

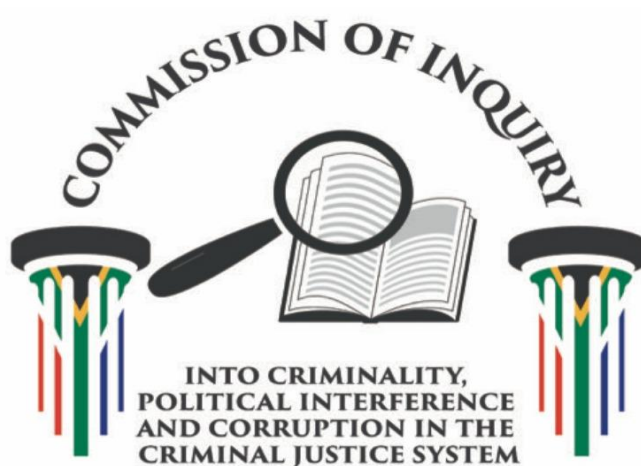
JUDICIAL COMMISSION OF INQUIRY INTO CRIMINALITY,
POLITICAL INTERFERENCE AND CORRUPTION IN THE
CRIMINAL JUSTICE SYSTEM

HELD AT

BRIGITTE MABANDLA JUSTICE COLLEGE

23 APRIL 2026

DAY 96



PROCEEDINGS HELD ON 23 APRIL 2026

CHAIRPERSON: Good morning, Mr Mosikili.

ADV MOSIKILI: Good morning, Chair. Good morning, Commissioners.

CHAIRPERSON: Good morning, Mr Phiri. I do not know your rank.

MAJOR PHIRI: Morning Commissioners.

CHAIRPERSON: Should I use your rank, or should I use your rank? If so, what is it?

10 **MAJOR PHIRI:** My rank? My rank is major. Major.

CHAIRPERSON: Major?

MAJOR PHIRI: Major, yes.

CHAIRPERSON: All right. You have that in the TMPD?

MAJOR PHIRI: Yes, we have that.

CHAIRPERSON: Okay. All right, thank you.

MAJOR PHIRI: In fact, Chair, previously it was called superintendent.

CHAIRPERSON: Ja.

20 **MAJOR PHIRI:** Ja. So when they align with SAPS, it is called major.

CHAIRPERSON: Major. All right.

MAJOR PHIRI: Yes.

CHAIRPERSON: Thank you, thank you. Please place your full names on record.

MAJOR PHIRI: My full names will appear on the files as

Lebogang Andrew Phiri, but in actual fact, it is Andrew Lebogang Phiri, but due to ...[intervenes].

CHAIRPERSON: No, no. Let us use what you go by.

MAJOR PHIRI: Okay. Lebogang Andrew Phiri.

CHAIRPERSON: Lebogang Andrew Phiri. All right. Will you be swearing, or will you be affirming?

MAJOR PHIRI: I will be swearing.

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

MAJOR PHIRI: So help me God.

CHAIRPERSON: Thank you, Major.

LEBOGANG ANDREW PHIRI: (duly sworn states)

EXAMINATION BY ADV MOSIKILI: Thank you, Chair. Good morning, Mr Phiri.

MAJOR PHIRI: Good morning, Advocate Mosikili.

ADV MOSIKILI: Yes. Mr Phiri, you should have with you a couple of files, about five files. We will assist you to go through them, but for the purpose of this section, I just want you to focus on the first two files, and then when we move to different files, I will guide you accordingly.

MAJOR PHIRI: Okay.

ADV MOSIKILI: So, will you pick up the very first file?

MAJOR PHIRI: I do not have, sorry for interjecting, I do

not have five files. I have four here.

ADV MOSIKILI: That is fine. Let us work with that. Let us start with File 1.

MAJOR PHIRI: Okay.

ADV MOSIKILI: And you will see that on File 1, when you open it, it will refer to a statement of Lebogang Andrew Phiri. That is on the index, and then if you page over, you will see the actual statement. Are you there?

MAJOR PHIRI: Page 2, page 7.

10 **ADV MOSIKILI:** That is 1 to 7, yes.

MAJOR PHIRI: Yes.

ADV MOSIKILI: Can you confirm that is your statement, Mr Phiri?

MAJOR PHIRI: Yes, this is my signature, and this is my statement.

ADV MOSIKILI: Yes. And the signature appears on the very last page, which is page 7.

MAJOR PHIRI: Yes, that is my signature.

20 **ADV MOSIKILI:** And you confirm the contents thereof as well, of your statement?

MAJOR PHIRI: Yes, this is my statement, and I confirm the contents.

ADV MOSIKILI: Thank you. Mr Phiri, you submitted another, a second statement.

MAJOR PHIRI: Yes.

ADV MOSIKILI: Which appears, you will see right at the end of the file, towards the end of the file, it is a three-page statement.

MAJOR PHIRI: Yes, I see.

ADV MOSIKILI: Yes. Do you also confirm the contents of that?

MAJOR PHIRI: Yes, I do.

ADV MOSIKILI: And also, do you confirm that at the bottom of page 3, that is your signature?

10 **MAJOR PHIRI:** Yes, this is my signature.

ADV MOSIKILI: Thank you. Mr Phiri, we will start with the first statement.

MAJOR PHIRI: Yes.

ADV MOSIKILI: So, the idea is that you go through your statement and read it into the record, but also feel free to expand or explain where it needs to be. We will try not to disrupt you, and there might be clarity-seeking questions here and there. And then only once you are done going through your statement, then we will ask some probing
20 questions. So, that is the theme that you want to follow. So, let us start with paragraph 1, on the very first statement that we just dealt with, the one with seven pages.

MAJOR PHIRI: Okay. Just a clarity, Advocate. When I read this statement, do I have to refer to annexures?

ADV MOSIKILI: Yes. You can tell us if you want us to go

to those annexures as well, which there might be a need. And if there is no need, you tell us that there is an annexure, I do not want to go through it, But if you want us to go there and go through that annexure, feel free to do so.

MAJOR PHIRI: Okay. Because I think it will be helpful so that I read the statement, go to the annexure, and then we move on.

ADV MOSIKILI: Yes. No, that makes sense. Thank you.

MAJOR PHIRI: Can I begin?

10 **ADV MOSIKILI**: You may.

MAJOR PHIRI: Okay. Thanks:

20 “I am an adult male residing in Pretoria, employed by the City of Tshwane Metropolitan Department as a major in Road Policing, Region 3, Sector 2 of the City of Tshwane. Save where otherwise stated, or where it appears from the context to the contrary, the facts contained herein are within my personal knowledge, to the best of my knowledge and belief, both true and correct, and I do swear positively thereto. I deposed to this statement to assist the Judicial Commission of Enquiry into Criminality, Political Interference and Corruption in

the Criminal Justice System, arising from the specific allegation made public by Lieutenant General Nhlanhla Mkhwanazi on the 6th of July 2025, as well as in response to the notices issued in terms of Rule 3 of the Rules of Commission, dated 27 March 2026, and Regulation 1(6) of the Regulation of the Commission, dated 2 April 2026. I wish

10 to place it on record that I am currently suspended from my official duties. The statement is therefore not intended to exhaust this, but promised on providing responses to the questions raised in the notice...” ...[intervenes].

CHAIRPERSON: That should be premised.

MAJOR PHIRI:

“...premised on providing responses to the questions raised in the notices. To the extent that further detail is required, I

20 will accordingly submit a supplemental statement to the Commission.

(b) Appointment. I have been employed by the municipality since 2008. For the past 15 years, I have been responsible for handling security deployments without any prior disciplinary issues. Initially, my duties were executed

within the City Manager's Office prior to my current position.

10 (c). Your authority to issue instructions for the provision of ad-hoc security services under TMPD 02/2016/2017, in particular Gubis85 Solutions (Pty) Ltd. Firstly, I wish to place on record that I derive my authority to issue instructions for ad-hoc security deployments directly from Director Tshukudu Malatji and the instruction to run the process and handling of ad-hoc for Water and Sanitation was issued on 9 January 2025 via email, Annexure LA01 and LA02.”

I would like to go to Annexure LA01.

ADV MOSIKILI: Yes, that appears, if you flip over, it will be on top, it will say page 1, on top right. You will see there are little flags that says LA01 and then it says 1 on top. Are you there?

20 **MAJOR PHIRI:** I am there.

ADV MOSIKILI: Thank you, Mr Phiri.

MAJOR PHIRI: The email should be read from the beginning, at the end.

CHAIRPERSON: You are referring to page 2?

MAJOR PHIRI: Page 2, yes.

CHAIRPERSON: Thank you.

MAJOR PHIRI: Wherein Mr Herman Segolela, who is engineer consultant within the Water and Sanitation business unit or department in the City of Tshwane. It says:

“Attached find updated list of security deployment need. I hope to hear from you soon.”

This is in the middle of conversations that started in November, but this one clearly gives me, Chair, the authority and the instruction at the very same time. On
10 page 1 ...[intervenes].

CHAIRPERSON: Sorry, sorry. This is from Mr Herman Segolela and it is addressed to Mr Malatji.

MAJOR PHIRI: It is addressed to Mr Malatji.

CHAIRPERSON: Yes.

MAJOR PHIRI: But, Chair, if I can take my time and say, I want to indicate when it started.

CHAIRPERSON: I am sure you already see the point I am making, which is I see nothing addressed to you.

20 **MAJOR PHIRI**: Yes, it will be on the first page, but it started on Annexure LA04.

ADV MOSIKILI: That is on page 10.

MAJOR PHIRI: It will be on page 10. It will be on – it starts at page 14.

CHAIRPERSON: Sorry?

MAJOR PHIRI: Page 14.

CHAIRPERSON: 1-4?

MAJOR PHIRI: Yes.

CHAIRPERSON: Thank you. Please take us through it.

MAJOR PHIRI: Yes. Here at page 14 is the signature of, we call it the signature in the City of Tshwane when you send an email, of Herman Segolela, engineer consultant. On the 25th of November 2024, Mr Segolela sent Mr Tshukudu Malatji an email. And he goes through, he says:

10 “Good day. Kindly, urgently assist with the provision and placement of security personnel at Klapperkop Pump Station and Brickfield Pump Station.”

My inclination is that Mr Malatji does not respond to this one on the 25th of November 2024. Mr Herman Segolela, engineer consultant, follows up on the 27th and says:

20 “Good day. Kindly receive below email that was sent to you on your work email. I was not aware that your email has a problem receiving messages.”

And I believe he does not get the response. That is my – because he sent it to a Gmail account. He further goes on at 12:35 in December 27th. Now, the first one was the 25th. The second one was the 27th of November. Then in December 27th, 2024, it will reflect that Mr Segolela says

importance high in this email, but he sent it to Kagiso Molema, who I do not know his position is, to say:

“Good day, afternoon, Kagiso. Below find the response from Asset Protection. We will have to look for a GL to utilise and attend to security needs at the pump stations.”

The GL is the general ledger. Here he failed to mention that it is a general ledger and a cost centre vote number, what we call it. Whichever comes first, but we call it a cost
10 centre. They can call it a vote number. And now, the divisional head of the SAT Department, Water and Sanitation, says:

“Dear Herman.”

On January the 3rd:

“How far is the matter? Which pump station has been identified?”

I do not see where Mr Segolela replies to Aser Sekgoela. But I see that on the 6th of January, at page 10, Mr Segolela
20 writes another email, says:

“Mr Malatji, kindly, urgently confirm you may be able to deploy security as the sites are vulnerable to further vandalism.”

We have, good day, it is still Herman Segolela sending now

to Aser and Tshukudu Malatji, and I am not mentioned there, but importance still remains high:

“Good day, we have...”

It is on the 6th still:

“We have responded and forwarded all the information needed by Metro Police Department. We are still waiting for them to confirm deployment.”

Now, this is not – I need to explain that when he says
10 deployment, it is not, it changes. It does not become a request anymore. It becomes a deployment:

“Today, I just received the bad report that Klapperkop Water Pump Station has been badly vandalised during the festive.”

Now, on the very same day, on the 6th of January 2025, Mr Tshukudu Malatji ...[intervenes].

CHAIRPERSON: Sorry, and this email ends where you read first. Remember the part you read first?

20 **MAJOR PHIRI**: No, this email starts at page 10 and ends at page 11.

CHAIRPERSON: 11, that is what I am saying. I am saying, remember you read this part first, the part at page 11.

MAJOR PHIRI: Yes.

CHAIRPERSON: So you read the end and then went to the beginning.

MAJOR PHIRI: Ja, so should I read it?

CHAIRPERSON: No, no, no, no.

MAJOR PHIRI: Okay. Commissioners, on the very same day at 02:30PM, we must take note that this conversation started in November 2024 on the 25th. Now it is the 6th. It is the time now that Tshukudu Malatji also responds to Herman Segolela. Now, I am also listed here because we had engagements before the 6th because we were supposed to deploy on the 31st at 12 o'clock midnight:

10 “Hi, Herman. I have ordered Mr Phiri to
 convene an urgent meeting with you to
 discuss the deployment.”

I also want to make sure that we underline the word deployment because I will be asked about the processes. I am just looking for my pen, Commissioner. The reason I am underlining deployment is that we will discuss deployment when we go further. He say:

20 “I have ordered Mr Phiri to convene an
 urgent meeting with you to discuss the
 deployment and findings prior to the
 deployment security...”

He wanted to say of security:

“...on the 31st of December 2024.”

But the date here says January 6th. Now we go back to where I get my authority.

CHAIRPERSON: On the 6th of January, reference is made to the 31st of December.

MAJOR PHIRI: Yes.

CHAIRPERSON: This is January 2025, so reference is made to 31 December 2024. Deployment of security on that date, 31 December. What did you understand this to mean? Why reference to a past date?

MAJOR PHIRI: Commissioners, I would like to mention that on the 31st when I received the call, I think it was on
10 the 30th, I cannot recall clearly, from Mr Herman Segolela. We did not agree because I said to him I needed to see what you are talking about.

CHAIRPERSON: So he was saying deploy?

MAJOR PHIRI: Yes, he was. In fact, he had already made arrangements for Gubis to deploy.

CHAIRPERSON: Okay.

MAJOR PHIRI: And now ...[intervenes].

CHAIRPERSON: And had deployment taken place already or not?

20 **MAJOR PHIRI:** I stopped it on the 31st and I said I am not around and I cannot do it.

CHAIRPERSON: Okay.

MAJOR PHIRI: And I cannot do it even on the 1st.

CHAIRPERSON: That happened on the deployment on the 31st?

MAJOR PHIRI: On the 31st.

CHAIRPERSON: All right, okay.

MAJOR PHIRI: Now Commissioners, you will see that we are speaking about the 31st, but we are already in January 2025 on the 6th.

CHAIRPERSON: So effectively then Mr Malatji was saying a meeting should be arranged between you and Mr Herman Segolela to discuss a deployment that had already taken place on 31 December 2024.

10 **MAJOR PHIRI:** Ja, which I did not effect.

CHAIRPERSON: All right, okay.

MAJOR PHIRI: Ja.

CHAIRPERSON: Please continue.

ADV BALOYI SC: Can I just understand, when you say a deployment that had already taken place, are you agreeing with the Chair that on the 31st of December there was in fact a deployment?

MAJOR PHIRI: There was a deployment, the guards were there.

20 **ADV BALOYI SC:** Okay.

CHAIRPERSON: But you stopped it?

MAJOR PHIRI: I stopped it.

CHAIRPERSON: And they ...[intervenes].

ADV BALOYI SC: They withdrew?

MAJOR PHIRI: Ja, they withdrew.

ADV BALOYI SC: Okay.

ADV KHUMALO SC: Was it a verbal instruction that they deployed when you say there was a deployment? Somebody must have told them where to go and what to do.

MAJOR PHIRI: Yes.

ADV KHUMALO SC: It was verbal?

MAJOR PHIRI: When they talked to me it was a WhatsApp message and then a call from Herman Segolela. So it shows that Mr Herman Segolela had spoken to Gubis,
10 Commissioners, that you will deploy at these sites where there is vandalism.

ADV KHUMALO SC: Yes.

MAJOR PHIRI: But then I come. Remember this thing started in November. I am not privy to what they were saying at that time. I am only coming at the stage when it is the 31st. In fact, when I say the 31st, it is that they must start at 12PM, that will be the first. So I am saying if they deploy, I must be there and see them.

So it shows that they had an agreement and they
20 went in and deployed. But in essence, they realised because Director Malatji was not answering them, he started answering them at the end. Then I was supposed to be there, or my subordinates were supposed to be there. But in essence, I must be there, you know? It is a rule of delegation.

I cannot delegate to another delegate. So I was not there and I said stop. But I am not writing an email. I have locked my laptop in the safe. It is festive seasons, everyone is up and down and it is the 31st. I cannot do that because I did not see them.

But then this question, the trend that I am giving is to show how we got to the 9th of January. So we must go to LA01 again. Now, in 01, the most important email will be dated Thursday, 09 January 2025, at 09:15, 20:45, from a
10 Gmail account of Director Tshukudu Malatji. He is sending the email to Doctor Kwapeng Madihlaba via Gmail.

ADV BALOYI SC: Who is Doctor Kwapeng Madihlaba?

MAJOR PHIRI: Doctor Elvis Kwapeng Madihlaba.

ADV BALOYI SC: Ja, who is he?

MAJOR PHIRI: He is my direct supervisor.

ADV BALOYI SC: I see.

MAJOR PHIRI: Yes. He says to him:

20 “Good evening. Kindly find request from Mr Herman from the Department of Water and Sanitation for further handling. Please get Phiri to run with the process and let us monitor the progress.”

Now, Commissioner, I do not understand here. When you say please get Phiri to run with the process and let us monitor progress, it is explicit.

CHAIRPERSON: More than that, I am not querying you, I am actually supporting you on this. More than that, on page 2, the preceding email from Mr Herman Segolela addressed to Mr Malatji says:

“Attached find the updated list of security deployment need.”

So I emphasise need there.

MAJOR PHIRI: Yes.

CHAIRPERSON: And then Mr Malatji says you must run
10 with the process.

MAJOR PHIRI: I must run.

CHAIRPERSON: Ja. In context, it must mean that you are running with a process that relates to the deployment of security need.

MAJOR PHIRI: Yes.

CHAIRPERSON: All right, continue.

MAJOR PHIRI: Yes. The emphasis must be always on deployment. Now, if we say please get Phiri to run with the process and let us monitor the progress, I need to further
20 explain that at that moment we are at TMPD, but initially we were at City Manager's Office. Now, if Commissioners will allow me, I would like to go to LA02.

On LA02, I will start on the email that is written on Friday, May 5, 2023 at 12:47 by Mr Nava Pillay. He is writing to group heads of departments. He says:

“Hi Speaker, Chief Whip, Chair of Chairs and colleagues, please find attached the security details as discussed at this morning briefing convened by the City Manager.”

CM is City Manager:

10 “Kind regards, Nava Pillay Executive Specialist OCM and MEO, Office of the City Manager, Municipal Electoral Officer.”

Here he tells the Office of the Speaker, Office of the Executive Mayor, security preparedness for IDP and budget community consultations, and then he outlines everything. That I am not going to read. I am going to read what is important for this Commission. He says to them, on that page 4, there is a page missing here.

CHAIRPERSON: Are you in a position to assist you or the attorneys?

20 **ADV MOSIKILI:** Chair, this is what we received from Mr Phiri himself. So this is all we have, unfortunately.

MAJOR PHIRI: No, I think it is missing. When we were at the office, the machine was playing its games, but I have it here.

CHAIRPERSON: Mr Phiri, perhaps you can come back to this after the tea break. The tea break takes 25 minutes.

Do you think within that time you can get hold of this document?

MAJOR PHIRI: Yes, I have it. It is just a document to show why Director Malatji will know that I am in overall coordination and command. It is me.

CHAIRPERSON: Okay.

MAJOR PHIRI: But that was in the City Manager. I do not know how they work in the TMPD now.

CHAIRPERSON: Okay.

10 **MAJOR PHIRI**: But I will avail this document.

CHAIRPERSON: Or at least that completes the picture in terms of what you wanted to tell us about.

MAJOR PHIRI: Yes, the authority and how the instruction came about.

CHAIRPERSON: Okay. So we are able to continue then.

MAJOR PHIRI: Yes.

CHAIRPERSON: Do you still want to speak to the emails or do you want to proceed with your statement now?

20 **MAJOR PHIRI**: I want to proceed with my statement because this covered the authority and the instruction. Just to exonerate myself that I did not just wake up and become a rogue inspector at that time and started deploying. There is a paper trail that shows I did what I had to do.

And I would like to mention that in the police structure, the rule of delegation, it is a funny way

...[vernacular] it does not work that way. In the police, it is command and control. They tell you, you do and then you will explain later why you think. So it is another thing.

CHAIRPERSON: Unless it is an unlawful instruction, of course.

MAJOR PHIRI: Yes, when it is an ...[intervenes].

CHAIRPERSON: I am not suggesting that this one was.

MAJOR PHIRI: Yes.

CHAIRPERSON: Yes, yes.

10 **MAJOR PHIRI**: Okay. I am on paragraph 7:

“My designated role was akin to security coordinator for municipal departments experiencing security vulnerabilities. The establishment procedure was that when a user department required security assistance, Director Malatji would provide me with an instruction, which was often through email, to timeously facilitate the necessary deployment. On

20 the 10th of January, I received an email from Mr Herman Segolela for an updated list of sites for deployment.”

Now, in this annexure LA03, It is page 7 of annexures. He says on the 15th of – on the 10th of January 2025, 11:23AM, he sent this email to me, Doctor Madihlaba, and he says:

“Mr Phiri, I hope this email finds you well. This is the updated list. I was supposed to start with two on the 31st.”

But if Commissioners go to page 8, the pump stations are now 19. So this is what I must confirm. They are there, and then I must go and check them.

Now, the deployment is no longer on my hands. It is on Mr Herman Segolela. He allocates, he identifies. Mine is to go and make sure. Yes, now I am on the
10 deployment for Water and Sanitation of my statement, page 3, where it reads:

“During late December 2024 and early January 2025, an emergency arose regarding severally sabotaged and vandalised reservoir and pump stations, including infrastructure situated in all seven regions of the City of Tshwane. The context of this vandalism is critical to understand. The destruction was not
20 random. There is an established modus operandi whereby criminals intentionally vandalised the reservoirs and pump stations to halt the flow of water. Once the municipal water supply is stopped, illicit operators utilising water tankers

illegally draw water directly from municipal hydrants to sell.”

Paragraph 9:

10 “On or about 30 December 2024, I received communication from engineer consultant Mr Herman Segolela within the Water and Sanitation Department, requesting security at two specific pump stations. I actively resisted deploying guards at that time and instructed the service provider to halt my deployments by 31st December 2024, as I was out of Pretoria, I had not yet physically verified the locations or extent of the vandalism.”

Paragraph 10:

20 “On 6 January 2025, a meeting was convened involving Director Tshukudu Malatji, Herman Segolela, Doctor Kwapeng Madihlaba, and myself. During this meeting, Mr Segolela formally complained that my delay to deploy security blindly had cost the department an estimation accounting to millions of rands in damages due to theft and vandalism. I reiterated to Director

Malatji that I could not authorise deployments without conducting physical site inspections, and the minutes of the meeting is with Director Malatji.”

It is the same instruction that I must convene the meeting. Commissioners, I would like to say here on paragraph 10, the last sentence, where I say I reiterated to Director Malatji that I could not authorise deployments without conducting physical site inspections.

10 Physical site inspections, now I am doing physical site inspections because already the department has already identified their company. They have already identified their risks. They have already allocated. But I stopped it, but I know now I am going to check. It is already done.

 Mine is to satisfy myself that indeed this pump station or reservoir is vandalised and there must be people who are guarding the place. So it is no longer – in a normal circumstance, what I will do is I will do a security risk
20 assessment and say to them, this is what I think. But in this regard, I am not doing, I am doing physical site inspections.

CHAIRPERSON: Was this the first act of vandalism of this nature? That is, of reservoirs and water pumps?

MAJOR PHIRI: No, Chair.

CHAIRPERSON: I am asking this to understand why you would want to first go and see if there has indeed been vandalism. So you basically say vandalise first before we deploy security. I will come check if there has indeed been vandalism, an act of vandalism.

MAJOR PHIRI: Commissioners, I would like to say this. Reservoirs and pump stations are located in areas that are far from the communities. They will be in areas that are imaginable. Now, what happens is it will be a reservoir and
10 a pump station.

So, criminals will vandalise the pump station and the department, because now the community needs water, will replace the pumps. And within seven days, they will be stolen again. So, in areas like that, what a normal practice is that before they replace, we put security first. So that when they replace, security is already there, now it is guarding the place.

But in a normal circumstance, your reservoir will be around many kilometres. I do not know how these
20 engineers work, but the pump station will be very far. So, criminals will come, they will not be able to identify where is the pump station. So, they will go to a reservoir and not find the pump that they want or materials that they want.

And when we say a pump station, we are talking about a pump that is a GVM of a vehicle will be taking 20.

So, that one will be more than that. So, to avoid that, we put security at that and then they replace after.

It takes a longer time, that is why you will find communities having uprisings. Because it will not take, they have to order it, they have to wait, but security will be there. And then when they put it, the security will remain there. And when the department thinks maybe the place is safe now, and then they will say, discontinue the services of the security. That is why they need for ad hoc security.

10 **CHAIRPERSON**: All right, thanks. Something else that I think is relevant to the vandalism, you earlier said criminals will vandalise and then get water from municipal water hydrants.

MAJOR PHIRI: Yes.

CHAIRPERSON: You said sell the water.

MAJOR PHIRI: Yes.

CHAIRPERSON: Would this be selling through the use of water tankers and providing water to communities? Basically selling in a sense the water to the municipality?

20 Or you are referring to something else when you say sell the water?

MAJOR PHIRI: Commissioner, it is in two folds. One is that you vandalise it and because, and I am not casting aspersions on people's businesses, I am just saying when I say in two folds, I mean in the City there is a tender of

supplying water through water tankers.

Now, that tender is not like the security tender. The security tender is fixed for three years. That one is also three years, but as and when. So, you might get the tender and for three years you might not get the business. So, if pump stations are vandalised and sabotaged, now the communities need water. Water tankers must start working.

CHAIRPERSON: So, you cannot put it higher than a suspicion. You cannot say the people who run those
10 businesses will do that.

MAJOR PHIRI: No, I cannot say the people who will be doing it.

CHAIRPERSON: No, I understand.

MAJOR PHIRI: That is why I said I do not want to cast aspersions.

CHAIRPERSON: Nor can I.

MAJOR PHIRI: Yes.

CHAIRPERSON: Please go back to your statement.

MAJOR PHIRI: Ja, I am on paragraph 11:
20 “Regarding the specific allocation of these protective services to the service provider known as Gubis85 Solutions, I must state unequivocally that the company was chosen by the management of Water and Sanitation Department and

not me.”

As when I followed the Commission, I heard people saying it was not like that.

CHAIRPERSON: And this is the same company that had already been deployed on, was it 30 or 31 December?

MAJOR PHIRI: Yes, the same company.

CHAIRPERSON: This very company?

MAJOR PHIRI: Yes.

CHAIRPERSON: So, you stopped this company?

10 **MAJOR PHIRI**: Yes, I stopped them.

CHAIRPERSON: All right.

MAJOR PHIRI: But I did not stop them ...[intervenes].

CHAIRPERSON: No, no, that is all I want. That is all I want.

MAJOR PHIRI: Now I am going to paragraph 12:

“The Water and Sanitation Department specifically mandated the use of Gubis85 Solutions (Pty) Ltd, citing that they were already utilising this service provider.”

20 On this statement, when I come to citing that they were already utilising this service provider, I need to read the whole statement and then I will come back to citing to that sentence, or must I explain it? Chair?

CHAIRPERSON: Mr Mosikili?

ADV MOSIKILI: Do whatever makes you feel comfortable

to make sense to what you are trying to convey.

MAJOR PHIRI: Okay. While following the proceedings, there were assertions that in May 2024 this company was deployed to a certain site somewhere and I was involved. And I cannot I will just say it is incorrect. People were just shifting the blame to me. These questions of why they were using it, I was not involved. I started being involved in January.

So, I was not involved from May up until December.

10 So, I want to put it clear that if Mr Herman Segolela or his bosses come here, they will have to explain why they were using it without the knowledge of APSS. So, I was not involved in that one.

ADV KHUMALO SC: Without your knowledge because you are the coordinator according to that 2023 ...[intervenes].

MAJOR PHIRI: Yes, coordinator and command. Overall coordinator and command. In fact, they wanted to say overall coordinator and commander.

ADV KHUMALO SC: Yes.

20 **MAJOR PHIRI**: Let me start again:

“The Water and Sanitation Department specifically mandated the use of Gubis85 solution (Pty) Ltd citing that they were already utilising the service provider services and refused to engage multiple

different service providers for budgetary
and administrative reasons.”

In fact, the department was already utilising Gubis before I was even involved. And I am aware there were existing prior invoices for approximately – now I am thinking to myself because I once saw an email, that is why I say approximately 2 million generated by Gubis for service rendered to the department.

What I am explaining here is that they were using it
10 and the services were not paid. Hence, when I listened to the CFO, the owner wrote an email about it. And from May to now, they are talking around November or December. They are talking about this, what I am saying they are utilising. And I think the CFO outlined it very clear that the department instructed. We were not involved. The APSS were not involved at this stage.

It is then that they are not paid for I think seven months that they start talking about it, but now they include it to the next year, but I will explain further.

20 **ADV KHUMALO SC**: You are referring to the CFO's evidence in this Commission?

MAJOR PHIRI: In this Commission.

ADV KHUMALO SC: Mr Mnisi's evidence?

MAJOR PHIRI: Yes, of which he was talking about financial years and accruals and that May could not be paid

because the new financial year came in and then it was already on the new financial year.

ADV KHUMALO SC: Yes, we heard that evidence.

MAJOR PHIRI: Yes.

ADV KHUMALO SC: I just wanted to be clear that it is not something that happened in the City. You are referring to evidence ...[intervenes].

MAJOR PHIRI: I am referring to the Commission evidence that was given by the CFO.

10 **ADV KHUMALO SC**: Okay.

MAJOR PHIRI: Now I am going to paragraph 13:

“Furthermore, the Water and Sanitation Department had already made promises to Gubis that they will commence work on the night of 31 December 2024. Gubis personnel were essentially already working and deployed to sites prior to me issuing the official deployment letter. As the paying and user department, the department dictate their preferred service provider and mandate was strictly limited to facilitating the base of their operational instruction.”

20

The basis, I wanted to say the basis of their operational instruction. I see I said Annexure 4 here. Can I look at it?

This is where Mr Herman sent – this is when we had the meeting with Mr Herman to speak about the deployments before the updated list can come on page 10 on January 6.

CHAIRPERSON: It is about you being ordered to convene that meeting.

MAJOR PHIRI: Yes. And then knowing that Gubis will be working in those sites. Now remember, on the 31st, they have already hired the staff. What they are waiting for is for me to see them. The reason is that when I say as the
10 paying end user, I should have said as the paying end user, business entity Water and Sanitation.

They have been working with Gubis now. They want to continue working with Gubis, and there is nothing wrong about that. I think this question answers the question of, I think, impropriety why Gubis was given so many sites.

Gubis was not given many sites by APSS Inspector Phiri. It was given sites by the department, the management of the department of Water and Sanitation
20 through their representative, Mr Herman Segolela.

CHAIRPERSON: Where does the power lie to select a service provider? Does it lie with the department, in this context, with the department or with your section?

MAJOR PHIRI: In my 15 years' experience at the Protection Services which is now called Watchman Services

and APSS, it lies with us when we allocate to them. but on ad hoc services, a person will request, let us say power station. They will come to us and say, guys, you have company X.

Now, company X works at the power station with five guards a day and 10 guards at night. But now I am going to deliver 50 mini-sub and your guards that you allocated to me, they are meaning the gate and other premises in the power station.

10 Now, what I need from you is that I need physical security and control for those sub mini-sub. Now, for that to happen, I need four guards on the entrance and two guards at the exit. It is just an example. But then at that power station, company X is already there.

So in our language, we call it double pegging. You cannot bring another – he will tell you, you cannot bring another company to come and work with company X and then you bring company Z. The accountability will be lost there. But if you bring this company, I will be able to hold
20 them responsible if one mini-sub goes missing.

Now, logic dictates he is right, because accountability will remain with one company. It will be able to penalise them if that 2 million mini-sub goes. But if, let us say a tender is approved today and then we include that that duty in that tender, we allocate now because the

budget that belongs to Watchman Services, it is centralised.

So if we already have 50 reservoirs that must, let us take a typical example of this one where it is 37 reservoirs and pump stations. If we have them now, the department is not going to pay any longer. But because when they requested at that time, they were using their GL account and their cost centre, they allocated a certain company.

But if now the cards are 10 day, 15 night, it will
10 come from the budget of the TMPD, no longer from the budget of electricity for power station. So we only allocate at that stage, but immediately when they decide to increase security, it becomes another story. So on this one, the anomaly was that the reservoirs and pump stations were scattered all over seven regions, but Water and Sanitation decided to use only Gubis for their reasons, which are unknown to me, but I can think that they are competent.

CHAIRPERSON: Just to make sure I understand the response. When I asked my question earlier, I put it in
20 general terms.

MAJOR PHIRI: Yes.

CHAIRPERSON: Let me be more direct now and ask whether Water and Sanitation had the power to select Gubis. Could they say Gubis, and no other entity, deploy and deploy Gubis? Did they have the power to do that?

MAJOR PHIRI: I cannot find a synonym for power, but I can...

CHAIRPERSON: Legal entitlement within municipal prescripts?

MAJOR PHIRI: I have never come across that. I have never come across such deployment. But because it happened, I do not know if I can say this, but I can say it. The reason why the invoice was not paid, the 2024 one, I want to say ...[intervenes].

10 **CHAIRPERSON**: I am not there. No, no, maybe think about it and come back to it after the tea adjournment, and perhaps let us proceed in the meantime, Mr Mosikili.

ADV MOSIKILI: Okay.

MAJOR PHIRI: I was among the evaluation and assessment of processes:

20 “When tasked with a deployment, my standard operating procedure was to physically visit the sites to conduct the security assessment before issuing a formal deployment letter. Because coordinates were often insufficient to locate remote infrastructure, I required the use of the department...”

Office not there:

“...of the department technicians to

physically accompany me to the
vandalised sites.”

Paragraph 15:

“Upon inspecting the premises, I will
formulate a...” ...[intervenes].

ADV MOSIKILI: Can you, if you may, do you have the
name of the department technicians?

MAJOR PHIRI: I do not have ...[intervenes].

ADV MOSIKILI: Who accompanied you on this instance?

10 **MAJOR PHIRI:** I do not have the names because they will
send me maybe a phone number and the name. But
remember it was in 2025, and I have changed phones three
times. So I do not have their names because remember,
Water and Sanitation is in seven regions.

So in every region I will get a technician there
waiting for me, but some of this reservoir, I will know them,
and sometimes I will not require like in Region 6, Region 5,
Region 1, I will not require anyone to assist me. You just
tell me and I will know on top of my head where it is. But
20 some, it will be a new thing to me and then it will be
sometimes I will drive almost next to Midrand and then see
the reservoir ...[intervenes].

ADV MOSIKILI: That is fine. I just wanted a name if you
have one, but ...[intervenes].

MAJOR PHIRI: No, I do not have names, but

...[intervenes].

ADV MOSIKILI: All right, let us continue.

MAJOR PHIRI: Yes. Paragraph 15:

“Upon inspecting the premises, I will formulate a security recommendation detailing the request, the requisite personnel and resources, for instance, recommending three day shifts and five night or one VIP and guards.”

10 I do not know if the annexure speaks to that, Annexure 5.

ADV MOSIKILI: Page 15.

MAJOR PHIRI: 15?

ADV MOSIKILI: Ja.

ADV KHUMALO SC: Look at 18, page 18.

MAJOR PHIRI: Ja, it starts at page 18. Ja, I think it starts at page 19, where it says, where Herman, on Tuesday 31st, 2024, at 06:30PM, where he says hi to Kagiso, who I do not know his designation:

20 “Hi Kagiso, I agree with your suggestion to utilise Jobbing GL. It is one relevant for this purpose. Colleagues, the relevant GL and cost centre for the security is as follows.”

He puts in the general ledger account and the cost centre, the vote number. They are all, they are there. Herman now

goes to Mr Malatji and says:

“Mr Malatji, below found the agreed GL
and cost centre. Regards Herman.”

I am also not the privy. I am not CC'd. It is on the 31st of
December when I stopped there, but then when director
Malatji responds, it includes me on this email with Doctor
Elvis Madihlaba and myself. This is sent to us. It says:

“Colleagues, below find...”

It is on the 7th. The email was written by Herman Segolela
10 on the 31st of December, but now the meeting has
happened. Now director Malatji, now he says on the 7th:

“Colleagues, below find correspondence
indicating that the GL and cost centre
number from which the services will be
paid for further handling and urgent
deployment of security at both
Klapperkop and Brickfield. The service
provider shall submit all invoices to the
Department of Water and Sanitation.”

20 For payment now, Mr Herman Segolela for payment
purposes. There is no other thing that is mentioned here.
It is payment by Mr Herman Segolela at Department of
Water:

“The service provider will resume
deployment on security guards today, 07,

2025 at 18:00PM as follows. Klapperkop Pump Station, six armed guards day shift, six armed guards night shift. [Indistinct]... pump station, five armed guards day shift, five armed guards night shift, one times patrol vehicle armed will be deployed per shift. Hope you find the above in order. Tshukudu P Malatji, Director Asset Protection Services.”

10 **ADV KHUMALO SC:** I noticed that with this one, this is almost a deployment letter because the service provider is copied.

MAJOR PHIRI: Yes.

ADV KHUMALO SC: I see there is Calvin from Gubis and there is Zakele [?] from Gubis and there is Andrew from Gubis and they are told that this is where they will send the invoice to and this is the date of the deployment and these are the guards that will be deployed and these are the pump stations in which they will be deployed.

20 **MAJOR PHIRI:** Yes.

ADV KHUMALO SC: So this is equivalent to a deployment letter for these two pump stations.

MAJOR PHIRI: Yes.

ADV KHUMALO SC: But this is before the other 17 were added in the updated list.

MAJOR PHIRI: In the updated list. Thanks, Commissioner Khumalo. I think this one we will park it, we will come back to it. But an impression is created now that mine is to go and see this, but the standard guards have already been discussed. Mine now, through my supervisor, Elvis K Madihlaba, well, the email says to Elvis K Madihlaba, but I know he is intended to me. It is only because we had a meeting the previous day.

But remember now I am busy checking. The reason
10 I went to that page 18 is because upon inspecting in
paragraph 15, I am saying:

“Upon inspecting the premises, I will
formulate a security recommendation
detailing the requisite personnel and
resources, for instance, recommending
third day shift, five night shift, or one
vehicle with eight guards.”

But then I want to highlight that here, even if I recommend,
the recommendations I have already made, they were
20 already made. I do not know if I am – the Commissioners
understand me. It means mine now is go and see if there is
six day, six night.

So this shows that I am not acting *ultra vires*.
Someone is acting *ultra vires* and command and control
says go and say, make sure it is six day, six night and a

vehicle with armed guards. And I get there, I find six day and I send the monitoring team, go and check at night, is it six day and one vehicle, they say it is six day, six night. Mine is done.

ADV KHUMALO SC: You are not being asked for a recommendation in 18, it is already done because they are saying the deployment will happen at 18:00 hours as follows.

MAJOR PHIRI: Yes.

10 **ADV KHUMALO SC:** So it will happen.

MAJOR PHIRI: It will happen.

ADV KHUMALO SC: You are not being asked to recommend whether it is necessary.

MAJOR PHIRI: No.

ADV MOSIKILI: And perhaps to round off the point, you would not have been involved in the assessment and the recommendation of this particular one.

MAJOR PHIRI: No.

ADV MOSIKILI: You came after.

20 **MAJOR PHIRI:** Yes, I came after and then it was clear to me. Remember, people, when they refer to me, they say I am a junior member and I am sitting here with my supervisor, the director, and I do not know what position is an engineering consultant. I cannot assume anything. But when they say that, you understand what they are saying.

You must just go and see that this happens. But that I will outline again later.

ADV MOSIKILI: No, that makes sense. Let us continue. Thank you.

MAJOR PHIRI: Let us continue. I am on paragraph 16 now:

10 “It was only after satisfying myself that this infrastructure size existed and had been verified that I signed off approximately the first batch of deployment notices on 14 January 2025, which officially became effective on 15 January 2025. The purpose of this ad hoc deployment was to secure the premises adequately so that Water and Sanitation could safely execute repairs and reinstall infrastructure.”

20 **ADV BALOYI SC:** Sorry, Mr Phiri. Can you just explain so that I understand? So in this paragraph 16, are you describing a process that applies to the instruction in page 18, LA05? Are you saying that following that Malatji email, which tells you and Gubis about the deployments, you then issued the deployment letters? Is that the relationship between the two documents?

MAJOR PHIRI: May I kindly ask the Commissioner to

repeat the question?

ADV BALOYI SC: What I am trying to determine is or to understand is in paragraph 16, are you explaining a process that normally this is what happens and this is what I did? Or are you saying in 16, in paragraph 16, that you issued those deployment letters on the 14th in relation to page 18 instruction from Malatji, Klapperkop Pump Station, Brickfield and one patrol vehicle? It is just a clarification. I am not I am not I am not fighting with you. I just want to
10 make sure I understand the sequence.

MAJOR PHIRI: No, thanks, Commissioner Baloyi. Here, I am explaining my duties. My mistake is that I did not go further to say my recommendation were already disregarded. So I had to work with what they give me. If they say at the at the reservoir in Eersterust already, they have given me the numbers. Mine is to verify and make sure that the deployment letter speaks to what is written on page 18.

ADV BALOYI SC: What is confusing me is in 16, in
20 paragraph 16, you say the notice, your first batch of deployment notices was on the 14th of January and officially became effective on the 15th of January 2025. That is what you say in 16.

MAJOR PHIRI: Yes.

ADV BALOYI SC: But Director Malatji's email at page 18

says the deployment starts on the 7th of January.

MAJOR PHIRI: Yes.

ADV BALOYI SC: So I am trying to understand the relationship between this page 18 email and you are saying the deployment notices became effective on the 15th of January.

MAJOR PHIRI: Commissioner, I also saw that after my statement. But to be clear, I remember that on the 14th, the thing is, I do not have the actual invoice. I might have said
10 effective 15 and they have started on the 7th, but I already on the 7th, I knew that they were on site. Ja, but because I was going around, I remember it is no longer two, it is the first batch, which is about, I cannot remember, 15 or 17 or something.

Now I am still going around checking the batch that I have. And when I write this, if I have seen the actual invoice, I would have known that what happened.

ADV BALOYI SC: Can I just try and summarise what I think you are saying?

20 **MAJOR PHIRI:** Yes.

ADV BALOYI SC: You are saying you issued your notice on the 14th and it becomes effective on the 15th, right?

MAJOR PHIRI: Yes.

ADV BALOYI SC: Regardless of the fact that these have already deployed on the 7th of January. Your notice is the

14th and it will be effective the next day.

MAJOR PHIRI: Yes. I am saying to them, this is effective on the 15th.

ADV BALOYI SC: Yes.

MAJOR PHIRI: But remember, my deployment letter gives effect to working, but the actual invoice, the company might dispute my letter and say, but we started and then bring evidence to that effect.

ADV BALOYI SC: Yes, I understand. You did not backdate
10 your deployment letter to fit in with the actual deployment.

MAJOR PHIRI: No, I did not because I wanted it to be on that day when I meet, I think Khumalo.

ADV BALOYI SC: Yes.

MAJOR PHIRI: Yes.

ADV BALOYI SC: I understand, thank you.

MAJOR PHIRI: Thanks.

CHAIRPERSON: And how was that to sit comfortably with what is at page 18 by Mr Malatji, which says the guards were to be deployed with effect from 7 January? How would
20 your stipulation that effective 15 January, how would that sit comfortably with the 7th of January in Mr Malatji's email? Just to understand.

MAJOR PHIRI: Yes. Commissioners, remember now, they are at my knees and I am telling them I must go there. But when this question comes, I am thinking to myself, because

I did not see the invoice, they might have deployed on the 7th, because now they are now CC'd on this email. Even if I say to them effective from the 15th, if we check my deployment letter, they might take it and dispute it with their evidence because already they have the sheets that guards were there and stuff, and then they can use the date.

CHAIRPERSON: All right, all right. Thank you.

MAJOR PHIRI: Yes.

CHAIRPERSON: Mr Mosikili?

10 **ADV MOSIKILI**: Thank you, Mr Phiri. You were just rounding off paragraph – you still have to finish paragraph 16, I think on the last sentence there.

MAJOR PHIRI:

“The purpose of this ad hoc deployment was to secure the premises adequately so that Water and Sanitation Department could safely execute repairs and reinstall infrastructure.”

20 I have already done that. I must go to 17. 17, must I continue?

ADV MOSIKILI: Do continue, yes.

MAJOR PHIRI: Yes. Once ...[intervenes].

ADV MOSIKILI: Maybe just reading that it falls under the heading oversight and allegations of impropriety.

MAJOR PHIRI: Yes:

“Once the guards were deployed, the monitoring and daily oversight of this personnel were entirely handed over to Water and Sanitation Department. The Tshwane Metro Police Department, TMPD, APSS monitoring team, thus supervised this ad hoc placements.”

So, they have visit sheets, or we call them visit sheets, where they go and check if the guards are there:

10 “The Paying Department is also responsible for monitoring the service provider. Furthermore, I had no further interaction or relationship with Gubis Solutions once the deployment were processed.”

CHAIRPERSON: You should just continue unless Mr Mosikili ...[intervenes].

MAJOR PHIRI: Mr Mosikili.

20 **CHAIRPERSON:** I am saying you should just continue, keep reading unless Mr Mosikili ...[intervenes].

MAJOR PHIRI: Paragraph 18 deals with the last question and then I did not put it here. I do not know if, Mr Mosikili, can you read it to me so that I answer this one?

ADV MOSIKILI: Paragraph 18?

MAJOR PHIRI: Yes, I am on paragraph 18, but there is no

heading.

ADV MOSIKILI: No, no, continue as in your statement.

MAJOR PHIRI: As in my statement?

ADV MOSIKILI: Yes.

MAJOR PHIRI: Okay. It was asking me about generating of POS and paying off, but I am going to 18:

10 “I am not responsible for generation or creation of purchase orders. That is the sole responsibility. In this case, it was going to be the sole responsibility of Department of Water and Sanitation. As in 18, it was told that the invoices must go to Department of Water and Sanitation or TMPD Finance Department. And I have been made aware of inferences suggesting that I may have favoured Gubis85 Solutions or received incentives for channelling work to them. I categorically deny this allegation. I
20 executed my duty strictly pursuant to instructions from Director Malatji and the explicit directives of Water and Sanitation Department without any improper motive or corrupt relationship. Concluding remarks, I maintain that my

actions regarding the deployment of Gubis85 Solutions were transparent and executed entirely within the perimeters of instruction and then handed down by my superiors and the requesting department.”

ADV MOSIKILI: All right. Before we go to your second statement, on paragraph 17, on page 6, just one page back, just to seek some clarity. When you say I had no further, so
10 that is the last sentence, when you say I had no further interaction or relationship with Gubis Solutions once the deployments were processed, can I just understand?

I understand from the email, and I think Commissioner Khumalo would have also highlighted to you that Gubis was indeed copied on that email.

MAJOR PHIRI: Yes.

ADV MOSIKILI: So when you say no further interaction, what do you mean by that? What other interaction would you have prior to that?

20 **MAJOR PHIRI:** When I say no further interactions, I am meaning on the ad hoc services.

ADV MOSIKILI: Okay.

MAJOR PHIRI: Remember, they are on the main tender and I do not have any further interactions with them about ad hoc services. Mine is to, but I have a duty to interact

with them on the main tender.

ADV MOSIKILI: Ja.

MAJOR PHIRI: But for the ad hoc services, my job is done. They are supposed to send invoices to Water and Sanitation. Mine is to deploy, so they can come to me and say, Phiri, but we are not paid. They must go somewhere else now. So to escalate matters, they do not come to me, I have done my job, they must go somewhere else, so we do not have any further interactions about ad hoc services.

10 **ADV MOSIKILI:** What I am trying to understand is that there is an email copying some of the personnel from Gubis.

MAJOR PHIRI: Yes.

ADV MOSIKILI: And then you would have gone to these sites as you were asked to go and check, as it were.

MAJOR PHIRI: Yes.

ADV MOSIKILI: So I understand the part where you say you have no further. I am trying to understand what other interaction is there, if any, just to understand the word further. Because you would have just driven to Klapperkop
20 and Brickfields, I understand, those two pump stations.

MAJOR PHIRI: Yes.

ADV MOSIKILI: Yes.

MAJOR PHIRI: No, I have further interactions with them because they work in the regions and if something happens in those, what you call, reservoirs and pump stations, they

will contact me and say, but we have a problem, we do not have a parameter fence. But we are not speaking about any other thing other than that.

ADV MOSIKILI: All right, we will come back to that. Let us continue. So, you have just finished the concluding remarks. Is there anything else you want to add before we move to your second statement?

MAJOR PHIRI: No, I have nothing to add.

ADV MOSIKILI: Okay, thank you. Can we then start with
10 your second statement?

MAJOR PHIRI: Yes.

ADV MOSIKILI: And this statement really deals with, there were some financial transactions which were picked up from your bank accounts.

MAJOR PHIRI: My banking accounts.

ADV MOSIKILI: And you were asked to clarify, explain some of them that we thought would be of interest at least to this Commission, and your statement really deals with that. Can we start there then?

20 **MAJOR PHIRI:** Yes. Remember, I have already read 1 to 5.

ADV MOSIKILI: Yes, there is no need for you to repeat. You can just pick it up at 6 under the financial statement topic.

MAJOR PHIRI: Yes.

ADV MOSIKILI: Start at 6, yes.

MAJOR PHIRI: The first question there is that the Standard Bank account 5366, can I read this? Because this is my account.

ADV KHUMALO SC: Do not read the account number, please.

MAJOR PHIRI: Yes.

ADV MOSIKILI: You do not have to read the account.

ADV KHUMALO SC: Just say Standard Bank account and
10 then deal with the other thing.

MAJOR PHIRI: Standard bank account number, bond settlement amount of R1 472 776.02 on 11 December 2025. Here now I am telling the nation that I got the money ...[intervenes].

ADV MOSIKILI: So the question really was that we picked up that your Standard Bank bond account was settled on the 11th of December 2025 with an amount of just over 1.4 million. And then in bold you are trying to explain how did you settle your bond.

20 **CHAIRPERSON:** We can just do this. You had received a lump sum in an amount that was more than the bond settlement, the amount for the bond settlement. And you had received that lump sum from the RAF.

MAJOR PHIRI: Yes.

CHAIRPERSON: Yes.

MAJOR PHIRI: But I received the money in 2024.

CHAIRPERSON: Yes, yes.

MAJOR PHIRI: And then I decided I will start where? After that I started, after receiving the money, I started loaning out a portion to my friends and family, but my intentions were to settle the house immediately after payment. But I saw an opportunity to grow the money through borrowing people and investing. I wanted to say investing.

And Absa account on the 13th of May 2025 credit
10 transfer of R150 000. It is a loan from a friend of mine who owns businesses, and I paid it back. And the annexure is A2.

ADV MOSIKILI: And before you proceed, just to be clear, Chairperson, Annexure A2, and you will correct me, only reflects the paying of the amount, not necessarily the – well. the receipt, you receiving the amount, not the paying back, as you say. So it is only the reflection of you receiving the amount. Is that correct?

MAJOR PHIRI: Okay. In fact, if you go there on the 13th of
20 May, I received R151 462.07 payment from BMW. And another one, before you go to the 13th here, you will see that on the very same day I received R145 000 from WeBuyCars. And on the very same day I received this money that I borrowed from this friend of mine. The intention was to ...[intervenes].

ADV MOSIKILI: Yes, Mr Phiri, my question was that, my only question was that what we see there, at least for the purpose of this question, is that we see you receiving the amount. Because when you finish your sentence, you say, and I paid it back.

MAJOR PHIRI: Yes.

ADV MOSIKILI: And then you put A2. So I am saying we do not have the I paid back as yet.

MAJOR PHIRI: Okay.

10 **ADV MOSIKILI:** Is that if, that should be the – that is what is on A2.

MAJOR PHIRI: Yes, okay.

ADV MOSIKILI: The receiving, not the paying back.

MAJOR PHIRI: Yes.

ADV MOSIKILI: Yes. That is what I was asking you.

MAJOR PHIRI: This friend of mine said to me you must pay back in cash.

ADV MOSIKILI: No, it is fine. We are not there as yet. I was just saying A2 only shows you receiving. That is all for
20 now.

MAJOR PHIRI: Yes, it shows receiving.

ADV MOSIKILI: Yes.

MAJOR PHIRI: But at the very same time, when you go to the end, you will see that after loaning this amount, I sold a vehicle the very same day. And the very same day, I made

the purchase of R587 690.

ADV MOSIKILI: Okay.

MAJOR PHIRI: But on the two days after, I sold another vehicle, the credit, to WeBuyCars. They paid me R124 000. And then just at the end of the page, I show you my balance. It is 101. So I already have the money to pay the guy. I want to send it back to him, but he says to me, no, I need it in cash because we – I do not know if I can mention, but we are professional gamblers. So we must use the
10 money.

ADV MOSIKILI: No, I understand that. All right.

MAJOR PHIRI: Yes.

ADV MOSIKILI: Do you perhaps have the name of the friend?

MAJOR PHIRI: The name? It is William Shupe.

ADV MOSIKILI: Okay. All right.

MAJOR PHIRI: Yes.

ADV MOSIKILI: Now let us continue.

MAJOR PHIRI: On the 23rd of October 2024, credit
20 transfer of R45 000, Jabu. This is 2023 in October 2024. Jabu is also a friend of mine. He is a businessman. Here I am saying, Jabu, it is a friend of mine who owns business and properties. On this date, he gives me a loan of this amount. And I paid it back. So the paying back, I will not have paper trail because I pay them in cash as and when

we go to our gambling spots.

On the 7th of December 2024, credit transfer R6 004. I would like to put this in just one sentence. It is the 7th of the same day. It is the same day I am paid by one Keryot Lulama Mveli [?]. He pays me R6 004 and he also pays me R876 000 on the same day.

So Keryot Lulama Mveli is a friend of mine where we have a social club. So in your statement, it will say Keryot. But in mine, it will say, he will reference Monday
10 Social Club. So the two amounts is what we share at the end of the year. So whatever we do, usually I buy cars and sell them.

Buy cars and after buying cars, refurbish them. Sell them to people or sell them maybe at dealers. And that is how I roll, if I can put it that way. I will buy cars and then sell them. I have spotters all over the City. They will tell me we see a car there and then I will buy it and then send it to a social club. A social club is what we, in the street, we call it a stokvel, but we call it a social club. So it answers
20 the 7th of December. The 20th of ...[intervenes].

ADV BALOYI SC: Sorry, can I just understand? You say the 876 is payment to you from the stokvel.

MAJOR PHIRI: From the stokvel. So Keryot Lulama Mveli is the Chair. the bank allows two people or three people to come and collect the money. But the money will not be 876.

It might be 4 million, 5 million and 6 million, sometimes 9 million. And my share will only be this one that is written here, and then you will pay it to me. It is a social club and in the street it is referred to as a stokvel.

ADV BALOYI SC: Okay.

MAJOR PHIRI: Yes.

ADV BALOYI SC: So this 876 is what is being paid back to you ...[intervenes].

MAJOR PHIRI: Yes, it is what I ...[intervenes].

10 **ADV BALOYI SC:** From monies that you have been putting into the social club?

MAJOR PHIRI: Into the social club.

ADV BALOYI SC: Over what period?

MAJOR PHIRI: Over a year.

ADV BALOYI SC: So in a year you had put in that number.

MAJOR PHIRI: Yes.

ADV BALOYI SC: And then it is now being returned to you.

MAJOR PHIRI: Yes, it is returned to me.

ADV BALOYI SC: Okay.

20 **MAJOR PHIRI:** And I derive this money by selling cars, gambling and stuff like that. The same will go for the 20th of May 2023. The answer is same for all the R35 000. I am under the impression that these payments are made by a friend of mine called Papi Mogashwa [?] who is a businessman. He loaned me this money to acquire a new

vehicle because I was involved in an accident and I did not have insurance. So for the 20th of May, the statements will be on AA6, 7 and 8. It is on page 8.

ADV KHUMALO SC: So is it one or three payments?

MAJOR PHIRI: It is three payments.

ADV KHUMALO SC: Of the same amount?

MAJOR PHIRI: Of the same amount. Here I am at the dealership WeBuyCars. I see a car that has the potential that I need because at that moment I do not have a vehicle,
10 and I ask for a loan. They give me a loan on the 20th and the very same day on the 20th, I buy the car and promise them to pay them back in cash. In fact, I negotiated the price here.

The car was R105 000 and I negotiated the price through auction. And at the end of the day, at that moment, I use the money to pay for this car and I am left with R23 000, and I promise them to pay them back.

ADV MOSIKILI: Mr Phiri, just to be clear, and we do not want to get confused on the word “they” being plural, what
20 you are saying in essence is that on the 20th of May 2023, those R35 000 were from one person being Papi Mogashwa.

MAJOR PHIRI: I asked Papi to say, Papi, send me some money. I will sort you out. I think it was on Saturday, the 20th of March or Friday. And I say to him, send me some money, I want to buy a car. And indeed, the very same day,

I buy a car. And I say to him, when we meet in our corners, I will pay you.

So I do not know from which account he pays me, but he pays me the money, gives me the money and I use the money for my intended purpose.

ADV MOSIKILI: And this Papi, does he have another name?

MAJOR PHIRI: You see, I cannot say, but I speak to Papi Mogashwa and then I am telling him I need this car by the
10 end of the day. And I know why I need that car at that moment.

ADV MOSIKILI: I am asking you a simple question to say, Papi Mogashwa, does he have another name? The name Papi appears to be somehow informal. Did you know if he has another name that is formal, as far as you know?

MAJOR PHIRI: That is formal?

ADV MOSIKILI: Ja, a name.

MAJOR PHIRI: No, I know Papi as Papi.

ADV MOSIKILI: Okay, that is fine, thank you.

20 **MAJOR PHIRI**: Yes.

ADV MOSIKILI: All right, that should then be the end of your statement. Is there anything that you need to add or emphasise on your statement?

MAJOR PHIRI: No.

ADV MOSIKILI: All right. Chair, it is 11 o'clock. It is 5

past 11. Can we take some tea?

CHAIRPERSON: Thank you, Mr Mosikili. Let us adjourn and come back at half past 11.

INQUIRY ADJOURNS

INQUIRY RESUMES

CHAIRPERSON: Thank you, Mr Mosikili.

ADV MOSIKILI: Thank you, Chair. Mr Phiri, before we went for break, you had promised to find a part of the missing page to some of your annexures.

10 **MAJOR PHIRI**: Yes.

ADV MOSIKILI: Have you been able to do that?

MAJOR PHIRI: Yes, I have.

ADV MOSIKILI: Chair, there should be a document. It is going to be part of LO2. May I beg leave for the document to be handed up? This is a document that Mr Phiri extracted and copies of in nature. Thank you, ...[intervenes]

CHAIRPERSON: Were you able to establish anything on the question I asked about water and sanitation having a
20 legal entitlement in terms of the prescripts to choose a service provider?

MAJOR PHIRI: Yes, I was.

CHAIRPERSON: Can you please answer that?

MAJOR PHIRI: Okay, Chair, you asked me if they have powers to allocate and deploy services without the

intervention of APSS. They do not. Everything is done through us. There is a memorandum that I believe was sent to the departments. I was unable to get that memorandum when we had a security meeting with all departments to tell them the process, and then I believe it was sent to them. But on this occasion, that memorandum was not followed.

CHAIRPERSON: How then in legal terms must we make of what happened here with regard to Gubis?

MAJOR PHIRI: I might struggle to find a word, but it was
10 not a normal procuring of services, of security services.

CHAIRPERSON: So, it was irregular?

MAJOR PHIRI: That would be the perfect way for it, Chair.

CHAIRPERSON: Can water and sanitation does not argue that all they did was basically to suggest on the basis that they had previously worked with Gubis and that it is APS ...[intervenes]

MAJOR PHIRI: Yes.

CHAIRPERSON: That then accepted the suggestion and that therefore this was not irregular. I am just being what
20 some people usually call a devil's advocate.

MAJOR PHIRI: What people call?

CHAIRPERSON: A devil's advocate.

MAJOR PHIRI: Remember now when, Chair, the emails are going back and forth. Vandalism is happening. And we are under pressure. And at that moment you do not think

about what they are. Do they have ulterior motives or do they have genuine requests. But then you do not want the blame to be put on you. You accede and say, no, it is fine, we will do as long as your infrastructure is protected.

CHAIRPERSON: It is that very act of acceding that I am basing my question on. By acceding, is the deployment not regular? Or does it not become regular because you have acceded? So effectively, because you have acceded, it is a deployment by you. Would that not be so?

10 **MAJOR PHIRI:** Remember now, I do not know if ...[intervenes]

CHAIRPERSON: And by you, I do not necessarily mean the major period, I mean your section.

MAJOR PHIRI: The department.

CHAIRPERSON: Yes.

MAJOR PHIRI: On the naked eye, it will be seen as we, the department, APS, are deviating from our memo. But because of pressure, and especially from me, if I may speak about me, I now do not know if there are other
20 communications other than what I receive. So, I execute them as it is my duty at that moment.

CHAIRPERSON: Thank you, thank you. Mr Mosikili?

ADV BALOYI SC: Mr Phiri, you said to the Chairperson that APSS is responsible for the deployments.

MAJOR PHIRI: For the deployments.

ADV BALOYI SC: Is that the case even where the client is the cost centre? Where the client is going to pay?

MAJOR PHIRI: The end user department.

ADV BALOYI SC: Yes.

MAJOR PHIRI: Yes.

ADV BALOYI SC: Okay, so, it does not matter that the cost centre is TMPD or is going to be with the end user?

MAJOR PHIRI: No, it does not matter. In a normal circumstance, you will send us this request before
10 deploying. And then we will do what we are supposed to do. But in this one, everything has been done. Ours is to satisfy that indeed these people are at that place.

ADV BALOYI SC: I understand. Thank you.

ADV MOSIKILI: Thank you, Mr Phiri. Mr Phiri, you were about to speak to the document that we handed up. Do you still want to speak to it?

MAJOR PHIRI: Oh yes.

ADV MOSIKILI: Yes.

MAJOR PHIRI: The document was on page 3 of my
20 annexures. And that is where authority and instruction was asked. So, my authority in terms of - I was referring to paragraph 7. Which in my understanding and the document that I could not extract from my laptop might have led to Director Malatji giving me the authority and the instruction. And I read it. It is LA02.

So supposedly it was supposed to have four pages. But the last page was not there. So, it will end at where Mr Nava Pillay after speaking to everyone. It will end at that page 4, number 2. Asset Protection and Security Services, APSS, will be responsible for, amongst others, the following matters. So that is the page that was missing.

ADV KHUMALO SC: Does this not mean your authority is limited to regions 6 and 7?

MAJOR PHIRI: That is where – yes, that is where I wanted
10 to come to.

ADV KHUMALO SC: So, if you allocated people in regions 1 to 5, would you have authority to do that?

MAJOR PHIRI: Yes.

ADV KHUMALO SC: According to this document, as I read it, and I could be wrong because it is yours, not mine.

MAJOR PHIRI: Yes.

ADV KHUMALO SC: It says your authority is in respect of and I am looking at item 12.

MAJOR PHIRI: Yes.

20 **ADV KHUMALO SC:** That your authority is in respect of regions 6 and 7.

MAJOR PHIRI: Yes, but at the end, it says NB.

ADV KHUMALO SC: N?

MAJOR PHIRI: NB, the last ...[intervenes]

ADV KHUMALO SC: NB, yes. Oh, yes. I see that. Okay.

MAJOR PHIRI: Yes, then it says overall coordination and command.

ADV KHUMALO SC: And that was what you wanted, that you are the overall coordination commander.

MAJOR PHIRI: Yes, I might be responsible for 6 and 7, but there are people also at 6 and 7.

ADV KHUMALO SC: Yes.

MAJOR PHIRI: But I am the overall for all the regions.

ADV KHUMALO SC: For all of them, okay. Thank you.

10 **MAJOR PHIRI:** Yes, so overall coordination and command. Supposedly, it was supposed to say overall coordination and commander. It is me.

ADV KHUMALO SC: Yes.

MAJOR PHIRI: Yes, so, the authority comes from there. There is another document which we cannot find, but the departments like, sorry, water and sanitation, they must have it because in that gathering, each department was asked to send their security representative. So, they will know that if I need to speak about something, the person to
20 speak to is Phiri, and then he will speak to either the person at region 1, 2, up to 7.

But my sole responsibility, in fact, here is it was a typing error. It was 5, 6, and 7. That was my daily duty. So beside that, I had to take care of everything. So, I am bringing this because you will find that I have signed.

Remember I said I could not delegate to this people because this duty was already delegated. And the ...[indistinct] that I use suggested that I could not. So, I deployed in all seven regions.

ADV KHUMALO SC: Can I tell you what my issue is with all your deployment letters, those ones that were effective from 15 January 2025?

MAJOR PHIRI: Yes.

ADV KHUMALO SC: An ad hoc service by its nature is ad
10 hoc, it is not permanent.

MAJOR PHIRI: Yes.

ADV KHUMALO SC: Because if this was part of the permanent protection services contract, it would be dealt with under the main contract.

MAJOR PHIRI: Yes.

ADV KHUMALO SC: Ad hoc means there is a damage at a pump or at a station.

MAJOR PHIRI: Yes.

ADV KHUMALO SC: And for that short period, you deploy
20 as an emergency measure.

MAJOR PHIRI: Yes.

ADV KHUMALO SC: While, as you say, repairs are being done or because you anticipate that there is a service delivery protest or those kinds of issues.

MAJOR PHIRI: Yes.

ADV KHUMALO SC: My problem with your deployment letters, the ones that you signed, is that it was a permanent deployment. There was no end date to it. In other words, if Revo Spies had not terminated those deployments in June, the city would have been charged R17 million every month until forever. So, in effect, what you did is you turned what should have been ad hoc deployments to cover the vandalism in December. You have turned them into permanent appointments for Gubis.

10 **MAJOR PHIRI:** Chair, I am not in position of one of those. If I may, in which bundle are they?

ADV MOSIKILI: You can go to page 77 of file 2.

ADV KHUMALO SC: Tell me once you are there.

MAJOR PHIRI: I am there.

ADV KHUMALO SC: Are you on page 77?

MAJOR PHIRI: Yes, I am on page 77.

ADV KHUMALO SC: So just look at that deployment letter for Gubis. It gives them Moreleta Reservoir Pump Stations and then it says effective date and it says 15 January 2025.

20 Do you see that?

MAJOR PHIRI: Yes.

ADV KHUMALO SC: And then it sets out amount per guard is R20 925.

MAJOR PHIRI: Yes.

ADV KHUMALO SC: And then the grand total is R406 000.

MAJOR PHIRI: Yes.

ADV KHUMALO SC: But it does not say when this deployment ends, which means according to this deployment letter, unless somebody terminates this, Gubis could be deployed for three years at that Moreleta Reservoir Power Station. But that is not the point of an ad hoc security service. Ad hoc is you pick up that there is vandalism. On an ad hoc basis, you deploy security. It is not intended to be permanent.

10 **MAJOR PHIRI:** Yes.

ADV KHUMALO SC: But all your deployment letters, in effect, appointed Gubis on a permanent basis. And if Revo Space had not terminated this in June, they would have been entitled to this R14 million forever. Do you see my problem?

MAJOR PHIRI: Yes, I see your problem, Commissioner.

ADV KHUMALO SC: So, you did not take precautions to say, if it said, for example, this will be on a month-to-month, so unless we appoint you for February, your appointment
20 has stopped, so that they do not have entitlement to be there forever. And your deployment letters gave them entitlement to be there forever until the deployment is stopped.

And it goes back to your response to Advocate Mosikili when you said, what then is your involvement once

you issue the deployment letters? That you said, I have no further deployment. Which means you appointed them on what was supposed to be an ad hoc arrangement, but you appointed them on a permanent basis, and you left it there. And that is improper to me.

Do you understand that? Because the letter should have said, you are deployed there because there is a danger that there is going to be vandalism. But it is for this period. Here you only have the start date, but not the end
10 date. And it runs across all the deployments that you did. So that was my main challenge with you. Because it is a lot of money. I mean, this sums up, you know.

MAJOR PHIRI: Yes, may I answer?

ADV KHUMALO SC: You can comment.

MAJOR PHIRI: Commissioners, this deployment letter was intended for water and sanitation, not for TMPD. My mistake here is that usually when I write this, I say until further notice. Meaning the person who requested, who is paying, will tell us that from the 30th of June, I do not need
20 these deployments. I finished what I wanted to do and I do not need them.

I failed to get, besides this other document that gives me authority, I failed to get to one where I have an interaction with Mr Segolela to say, we cannot deploy guards at this place. And he says to me, but our budget for

security was taken by your department. I take note of that. But I know that ad hoc services can be stopped. In my mind, I know that you can ask for ad hoc services on the 15th. And on the 18th, you say, I do not need that ad hoc.

ADV KHUMALO SC: Exactly. That is my point.

MAJOR PHIRI: Yes, but now, on this one, Commissioners, I did this knowing that if someone tomorrow comes and says you can stop it, even in the main contract, I will just write you a letter and tell you that your services are not needed.

10 And then you can dispute it. But this is ad hoc services. It is where I say there is no impression that is created because this is not what you were given when we gave you the letter to deploy when the contract started. So, it is neither here nor there that you can dispute it. You cannot.

ADV KHUMALO SC: But do you accept that there is no end date?

MAJOR PHIRI: There is no end date.

ADV KHUMALO SC: Which means until somebody says to them in writing, stop, they are entitled to rely on this
20 deployment letter to continue being there.

MAJOR PHIRI: Yes.

ADV KHUMALO SC: And this letter you see is not addressed to Water and Sanitation. It is addressed to Gubis.

MAJOR PHIRI: Yes.

ADV KHUMALO SC: If you look at the addressee to Director of Gubis85 Secretary Solutions.

MAJOR PHIRI: Yes.

ADV KHUMALO SC: And this is the letter they relied on to remain in this site for six months.

MAJOR PHIRI: Yes, but Commissioners, what I am saying is, let us say I give this letter on the 14th. And my superior says to me, they tell me verbally or tacitly and say, Phiri, tomorrow this thing stops. I am telling you, I fought with a
10 lot of them because I will stop it that day and then you will not invoice the next day.

ADV KHUMALO SC: You are the coordinator and they do not have authority. So, I do not think it is right to say, because they did not say anything to me, I let it run forever. I do not think that is right. I will leave it there with you.

ADV BALOYI SC: Can I just understand on this discussion how it works?

MAJOR PHIRI: Yes.

ADV BALOYI SC: You have got Director Malatji.

20 **MAJOR PHIRI:** Yes.

ADV BALOYI SC: And we know from that earlier message that we saw that he writes, and he says deployment will happen from tonight on the 7th of January, right?

MAJOR PHIRI: Yes.

ADV BALOYI SC: At 18H00.

MAJOR PHIRI: Yes.

ADV BALOYI SC: And then you subsequently issue a deployment letter.

MAJOR PHIRI: Yes.

ADV BALOYI SC: Now there are these three players. There is Director Malatji.

MAJOR PHIRI: Yes.

ADV BALOYI SC: There is the Water and Sanitation Department, which is the client department. And then there
10 is you.

MAJOR PHIRI: Yes.

ADV BALOYI SC: When the instruction for deployment is issued, whether by Director Malatji as he did in that message or by you in your deployment letter, who makes the determination how long that deployment is going to be?

MAJOR PHIRI: It is the department.

ADV BALOYI SC: They tell you?

MAJOR PHIRI: Yes, they tell us their needs. Usually, they do not tell you. They will say, I need them for three
20 months. And you will write to - most of them will not say, I need them, but most will say, I need them for three months. But in those three months, the work will not be done. Maybe they wanted to put perimeter fencing and maybe cameras and stuff, but in three months it is not done.

And then they continue. So usually when I write

these deployment letters, because I already know, I will say until further notice. But on this one, I think I missed that part. But I knew, because already there were engagements that they would be paying and fixing, because I have done it before, where they said to me, water and sanitation, we need this place to be guarded. And then I will go there and tell them, but you do not have a fence and stuff, and they will say, that is why we need security. And then as soon as we complete that, we will stop. And they will indeed send
10 me an email and stop.

ADV BALOYI SC: So, in this case, when Commissioner Spies issues that termination letter to Gubis, and then Gubis responds to say, we have an appointment letter, and we will carry on working. Do you get to determine whether their services are still required? Because you say you go to the, in the normal course you would have gone to the site, ordinarily. You would have gone to the site and looked at the need for this service. So, when Gubis says to Commissioner Spies, sorry, we have got this letter from
20 Malatji, do you - not from you, signed by Phiri, do you and did you go to those sites to check whether Gubis was still required for the period, however long they carried on after that letter?

MAJOR PHIRI: In fact, the first site that I went to, I was in the meeting when they were issued letters.

ADV BALOYI SC: The letters, you mean the termination letters?

MAJOR PHIRI: Termination letters.

ADV BALOYI SC: Yes.

MAJOR PHIRI: I think it was on the 25th or 26th of June. The first ones that I went to is in Mamelodi and Cullinan. Because there were water issues. And I did not dispute the termination. It is not in my, it is above my pay grade. And I think I went again. Things were still fine. The guards were
10 out of the reservoirs in those areas. And in seven days, one of the directors, I do not remember, it is Mr Mabasa of Water and Sanitation, called me and said, have you been to Mamelodi? I said no.

He said you must go and check in Mamelodi Refilwe and come and tell me what you see. When I got there, the clear view fence was gone. The pump was damaged on all those three. And he said to me, I know it is above your pay grade but look at this. And I went and I looked. And then I came back, I reported to my senior, who is Doctor Elvis
20 Madihlaba.

I think within two months after that, without my knowledge this time, with the knowledge of the DC Spies and Doctor Madihlaba, because the director was already on suspension. And there were ad hoc services. But not in Mamelodi, in Refilwe, because those were new reservoirs,

but they were already vandalised at that moment. And then the pump station in Mamelodi, it was vandalised, water was not coming out. But I could not do anything, because they were stopped. And in Refilwe, ad hoc services resumed. Again, they are there, as I speak. Without my knowledge, but only my assessments.

ADV BALOYI SC: Yes, I am not sure that you have answered my question. I think what I am trying to understand is, in explaining your role, your functions, I
10 understood you to say it includes your risk assessment. You analyse whether the service is required. So, when the client department says we require security at this site, if things proceed regularly or normally, you will do the risk assessment.

MAJOR PHIRI: Yes.

ADV BALOYI SC: And then come back and say, you need four guards. Or no, you actually do not need guards. That is all secure, there is no problem there. Am I correcting that understanding?

20 **MAJOR PHIRI:** Yes.

ADV BALOYI SC: Okay, so on the back of that understanding of your functions, my question then is, when Gubis refuses to accept the termination of its ad hoc services, when they say to Spies, we have a letter of deployment, and it seems that is all they rely on, as far as I

remember that evidence, they do not say, you still need us, because you still do not have a fence, right?

MAJOR PHIRI: Yes.

ADV BALOYI SC: Or you have just installed a pump, but you have not yet secured the place. So, they do not say that. All they simply say is, to produce this kind of letter, and say, well, we have got authority to be there, you cannot terminate us. My question is, is it not part of your functions, at that point, to go and do that assessment,
10 whether their services are still required at those sites?

Because the way you explain the letter of termination, the problem that Commissioner Khumalo is raising with you, where your letter is for an indefinite period, you say, well, if the client comes to me tomorrow, and say we no longer need the service, I withdraw, that is it. And that is well and good, and I have no problem with that, but we have the real-life problem, or situation that happened, which is Gubis saying to Commissioner Spies, we have a deployment letter, we are entitled to be here.

20 **MAJOR PHIRI:** Yes.

ADV BALOYI SC: My question to you is, but when that happens, is it not part of your functions to go to the site, to those sites where you have issued these letters, which are now being sought to be withdrawn, and to do your assessment, and then you come back and you say to your

superiors, we do not need them, or we still need them. Is that not that part of your responsibilities?

MAJOR PHIRI: Commissioners, on this occasion, the letters come, in fact, they surprised me. Surprise, in fact, is not a word that I can use. I can say I was flabbergasted.

ADV BALOYI SC: The termination letters.

MAJOR PHIRI: Yes, when they come.

ADV BALOYI SC: Yes.

MAJOR PHIRI: And the departments, the Department of
10 Water and Sanitation, I did not even notify them. It is the
duty of the director to notify Herman Segolela now, to say,
remember, you do not have that. Now, Gubis comes to us, I
am not even aware of, I think I was copied on that email
that they say we have deployment letters the next day. And
then we tell them, but this is Ad Hoc Services.

You stop there and there. And they stopped. But,
when that department calls me now and says, Phiri, we do
not have security. I say, no, but we terminated, Director
Malatji will tell you. It is now the department that must
20 adjust evidence to say, you are terminating the security.
The problem is, we are sitting with this problem.
Immediately after terminating, we do not do any other
assessment after that.

The department tells us, no guys, we want to
continue. But the reason why the department left those

substations to be vandalised is because they provided a GL account and a call centre. They cannot come to us and say, guys, come back and do a risk assessment. Because they are not paying for the services. We are. Now, if they were paying for the services, they would have come to us and said, but what you are doing, guys, is malicious compliance. But on this one, they could not because they had nefarious intentions of telling us that they have a budget.

And at the end of the day, they did not have the
10 budget. So, when the DC Spies stops this, we think it is something that should have been done immediately in January, when the first invoices come. When they realise that the department do not have money. So, I cannot go back to them, to their side, and recommend to my seniors that no, no, no, we need security there. Although it is the right thing to do, Commissioner Baloyi. At that moment, it is not. The situation is volatile. But I am not privy to what is happening above me. But I am aware that by leaving these sites, we might have a problem. But I cannot say, let
20 us keep security there. It will show interest on my side.

ADV BALOYI SC: No, I think maybe you misunderstand my question. Let me ask it differently. Why did you not, when Gubis said to Commissioner Spies, we have letters, deployment letters, issued by Phiri. We have a right to be here. Why did you not say to Gubis and to Spies that they

should be removed? Those letters do not give them the right to be there indefinitely.

Because you are telling us the letter does not, even though it does not fix a period, your letter, it does not entitle a service provider to be there indefinitely. It is up to when you tell them. You would ordinarily say, that is enough. Because the government department has told you that. Now we have the situation here, where Gubis relies solely on your letter to say, this letter gives us a right to be
10 here.

MAJOR PHIRI: Yes.

ADV BALOYI SC: And they remain there for a longer period. And my question is, at that point, when Spies says to them, leave site, you need to leave site. And they say, no, Phiri has given us the right to be here. Why do you not say to Gubis, leave site? I am now instructing you to leave site. You are no longer required. Because you are the one that does that, right?

MAJOR PHIRI: Yes.

20 **ADV BALOYI SC:** You tell them on and off the way that it works.

MAJOR PHIRI: Yes.

ADV BALOYI SC: Why, in this case, did you not back up Spies by giving the instruction to Gubis that I gave you my letter, yes, that entitles you to be there, but now you must

move off?

MAJOR PHIRI: In actual fact, I must explain what happened. I am not aware of everything. It happens on the 25th, 26th. And I see the email. I cannot remember what day it was. But then when I see the email, because we have management meetings, we call Gubis, not only Gubis, but all other ad hoc services also that are cancelled, that are specified to be cancelled.

And then we say to them, you received a letter. It
10 means today, the day you received a letter, the date that is
written there, it means you stopped services. Hence, there
is no invoice for July. Because they stopped. I think there
was strong, I mean, DC Spies, just to test if my letter can
go beyond the cancellation date. And if I may say it, in our
profession as security practitioners, even if I tell you
verbally or with a WhatsApp, you stop. And then you
dispute by following the court procedures. We had many of
those. And then they know that this is, we will tell you
today and say tomorrow you must come to the office and
20 receive a letter.

ADV BALOYI SC: The answer is that you did. You did talk
to them to stop.

MAJOR PHIRI: Yes, they stopped.

ADV BALOYI SC: Okay.

MAJOR PHIRI: The invoice ended, I believe, in June.

There was not any other invoice from the 1st of July. They stopped.

ADV BALOYI SC: Thank you.

ADV MOSIKILI: Mr Phiri, let us go to the document that you just handed up to the Commissioners. It is LA2. And this is a document that you allege it gives you authority to act in a manner that you did in 2025. While I received this document, at least a complete part of it this morning, I have just read it now. And I want us to have a proper
10 understanding of this document. Now, that document you see at the heading, in fact, if you go on the very first page, it is attached to an email. Are you there?

MAJOR PHIRI: Yes.

ADV MOSIKILI: So, this is LA2. You will see on the first page is an email from Nava Pillay. And the context of it really is one sentence, which says this:

“Please find attached the security details as discussed at this morning's briefing convened by the CM.”

20 Now, we go to that letter of yours. Now, that letter is dated the 5th of May 2023. Now, what is important is this. It says security preparedness for the IDP and budget community consultation. And it says this:

“Regarding the above matter, the security operation plan will cover the following.”

And then it deals with what is going to happen when dealing with this consultation, community consultation. And then it deals with the issue of general safety. And then it says which department will be responsible and which areas are going to be covered. You will see it talks about crowd control, VIP Protection, and special operations, regional commanders. And then liaison with South African police service, public order policing, that is POP. And then this is where it deals with what you say it affects you.

10 **MAJOR PHIRI**: Yes.

ADV MOSIKILI: When it talks about the Asset Protection and Security Services.

MAJOR PHIRI: Yes.

ADV MOSIKILI: We will be responsible for, among others, the following. And then it lists on the following page.

MAJOR PHIRI: Yes.

ADV MOSIKILI: To ensure all private in-source guards are on duty and protection of buildings and assets. And it is not necessary for me to read the rest of the points, but they
20 deal with what ought to happen.

MAJOR PHIRI: Yes.

ADV MOSIKILI: And then it says that:

“Please find herein a contact list of all APSS members for their respective regions and their contact details.”

MAJOR PHIRI: Yes.

ADV MOSIKILI: And then it says:

“Also find and attach a list of TMPD members per region and their contact details.”

And then it says:

10 “Notwithstanding the above, we recommend the non-utilisation of the KT Motubatse Community Hall or security reason and an alternative venue be sourced.”

And then that is the table that we discussed. And you find your name at item 12. And you say to this Commission what is important is that the part that says NB overall coordination and command by Mr Andrew Phiri being yourself.

MAJOR PHIRI: Yes, Advocate.

ADV MOSIKILI: Okay, I put it to you that this document was solely focused on the event that was coming.

20 **MAJOR PHIRI:** Yes, for the event of, yes.

ADV MOSIKILI: Yes, it had nothing to do with deployment of sites ad hoc or otherwise.

MAJOR PHIRI: Okay.

ADV MOSIKILI: You accept that?

MAJOR PHIRI: Yes, I accept it.

ADV MOSIKILI: Yes.

MAJOR PHIRI: But can I further say something?

ADV MOSIKILI: Yes, you may.

MAJOR PHIRI: Advocate, as I have said, I failed to extract the one that will explain this better. I do not know for some reason I could not find it after being given my laptop. But if any of - any departments, they will know. In fact, it should read that I am also a troubleshooter. That means at 12 o'clock at night you will tell me that my sites are being
10 vandalised. And then my seniors will tell me we must get that place. But this one was just to show that Director Malatji knew that I have overall command. So that is the reason that not only for this event. In any other instances, you must contact me. I will know what to do.

ADV MOSIKILI: In fact, are you done, Mr Phiri?

MAJOR PHIRI: Yes, I am.

ADV MOSIKILI: Yes, in fact, the document, if you look at it, and then it expands on the next page. It lists all the regions.

20 **MAJOR PHIRI:** Yes, and the people who are supposed to.

ADV MOSIKILI: Yes, and the point really, I am trying to get across to you is that this document does not give you the authority to allocate and, using your words, to deploy the security service providers as you did in this case.

MAJOR PHIRI: Yes, it does not.

ADV MOSIKILI: At least on the face of it.

MAJOR PHIRI: Yes, on the face of it, you are right to Advocate. But I just wanted to indicate to the Commission, Commissioners, that my duties were not limited to what I had in this Commission. We are not limited to that. As Commissioner Khumalo has asked me, here it is being said that you are responsible for 6 and 7. But I also have another duty to coordinate.

So, in this part, it says, ensuring all private and in-
10 source guards are on duty and the protection of buildings
and assets. Now, Advocate, Commissioners, sorry,
Advocate, Commissioners. So, it will happen that we have
a site in Soshanguve in Jukulyn, and at that moment there
is no security. The management of community services,
and I cannot remember where they fall, they will have to
call me at that moment.

And say, they will write an email to Mr Nava and
Director Tshukudu. And then they will arrange and tell them
that the person who must come to your place at this moment
20 to see that security is deployed is the guy that is called
Phiri. The number is there. And someone even call my
bosses. They will call me directly or send me an email
directly to say, Phiri, you see with this problem, we are
sitting with this problem.

We need security. The reason I am referring to this

is because it has happened before. So, I want to highlight that even when Director Malatji took the decision, he knew the person to delegate to. So, it comes to, on my statement, where - it comes to LA1. The reason I attach this is because on LA1, page 1 of my annexures, where Director Malatji says, please get Phiri to run with the process and let us monitor the progress.

So, I am indicating that he knew that I have authority. So, in essence, what I am saying is, I derive that
10 authority because there are many instances where this is where I am referred to, to take care of the problem. So, this was just one to show you that if a building is not guarded, and the management of that building says it must be guarded, at that time, at IDPs or whatever, I had to make sure that there were security guards. Either way, on ad hoc services or on my own discretion, taking guards somewhere, putting them there. So, I had that right. I could take guards from Tshwane Market, put them in Mokopane, at that moment.

20 **ADV MOSIKILI**: Sorry to interrupt you. I accept that. The only proposition which I think I have accepted your answer is to at least agree that that document really only related to one event, and that is all there is to it. I understand the fair explanation, but for now, the question was really confined to that document, that it related to a specific event. So,

that is all I was saying to you.

MAJOR PHIRI: I accept that, Advocate. But I must say to you, Commissioners, had I known that this letter would not suffice, I would have extracted other emails that shows that authority was given to me. But authority and instruction, I understand, are two different things. But at the very same time, I am saying authority I had from Director Malatji and then others at the back. So, this was just to indicate that I did not act *ultra vires*. I was not a rogue inspector as I
10 made to be seen, I was following instructions.

ADV MOSIKILI: All right. Let us move to page 18 of your statement. It is Annexure LA05.

MAJOR PHIRI: Page 18?

ADV MOSIKILI: Yes.

MAJOR PHIRI: File?

ADV MOSIKILI: The first file, file 1.

MAJOR PHIRI: File 1, page 18.

ADV MOSIKILI: One eight, yes.

MAJOR PHIRI: Yes.

20 **ADV MOSIKILI:** Now, you will remember while having a discussion with Commissioner Baloyi and you were asked about the deployment letters relating to Klapperkop Pump Station and Brickfields Pump Station. And part of the discussion between the two of you was that, at least in this email, we see that Gubis, at least some of their staff

members were copied on that email.

MAJOR PHIRI: Yes.

ADV MOSIKILI: And then in explanation, you said that you carried out this instruction, but then while this took place a bit earlier, as this email is dated the 7th. You, however, when you dealt with your letters of the 14th, you did not see the need to backdate because you had to deal with it as and when you were dealing with those letters.

MAJOR PHIRI: Yes.

10 **ADV MOSIKILI:** Did you remember that?

MAJOR PHIRI: Yes, I do.

ADV MOSIKILI: And remember part of that discussion, it started from when you were reading paragraph 15 and 16, where there was a bit of a disjointed of the two paragraphs.

MAJOR PHIRI: Yes.

ADV MOSIKILI: Yes, now I want to put it to you that that answer that you gave is incorrect.

MAJOR PHIRI: Yes.

20 **ADV MOSIKILI:** Because I want to draw your attention, if you go to file 2, the second file.

MAJOR PHIRI: Yes.

ADV MOSIKILI: And you go to page 81. Let us start with 81.

MAJOR PHIRI: Yes.

ADV MOSIKILI: You will see that, remember this is where

you say, well, the reason why you gave this instruction to Gubis is because you were told to do so and you acted according to that and you made sure that that is done. But when you look at page 81, you will see that that letter is dated the 1st of January, and you will see that your signature appears at the bottom and there is a date to it. It says 07-01-2025.

MAJOR PHIRI: Yes.

ADV MOSIKILI: Now, you will see the same – now this one
10 deals with Brickfields and you will see on page 83 the same letter dealing with Klapperkop.

MAJOR PHIRI: Yes.

ADV MOSIKILI: Similarly, it is dated the 1st of January, and you will see that your date says 07-01-2025.

MAJOR PHIRI: Yes.

ADV MOSIKILI: And you will see the number of the armed guards, the number of the patrol personnel in the vehicle, the accord with what is on the email. You accept that as well?

20 **MAJOR PHIRI:** Yes.

ADV MOSIKILI: Yes.

MAJOR PHIRI: The 7th, remember when Commissioner Baloyi asked me the question, he was referring to page 77.

ADV MOSIKILI: No, no, I am putting it to you to say that answer of yours could not have been correct.

MAJOR PHIRI: Yes, it was incorrect.

ADV MOSIKILI: You accept that?

MAJOR PHIRI: Yes, I do.

ADV MOSIKILI: It does not speak to the 14th.

MAJOR PHIRI: It does not speak to the 14th of this letter.

ADV MOSIKILI: Yes, so, we cannot rely then on that email to say that gave you authority with regard to the letters of the 14th. At least you have to accept that. This email refers to the 7th, and your letters also refer to the 7th. So,
10 we will come and deal with the 14th but at least let us accept that.

MAJOR PHIRI: I accept it. In fact, I remember that I did it on the 7th.

ADV MOSIKILI: Yes, now we still have to deal with the issue of the 14th to say where did you obtain your instructions and also, not just the instructions authority, but also to specifically allocate to Gubis. But at least we have to put that aside, that those letters of the 14th had nothing to do with what Director Malatji had written on that email
20 because separate letters exist for that allocation. Now, Mr Phiri, you will accept that three people came to testify before this Commission.

MAJOR PHIRI: Yes.

ADV MOSIKILI: Dealing with the issue of these letters. We had DC Spies, we had DC Bolhuis, and we also had

Director Malatji.

MAJOR PHIRI: Yes.

ADV MOSIKILI: And the crux of their testimony is that they never gave you instructions, or you never had authority to allocate any sites to Gubis as you did. Can we go to file number 3 and go to page 59? In fact, go to 69 to get the point.

MAJOR PHIRI: 69.

ADV MOSIKILI: Yes, 69.

10 **MAJOR PHIRI**: I am there.

ADV MOSIKILI: Now, this is Director Malatji's statement, which when he was being deposed to, he stood by the statement, and this was also recorded in the transcript. So, at paragraph 23, well, in fact, let us deal with 24. When asked the question whether I delegated powers of allocation to anyone, in particular Mr AL Phiri, in respect of the sites to be guarded by the service providers rendering services under TMPD0226 and 2017. And then he says this:

20 "I have not delegated powers of allocation to anyone in respect of the sites to be guarded by the service providers rendering services under TMPD0226 and 2017."

And then the question says whether you approved or mandated allocation of security services, in particular,

Gubis85, in the period between December 2024 to June, to 30 June 2025. And he says that he did not approve or mandate the allocation of the security to Gubis in the period between December 2024 and June 2025. Do you have anything to say in relation to his evidence in that regard?

MAJOR PHIRI: Paragraph 24 it is already answered with the email that says, get Phiri to run with it, Commissioners. Director Malatji was incorrect. And to further state, immediately when you hand me a department, the emails
10 will suggest the updated list. The email will tell you that now you can speak directly to Mr Phiri, Commissioners. This statement is incorrect and malicious.

And I did not approve or mandate the allocation of ad hoc security services to Gubis85 Solutions Limited in the period between December 2024 to June 2025. We had a meeting with Herman Segolela, where Director Malatji said, I must convene that meeting. And in saying that, in that meeting, I do not have the minutes, but his secretary was there, must have that minutes.

20 He said to Herman Segolela hence you will see that in the image that I attach, now Mr Herman Segolela tells me, updated list, redeploy, cancel this one, send to this one. It is because he is told as a representative of water and sanitation business unit that now you communicate to Phiri. Under the instruction in that meeting, it is

unfortunate I do not have those minutes.

Now, Advocate Mosikili, let me tell you something that you were not told in this Commission. My letter of deployment does not give SCM or creditors to pay, and you can dispute that letter. Now, how things work in Tshwane is that you get an invoice. That is the part that is missing in this statement that I made frivolously about my name. When you get that invoice, I do not sign that invoice.

I do not. I am not even involved there. I have
10 already told you that I made sure that the guards are there. Now, you put your signature as Director Malatji, and you are validating what you said you did not approve. But you are approving it by signing it. And then you send it to DC Bolhuis. He signs it at that amount. Then it goes to Finance or Department of Water. They take it at face value. Is that possible? To me, it is not. The people knew, and they signed. They validated what was written here. So, if he says I did not approve a mandate, then how does that happen until June? So, this statement, to put it mildly, is
20 incorrect.

ADV BALOYI SC: Can I just ask this? The page 18 document, email, from Director Malatji, it nominates two pump stations by name, Klapperkop and Brickfields, but then your letters, it is quite a number of letters, and they deal with different pump stations.

MAJOR PHIRI: Yes.

ADV BALOYI SC: Where do you draw the authority? To the extent that you have given us this letter, this email at page 18, as the source of authority, or as evidence that you were given directions to deal with this, which on the face of it I accept.

MAJOR PHIRI: Yes.

ADV BALOYI SC: But then your instruction, your letters of deployment cover quite a lot of stations, or facilities if you
10 like.

MAJOR PHIRI: Yes.

ADV BALOYI SC: Where does that power, your power to have given in respect of the many others, where do you say that comes from?

MAJOR PHIRI: If we go to page 7 of my annexures, it is Friday, January 10th, 2025. Now Herman Segolela, being told in a meeting, that the person who will be dealing with your problems is Mr Phiri. He sends an email at 11:23 am:

20 “Mr Phiri, I hope this finds you well. This
 is the updated list.”

But here, he sends this to me and my supervisor, which is Doctor Elvis Madihlaba. Now, the authority came with that email. Let him run with it. It is given to Doctor Elvis Madihlaba. There is no need for now, because we had a meeting, we convened a meeting on the 6th, we agreed that

Mr Phiri will run with the process. Now, for ease of operation, because the director has other issues that he must deal with, it is not only water and sanitation. There have to be meetings, section 79 meetings and stuff. Herman Segolela now, he knows that Director Malatji gave me a point.

ADV BALOYI SC: So, he is the one that gives you the list of stations?

MAJOR PHIRI: Now he gives me the list of stations. It is
10 his allocation, his deployment. What I must do now is to go there and make sure that indeed this is the place.

ADV BALOYI SC: So, you are not saying page 18 is the power you have to deploy to the many other stations, because page 18 speaks only to Brickfields and Klapperkop, right? That is your page 18.

MAJOR PHIRI: Yes.

ADV BALOYI SC: It is specific to those two stations.

MAJOR PHIRI: Yes.

ADV BALOYI SC: You are saying to us that it is the
20 meeting, this meeting you are referring to, and the earlier email that we looked at, which I think it said Phiri will run with it.

MAJOR PHIRI: Yes.

ADV BALOYI SC: You are saying that is where you drew your authority in respect of the other stations, effectively to

execute Segolela's list as he gives it to you. Is that what you are saying?

MAJOR PHIRI: Yes, in fact, what I should say is that the deployment on the 7th is in pursuance of the decision that was taken in the meeting of the 6th, because the meeting of the 6th gives effect that Mr Phiri will – in fact, let me read it so that I do not – it says – it tells Doctor Elvis Madihlaba that please get Phiri to run with the process and let us monitor progress.

10 Remember in the meeting, already Segolela has told us, Herman, that we do not have this problem only here. We have a larger problem that you must deal with. So, you must prepare yourself. So, I am now leaving my other duties, delegating them to another colleague of mine to say please take care of my regions and stuff and my meetings, reschedule some of my meetings. And now I am going to see what is happening. So, they come in as they come to say, Mr Phiri, because I have already given an instruction, now I must execute.

20 **ADV BALOYI SC:** Understood. Thank you.

ADV MOSIKILI: Mr Phiri, maybe to piggyback on that question, you will see that at page 7 of file 1, and then what is then referred to by Herman Segolela is what is called an updated list, which then appears on page 8.

MAJOR PHIRI: Yes.

ADV MOSIKILI: Now, when you look at that list and then you compare it with a - maybe you could go to file number 4 on page 153.

MAJOR PHIRI: Page 153.

ADV MOSIKILI: 153, yes, of file 4.

MAJOR PHIRI: 153.

ADV MOSIKILI: 153, yes, file 4.

MAJOR PHIRI: 154.

ADV MOSIKILI: 153, file 4 and then 153.

10 **MAJOR PHIRI:** I have 153 and 154 in front of me.

ADV MOSIKILI: Yes, so on 153 what you must see is a document that says summary of sites allocated to Gubis by Mr Phiri. Is that the one you have?

MAJOR PHIRI: Summary of sites allocated to Gubis85 by Mr Phiri.

ADV MOSIKILI: Yes, now this document, it is populated from the letters that you signed.

MAJOR PHIRI: Yes.

20 **ADV MOSIKILI:** Yes, and really part of the question that Commissioner Baloyi was asking you was that, at the very least, accepting that even if for a moment that Herman Segolela had the authority to dictate to you as you put in your statement who to allocate and which sites in question, the question really at the heart of it is that on page 8 you have 19 sites that are identified and then on your letters, on

the summary of what we have here, you have 38 sites. It is actually 40, but I have subtracted two which belongs to Doctor Madihlaba. So, with yourself it is 38. And what we are trying to reconcile is that where did you obtain the instruction to allocate the difference?

MAJOR PHIRI: Just the last question so that I can give you a proper answer.

ADV MOSIKILI: Yes, you have on page 8 what you referred us to as a list of sites which is a total of 19 sites.
10 But when you look at page 153, you have a total of 38 sites. So, there is a whole difference of sites that do not accord to what you are telling us in terms of your email. So, the question I am asking you is that how do you account for the remainder of the sites for a moment?

MAJOR PHIRI: Okay, remember the questions that were sent to me is authority, instruction, process, and generation and paying of PO's. Now, I had to prove Commissioners that I had authority from Director Malatji. I got an instruction from Director Malatji. Water and sanitation got
20 their own people to work. I am not responsible for - I am answering those questions.

But should have the question came and said we need evidence to show that Mr Segolela is sending you this list. And then I would have put the emails to show that that I did not just go and identify sites. He identifies sites, he

allocates Gubis, and then mine is to go. There are emails to that effect. I am not just going around doing - even there are emails where he says, I have seen that there.

I am done maybe in Waverley. Please redeploy these guards to Sunderland Ridge. Because now he is in control. He is telling us where his problems are. And then we are going where he tells us. I do not identify these sites. He identifies them. But the question from the Commission did not say, Phiri, show us how did you arrive
10 at 38. I would have showed you that as much as I have given you the updated site, I would have shown you that the updated site also comes with new sites.

CHAIRPERSON: Mr Mosikili, perhaps in the interest of time, let us resolve this by affording Major Phiri an opportunity to supplement on this point.

ADV MOSIKILI: Chair, I am happy to do that. But the question still remains, and it is not really what was sent to him. The question remains is that the letters that he sent, and that is what he must answer to, this is what is before
20 the Commission.

CHAIRPERSON: That is pretty clear, that it has only the number that you referred to, which is much, much lesser than or fewer than what you referred to later. And I do not think that will change in the interest of time. I think you have made your point. You have made your point with

regard to that. And then that is what Major Phiri says he would have addressed, that his mind had been directed to that specifically. And it is on that that I think, in fairness, we should afford him an opportunity to supplement. You are free to respond to me.

ADV MOSIKILI: Yes, Chair. I take you to that, Chair. I will take the answer as it is, that at least for now, there is no account. Even if we were to accept that he had authority from either Herman or Malatji, there is still a deficit of at
10 least 50 percent of the letters that he can account for.

CHAIRPERSON: Yes, yes, yes. Thank you, thank you. Major Phiri, you say, had your mind been directed to this issue, you would have been able to address it. So, I afford the opportunity to supplement your statement by addressing this issue.

MAJOR PHIRI: Definitely, Commissioner.

CHAIRPERSON: By when do you think you can file a supplementary statement?

MAJOR PHIRI: First, I have to request Director Danny
20 Minnaar to access - I have my laptop, but I have to access a municipal building. And then that - I cannot say by Friday. But the Commission can give me a deadline. But I think by Wednesday, because I will definitely send them the request and the update.

CHAIRPERSON: Wednesday or Friday, what should I give

you?

MAJOR PHIRI: Wednesday.

CHAIRPERSON: Wednesday is fine.

MAJOR PHIRI: Yes, Wednesday.

CHAIRPERSON: All right, then you are directed to file that.

MAJOR PHIRI: Yes, I will work it over the weekend, and then I will send them.

CHAIRPERSON: To file it by Wednesday.

10 **MAJOR PHIRI:** Thank you.

CHAIRPERSON: Thank you.

ADV MOSIKILI: Thank you, Chair.

CHAIRPERSON: Yes, Mr Mosikili. Mr Mosikili, I hope you do not feel that I curtailed your cross-examination on this. Because as I say, I think you have made your point, and we understand it perfectly.

ADV MOSIKILI: No, Chair, I accept that.

CHAIRPERSON: Thank you.

ADV MOSIKILI: I will move on from ...[intervenes]

20 **CHAIRPERSON:** Thank you.

ADV MOSIKILI: I am still on the same point, but it is on a different angle, Chair.

CHAIRPERSON: All right, all right.

ADV MOSIKILI: Yes. Mr Phiri, you testified that when you received – so, the question is, when you received the

instruction, finally, on the 10th of January, that would be the email on page 1, LA01, from Mr Herman Segolela.

MAJOR PHIRI: LA?

ADV MOSIKILI: Page 1, file 1.

MAJOR PHIRI: Page 1.

ADV MOSIKILI: Yes, so you go to your first file, and then it refers to your Annexure LO1, on page 1.

MAJOR PHIRI: LO1.

ADV MOSIKILI: Yes.

10 **MAJOR PHIRI:** Yes.

ADV MOSIKILI: You see that on top there is an email from Herman.

MAJOR PHIRI: Page 1.

ADV MOSIKILI: Yes.

MAJOR PHIRI: From Herman.

ADV MOSIKILI: Yes, so, what is your annexure, LA01? Yes, now go to the very top of the email.

MAJOR PHIRI: Yes.

ADV MOSIKILI: You see that?

20 **MAJOR PHIRI:** Yes.

ADV MOSIKILI: Now that is an email addressed to you.

MAJOR PHIRI: Yes.

ADV MOSIKILI: And that is an email that gives you the go-ahead. Is that correct?

MAJOR PHIRI: Yes.

ADV MOSIKILI: So, the question is that, how many sites did you then visit on the day?

MAJOR PHIRI: On the day?

ADV MOSIKILI: Yes.

MAJOR PHIRI: There are no sites attached here. On the 10th, let me see these sites.

ADV MOSIKILI: Remember your testimony is this, Mr Phiri, let me assist you. You say that finally you received the final go-ahead on the 10th having taken into account all
10 these developments between Mr Herman, Mr Malatji and you say on the 10th is what triggered you to start doing your job. And then obviously on the 14th you signed those letters. So, the question is that, how many areas did you visit?

MAJOR PHIRI: If you take out number 7 and number 10, because they are already done, and it is 19 sites. Or you take out number 1 also, it is 16. Moreleta, Garsfontein, Grootfontein, Carina, Elardus Park, Muckleneuk. Oh, it is 15. You must take out number 19. Rooiwal, it is already in force. He is not aware. I am aware. Because he is the one
20 that I am taking, he started in May.

So, it is 15. So, if I read you this, it is in region 6. The reservoirs in Glenway, I see there is Glenway Estate Figure. They are in region 6. That is your Mamelodi up until Garsfontein. It takes me four hours to visit all of those sites. You take Rayton Reservoir and Refilwe. It is already

- I know these two sites. This is what I am talking about, that I have been to these sites before he can send me this.

Because these sites, when he sends them, I realise that he is not aware. But I say to him, let me go to Rayton and Refilwe and satisfy myself. But I know them. I go there, it is in region 5. When I am finished with Mamelodi, I just drive around, I think it is 15 kilometres. It is not exactly in that area. It is on the road going to Moloto. When you move from Glenway, I think it is just 5 kilometres
10 in the bush. I just go there and I see the sites. But these are new sites, I have been there before. And it was in December, I think, 2023. And then I go there. And then it says Floruana LL Reservoir Pump Station. It is in Pretoria North. So already now ...[intervenes]

CHAIRPERSON: Perhaps to deal with this more quickly. Did you do all of this in one day or not?

MAJOR PHIRI: Yes, I did.

CHAIRPERSON: And what was the day or date?

MAJOR PHIRI: I think it was, he sent me this on the 10th.
20 I think I either went - if I can see the email. I either went, I started on this day. Because remember now, Commissioners ...[intervenes]

CHAIRPERSON: Now when you say you started, because you just said you did all of them in one day. When you say started, are you suggesting that you started and did not

finish or you started and finished?

MAJOR PHIRI: I started and finished.

CHAIRPERSON: All right.

MAJOR PHIRI: Because I am on standby.

CHAIRPERSON: Can you tell what date it was?

MAJOR PHIRI: I believe I started on the same day.

CHAIRPERSON: On the same day.

MAJOR PHIRI: Yes, on the 10th. It must be just after 12.

CHAIRPERSON: All right, thank you. I think that is what
10 he wanted to establish Mr Mosikili. Not so much the order
in which he did this and the time he took. Does that answer
your question?

ADV MOSIKILI: It does, Chairperson, answer the question.
It just still begs the other question as to how many sites did
he visit. Because the letters that were produced, according
to our records at least ...[intervenes]

CHAIRPERSON: I think he did answer that. He said taking
out this and that and that site, then it is this total. I think
he did answer that. Unless you want him to just give you
20 that total again.

ADV MOSIKILI: Yes, that will assist me for my notes.

CHAIRPERSON: Yes.

MAJOR PHIRI: Okay, you take out number 1. And take
out number 3 and 4. It is three now. You take out number
7. You take out number 10. You take out number 14,

Glenway. You take out number 19. So, I visited it is 5 or 6. I visited 14 on that day. The nature of my work advocate, I am one person. I can start work at 6 and finish at 2 ...[intervenes]

CHAIRPERSON: All that is wanted now is the total.

MAJOR PHIRI: It is 14.

CHAIRPERSON: Yes.

ADV MOSIKILI: Yes, thank you, Mr Phiri. Can we then deal with the last sub-topic before we go to the next stream? And this relates to the question that was posed probably earlier to you, and definitely it was canvassed with the CFO when he came here, Mr Mnisi, as to the processes that ought to be followed. And that is something that I realise that you also need to explain relating to purchase orders. Can you go to page 111 on file 4?

MAJOR PHIRI: File 4?

ADV MOSIKILI: Yes.

MAJOR PHIRI: 111, file 4?

ADV MOSIKILI: Yes, now before you get into – so, it is 11, are you winning?

MAJOR PHIRI: Yes, I am there.

ADV MOSIKILI: Yes, there was much huffing and puffing about the processes that relates to purchase orders and the processes. Now ...[intervenes]

CHAIRPERSON: I hope your meaning of huffing and

puffing is different to Mr Mnisi's, because I know huffing and puffing to mean the opposite of what he said. Please continue.

ADV MOSIKILI: Indeed, Chair. I will try not to huff and puff. Mr Phiri, do you recognise the document?

MAJOR PHIRI: Yes.

ADV MOSIKILI: What is that document?

MAJOR PHIRI: It is a memo from Mr TP Malatji and Mr Nava Pillay.

10 **ADV MOSIKILI:** And it is dated 23, January 2023. Can you read into the record the subject matter of that letter or that memo?

MAJOR PHIRI: Okay:

20 "Standard operating procedure, acquisition of additional new security services. The requesting department must address a request to the Office of the City Manager, Asset and Property Protection Unit, OCM. APPU will conduct a security risk assessment on the sites where security is required and make recommendations as well as provide quotations for the provision of such requested services. The requesting department must then send to the OCM

APPU a formal letter of request signed by the cost centre owner, where the money will come from, indicating the cost centre number, general ledger account, and how much must be committed for the services. The GL and cost centre will be verified for sufficient funds. Upon funds being available, a purchase order will be created and sent to the cost centre owner for release. Once a PO has been released, the OCM APPU will then go ahead and provide the services and monitor such services.”

10

Mr TP Malatji signs it on the 23, January 2023, and then Mr Nava Pillay approves.

ADV MOSIKILI: We are not the city officials. Can you explain to us, what is your fair understanding of the process here, Mr Phiri, just to assist the Commission?

MAJOR PHIRI: To assist the Commission, I would say this, in the Office of the City Manager, it is a memo outlining the standard operating procedure. It indicates what must happen. But, Advocate, Commissioners, this was not followed in this instance. The reason is, there were already services that were provided without our intervention, which were irregular, from the Department of Water. We come to

20

realise when they have a problem ...[intervenes]

ADV MOSIKILI: I get that. Before you get that, I was just saying, on what the document, the process that it prescribes, then we can come to this instance whether it was followed or not. I think you did say, for whatever reasons. I just want to understand how it works ...[intervenes]

MAJOR PHIRI: How it works?

ADV MOSIKILI: Yes, in terms of when you in an ideal
10 situation and when will a purchase order be produced?

MAJOR PHIRI: What it says here, it is true, a purchase order must be produced before work is done. But the systems in the City of Tshwane now as we speak, as we are here, does not allow that. Because they do not rely on the quotation, they rely on an invoice. Remember now, here they are talking about the quotation. Creditors say in SCM, we cannot produce a PO without an invoice.

Hence, I said to Advocate, Commissioners, a quotation is as much as a deployment letter. It does not
20 give effect for SCM or creditors to pay. So, you must validate an invoice, then that interest is made to create the PO. As we are sitting here. Because you can create one PO now, for services that will be rendered for 3 months, you can create it for 3 months, and there will be ease of operations. But then, you have validated with an invoice

that this work has been done.

ADV MOSIKILI: Thank you. I think the document is clear as to what ought to be done. Chair, I still have to cover the financial aspect of reaching to Mr Phiri, and I see that it is 12:59.

CHAIRPERSON: Let us do that at 2 pm. Let us adjourn until 2 pm.

INQUIRY ADJOURNS

INQUIRY RESUMES

10 **CHAIRPERSON:** Yes, Mr Mosikili.

ADV MOSIKILI: Thank you, Chair. Mr Phiri, please go to file 2 and I refer you to page 152 of that file.

MAJOR PHIRI: 15?

ADV MOSIKILI: 152. You should have before you, Mr Phiri, a bank statement if, when you get there. It is a Standard Bank statement.

MAJOR PHIRI: Yes, I do have it.

ADV MOSIKILI: Yes, and I think this statement, part of the statement is also duplicated in your own annexures anyway.

20 **MAJOR PHIRI:** Yes, it is not Standard Bank, it is ABSA Bank.

ADV MOSIKILI: Thank you, yes. On 51, that is where the Standard Bank ends and we start with ABSA, that is correct.

MAJOR PHIRI: Yes.

ADV MOSIKILI: Yes. I want us to focus on, there is a

payment. Just ...[intervenes].

ADV BALOYI SC: Maybe for the record you confirm it is his bank account.

ADV MOSIKILI: Yes, Mr Phiri, can you confirm that that is your bank statement?

MAJOR PHIRI: Yes, it is.

ADV MOSIKILI: Thank you. And for now, Commissioners, I want us only to confine ourselves to the payment of, made on the 13th of May 2025 of R150,000.00. There are other
10 payments that we can deal with later. You will see that it is, the reference to that payment is “stationary refund”. Chair, this transaction is recorded on Mr Phiri's statement as well and he explained that when he was in chief that that was a loan from a friend. And when I asked him the name of the friend, he said to us the name of the friend was one William Masupye. Mr Phiri, can you confirm that?

MAJOR PHIRI: Yes, I did so. I did say that.

ADV MOSIKILI: Thank you, Chair. Now, Chair, we had to go and try and find out and subpoena the banks to find out
20 the source of the transaction. And, Chair, I will refer you on file 4 to page 150 of file 4, one five zero. So, what we have done, Chair, as indicated we have subpoenaed the banks to get the source of this payment, because from the face of a bank statement, at times you cannot see who the money comes from.

Now, on page 150, you will see that we just deal with one transaction and that is the account of Mr Phiri. And you will see on the third column the amount of 150, the third column the date of the payment, and that accords with the cross-reference of “stationary” when it says cross-reference to. And you will see that there is also what you call a matching account number. So that will be the account where this amount was made. And in this case, Chairperson, you will see what appears on the far right is
10 what you call Gabotje Logistics. So at least what that demonstrates, Chairperson, is that the amount you see on page 152 was made by a company called Gabotje and that is supported by what appears on 150. Now, Chair, could you please then go to page ...[intervenes].

CHAIRPERSON: Do you want to get confirmation from Major Phiri of what you have ...[intervenes].

ADV MOSIKILI: I will give him a chance to comment, but is there anything you want to say for now?

MAJOR PHIRI: No. In fact, what I can say is that I
20 realized when I retracted my statement that it is written “stationary refund”.

ADV MOSIKILI: Yes.

MAJOR PHIRI: Yes.

CHAIRPERSON: But do you ...[intervenes].

MAJOR PHIRI: I realized just ...[intervenes].

CHAIRPERSON: But do you accept as reflected at page 150 that this was actually a payment from Gabotje Logistics (Pty) Ltd?

MAJOR PHIRI: I knew it as payment from William Masupye, but at the time that he sent me the money, I did not take note that it is written “stationary refund”, because I needed money as quickly as possible.

CHAIRPERSON: Okay. All right, all right. Yes, you may continue, Mr Mosikili.

10 **ADV MOSIKILI:** Thank you, Chair. Chair, on the same file, we can go to page 60.

ADV BALOYI SC: Same file?

CHAIRPERSON: Same – oh.

ADV MOSIKILI: Same file 2, yes.

ADV BALOYI SC: File 2?

ADV MOSIKILI: File 2. Now, six zero, Chair. Now, Chair, on page 60, you will see that that is what we call an XTND summary, and you will see the name there that appears is Mr William Masupye, and what I need to refer the
20 Commission to is page 64 of that document. So for the purpose of this ...[intervenes].

MAJOR PHIRI: Sorry, Chair. On page 60?

ADV MOSIKILI: 4, 64.

MAJOR PHIRI: Six zero you said, you referred to something.

ADV MOSIKILI: Six zero is the name of William Masupye right on top there. Do you see that?

MAJOR PHIRI: On top?

ADV MOSIKILI: Yes.

MAJOR PHIRI: On six zero?

ADV MOSIKILI: Yes. I can just make sure. Yes, on file 2.

MAJOR PHIRI: On file 2? I am on file 4.

ADV MOSIKILI: Okay.

MAJOR PHIRI: Six zero.

10 **CHAIRPERSON:** Is that file 2, the one ...[intervenes].

MAJOR PHIRI: Yes, this is file 2.

CHAIRPERSON: Yes. Just go to page ...[intervenes].

MAJOR PHIRI: Six zero. Yes, I am on six zero.

ADV MOSIKILI: And then move to ...[intervenes].

CHAIRPERSON: You see there it refers to the ...[intervenes].

MAJOR PHIRI: Yes.

CHAIRPERSON: Look at the name reflected there, first name and surname.

20 **MAJOR PHIRI:** Yes.

CHAIRPERSON: And then go to 64. It is still the same document.

MAJOR PHIRI: 64 of file 4?

CHAIRPERSON: Same file, same document, same document, Major.

MAJOR PHIRI: Yes, I see.

CHAIRPERSON: Yes. So, at 64 it is, that same document is still continuing.

MAJOR PHIRI: Yes.

ADV MOSIKILI: Yes, Chair. For the purpose of this discussion, Chair, what we need to look at, you will see that this document, what it does, it shows, it gives a profile of Mr Masupye, and for the purpose of this exercise, there Chair will see right at the bottom, line number 4 from the
10 bottom, there will be a company called Gabotje Logistics, and that comes under the topic “directorships”.

CHAIRPERSON: You say line 4? I am not sure I get that.

ADV MOSIKILI: Four from the bottom.

CHAIRPERSON: Sorry, four from the bottom?

ADV MOSIKILI: From the bottom, Chair.

CHAIRPERSON: Sorry. Thank you.

ADV MOSIKILI: Yes. Now, that document, Chair, at least it depicts the companies that Mr Masupye will be a director of, and you will see that one of the companies that he holds
20 directorship is Gabotje Logistics.

CHAIRPERSON: Which appears to be the same company we saw in, was it file 4?

ADV MOSIKILI: Indeed, Chair, that is the company that made the payment of R150,000.00.

CHAIRPERSON: Yes. Okay.

ADV KHUMALO SC: Major, do you see that?

MAJOR PHIRI: Yes, I see.

ADV MOSIKILI: Now, if you go further up, Chair, it will also shows you that, under the employers, it shows you that Mr Masupye is employed by Gubis85 Solutions. Do you see that, Mr Phiri?

MAJOR PHIRI: Yes.

ADV MOSIKILI: Yes. Now, part of the questions that was posed to you to answer to this Commission was that
10 whether you have received any incentives or benefits from Gubis.

MAJOR PHIRI: Yes.

ADV MOSIKILI: And you answered to the negative.

MAJOR PHIRI: Yes.

ADV MOSIKILI: Is that still your answer?

MAJOR PHIRI: Yes.

ADV MOSIKILI: Chair.

ADV BALOYI SC: What is the nature of your relationship with Mr Masupye?

20 **MAJOR PHIRI:** I have known Mr Masupye from when I completed my matric in 1996. He was staying at Dube in Soweto, and I was staying at my aunt's in Naledi and we met through the Pastor's child. At that time, we were still young stars. I was working in Sandton, and then I came to know him in 1998.

ADV BALOYI SC: Okay.

MAJOR PHIRI: And then we went on, but went on and off, not knowing we were doing our things at that moment, until we met again, I think, in 2005, when I was working for a tracking company, tracking vehicles, and my duties were in Soweto. So I met him so that I knew where vehicles were taken when they were stolen.

ADV BALOYI SC: Okay. So ...[intervenes].

MAJOR PHIRI: He is a friend.

10 **ADV BALOYI SC:** He is a friend?

MAJOR PHIRI: Yes.

ADV BALOYI SC: Did you know that, do you know that he is a director of Gabotje Logistics?

MAJOR PHIRI: Ja, when I am working, I was doing lots of stuff and we met again, just around 2017, again. And then he was doing well, and our friendship grew again.

ADV BALOYI SC: Okay.

20 **MAJOR PHIRI:** But it was not a friendship that, I will say, was sustainable. It was a friendship when maybe I need something from him or he needs something from me, we would call each other and do whatever we wanted to do.

ADV BALOYI SC: Okay, so it is not a, would you describe it as a close friendship?

MAJOR PHIRI: It is not a close friendship. It was not a close friendship then. It became serious just around 2000,

during COVID, and we came to know each other better.

ADV BALOYI SC: Okay. And did you know that he is employed by Gubis85?

MAJOR PHIRI: I came to realize that when Gubis85 started working in 2022, but he did not say that I am working for Gubis. He just said I am in business relationship with Gubis.

ADV BALOYI SC: Okay, but you became aware that he is doing work for Gubis?

10 **MAJOR PHIRI:** Yes, partnerships somewhere in Mpumalanga.

ADV BALOYI SC: Okay, thank you.

ADV MOSIKILI: Thank you. And Mr Phiri, you would know and be familiar with Mr Calvin Mahlangu?

MAJOR PHIRI: Yes, I know him. He is a director of Gubis.

ADV MOSIKILI: Of Gubis, yes. Now, Chair, going back to file 4. Mr Phiri, can you go to file 4, please.

MAJOR PHIRI: I can leave this one?

20 **ADV MOSIKILI:** Yes, on page 149. Chair, you will see there, those are transactions, financial transactions that were made by Mr Calvin Mahlangu, but obviously they are not made to this witness, so we will not canvass that with him, but what I need to demonstrate for the purpose of this exercise, Chair, is that you will see that from the 23rd of February 2025 all the way to the 18th of October, that is just

a sample, Chair, of him paying monies into Gabotje Logistics, Chair. So, do you see that, Mr Phiri?

MAJOR PHIRI: Yes, I see that.

ADV MOSIKILI: Yes. And you will see that even on the 14th of May he made some payment as well of about 18,000 and subsequent payments to Gabotje. And obviously what we have before us is that on the 13th of May, Gabotje made payment to you, as you have described.

MAJOR PHIRI: Yes.

10 **ADV MOSIKILI:** Yes. What I want to propose to you is that the information put to us demonstrates a clear connection of funds from the director of Gubis to Gabotje and ultimately those payments making their way to your account. Do you accept that?

MAJOR PHIRI: Well, I need to answer this in a very ...[incomplete].

ADV MOSIKILI: Let us say this, Major. You accept that and then if you accept that then I can go to explanation then, if you have an explanation.

20 **MAJOR PHIRI:** No, I do not. I do not accept that.

ADV MOSIKILI: Okay.

MAJOR PHIRI: Because my reasoning is that you say the payments were made on the 13th to me? It is what the advocate is advising.

ADV MOSIKILI: Yes, no, a payment was made to you on

the 13th of May.

MAJOR PHIRI: Yes.

ADV MOSIKILI: That is common cause.

MAJOR PHIRI: Yes.

ADV MOSIKILI: Yes.

MAJOR PHIRI: And on the 14th he pays, Calvin pays Gabotje 18,000.

ADV MOSIKILI: Yes, no, that is not the question.

MAJOR PHIRI: Yes.

10 **ADV MOSIKILI:** What I am asking you is this. Do not confuse yourself with the transaction on the 14th. I am saying what we are looking here accumulatively is that Gubis or Mr Mahlangu on behalf of Gubis is making payments to Gabotje.

MAJOR PHIRI: Yes.

ADV MOSIKILI: Forget about the dates.

MAJOR PHIRI: Yes.

ADV MOSIKILI: Yes, that is what is depicted there at least. And I am saying somehow those payments through
20 Gabotje, they make their way to your account.

CHAIRPERSON: Is that accurate though, Mr Mosikili? When, for example, we take the payment of what date, the R18,000.00. The date is not even the same. Your question suggests that there will be corresponding deposits from Gabotje to Major Phiri's account, unless you want to

reformulate your question.

ADV MOSIKILI: No, no, no, Chair, that is not the suggestion at all, Chair.

CHAIRPERSON: Please reformulate your question then ...[intervenes].

ADV MOSIKILI: Because that is not it ...[intervenes].

CHAIRPERSON: Because that is how I understood it and I suspect that is how Commissioner Baloyi understood it as well, because I heard her.

10 **ADV MOSIKILI:** No, no, Chair, we are not putting it any higher than this.

CHAIRPERSON: Just reformulate the question though ...[intervenes].

ADV MOSIKILI: Yes, I ...[intervenes].

CHAIRPERSON: Because, because as is, it is, it may be conveying something that I doubt you want to convey.

ADV MOSIKILI: Yes, Chair.

20 **CHAIRPERSON:** Because as presently formulated, it suggests that the payments correspond even in terms of amounts.

ADV MOSIKILI: Yes, Chair, no, that is not the suggestion.

CHAIRPERSON: No, no, no, I hear you.

ADV MOSIKILI: Let me try and deal with the question differently.

CHAIRPERSON: Yes, please, please.

ADV MOSIKILI: Yes.

CHAIRPERSON: Yes.

ADV MOSIKILI: And Mr Phiri, understand me, I am not saying there is a corresponding payment, for example, in your case of R150,000.00 that came from Gubis directly to your account via Gabotje. That is not the proposition I am putting to you. The proposition is simply this, is that what is put in front of you is that you have payment from Gabotje.

MAJOR PHIRI: Yes.

10 **ADV MOSIKILI:** And what we also know is that Gabotje also receives monies from Mr Calvin.

MAJOR PHIRI: Yes.

ADV MOSIKILI: That is as high as I am putting it.

MAJOR PHIRI: Yes.

ADV MOSIKILI: Yes. Is there any comment to that?

MAJOR PHIRI: Yes.

ADV MOSIKILI: Thank you.

MAJOR PHIRI: Advocate, first, you are saying to me that Commissioners, it must be clear, he paid me on the 13th and
20 I agree, I say I requested a loan, he gave me. Now, when I look at your documents, it says there is no way where it shows the 13th that Calvin Mahlangu paid him on the 13th to pay me. But you are telling me that he paid me and from the 23rd of February 2025 up until 18 October 2025, he is paying this company and there is no evidence that on the

13th, 150,000 came from Calvin Pontsho Mahlangu to Gabotje Logistics and then it went out and came to me. Remember now, I am talking about my friend, that Commissioners, I am loaning money from, knowingly that he told me that I know the guy, I sometimes work with him, and he loans me the money. But I do not see the money here on the 13th, so I do not know what are the relations in order to the, in relation to the 150,000.

ADV MOSIKILI: Yes, no, no, no, I think, let me be fair to
10 you, I am not putting, and I am trying my best here, I am not saying to you, you will find a 150 amount ...[intervenes].

MAJOR PHIRI: Yes.

ADV MOSIKILI: Transaction from Gubis to you or to Gabotje and yourself.

MAJOR PHIRI: Yes.

ADV MOSIKILI: And remember I prefaced my question by saying the transactions on page 149 is just a sample of the transactions between Calvin Mahlangu and Gabotje. And I said to you I would not invite you to make comment on
20 those, because those have nothing to do with you.

MAJOR PHIRI: Okay. That I will accept.

ADV MOSIKILI: And you will see those transactions, they add up to 194,000 ...[intervenes].

MAJOR PHIRI: Yes.

ADV MOSIKILI: On the sample and I said to you that had

nothing to do with you.

MAJOR PHIRI: Okay.

ADV MOSIKILI: Yes.

MAJOR PHIRI: If you say so, they have nothing to do with me, I accept.

ADV MOSIKILI: Yes. What we wanted to demonstrate is that Gabotje does receive money from Gubis and ...[intervenes].

MAJOR PHIRI: Yes.

10 **ADV MOSIKILI:** And then we can deal with the rest.

MAJOR PHIRI: Can I?

ADV MOSIKILI: No, I am saying then we can move on and deal with the others.

MAJOR PHIRI: Okay. Yes.

ADV MOSIKILI: Yes. There is another payment, or group of payments ...[intervenes].

MAJOR PHIRI: Yes.

ADV MOSIKILI: That we also discussed this morning.

MAJOR PHIRI: Yes.

20 **ADV MOSIKILI:** And these relate to ...[intervenes].

MAJOR PHIRI: Sorry to interject there, Advocate.

ADV MOSIKILI: Yes.

MAJOR PHIRI: Chair, I would like to know that the 150,000, we are clear on it?

ADV MOSIKILI: We will come back to it when we put all

the, at least, propositions to you.

MAJOR PHIRI: Okay.

ADV MOSIKILI: As we are still dealing with what we will at least make submissions on to say that these are the benefits from Gubis.

MAJOR PHIRI: Okay.

ADV MOSIKILI: But we are still dealing with some of the amounts that we are saying are linked to Gubis.

MAJOR PHIRI: To Gubis, yes.

10 **ADV MOSIKILI**: So they will all tie in, including the 150. But for now, yes, you can move on from 150. Let us deal with the R35,000.00.

MAJOR PHIRI: Yes. In fact, when you asked me the first question, I wanted to tell you that the best way to start is to start at the 35,000.

ADV MOSIKILI: Let us get to 35,000.

MAJOR PHIRI: Yes.

ADV MOSIKILI: Clearly you are prepared for that one.

MAJOR PHIRI: Yes.

20 **ADV MOSIKILI**: Hopefully then we can find common ground on the R35,000.00.

MAJOR PHIRI: Yes.

ADV MOSIKILI: Yes, thank you. Chair, Chair would have seen on file 1 ...[intervenens].

CHAIRPERSON: Where should we go there, Mr Mosikili?

ADV MOSIKILI: Yes, Chair, just give me a sec to find my footing.

ADV BALOYI SC: At page 1.

ADV MOSIKILI: You will find those at, if you go to file 1 on page 8.

MAJOR PHIRI: 8.

ADV MOSIKILI: It should be the very last document on that.

ADV BALOYI SC: It is tab number LA05.

10 **ADV MOSIKILI:** Yes.

ADV BALOYI SC: Okay. So then ...[incomplete].

ADV KHUMALO SC: Advocate Mosikili, you said page 8?

ADV MOSIKILI: Yes, Commissioners. So this is file 1.

ADV KHUMALO SC: Yes, the bank statement.

ADV MOSIKILI: The bank statement, yes.

ADV KHUMALO SC: Are you there, Commander?

MAJOR PHIRI: I am definitely there.

ADV KHUMALO SC: After the last ...[indistinct].

MAJOR PHIRI: Yes.

20 **ADV MOSIKILI:** Yes. Now, these three amounts ...[intervenes].

MAJOR PHIRI: Yes.

ADV MOSIKILI: In your statement when you explained, I think you said, well, you said that these were the amounts from Mr, amount from one person in relation to a loan as

well. Is that correct?

MAJOR PHIRI: It is correct.

ADV MOSIKILI: Yes.

ADV BALOYI SC: What bank account is this? Is this ABSA, Standard Bank?

MAJOR PHIRI: It is ABSA.

ADV BALOYI SC: ABSA. Thank you.

CHAIRPERSON: Please, I am sorry, which date are you looking at and what amount?

10 **ADV MOSIKILI**: Thank you, Chair. I have not gotten there, Chair.

CHAIRPERSON: Oh.

ADV MOSIKILI: Yes, we are just speaking to what he confirmed in his own statement.

CHAIRPERSON: Just identity.

ADV MOSIKILI: Yes.

CHAIRPERSON: Okay. All right.

ADV MOSIKILI: Now, Chair, while we are there, you will see on top there, Mr Phiri, you will confirm on the top right
20 the account number there, that is your account number?

MAJOR PHIRI: That is my account number.

ADV MOSIKILI: Yes. And now, Chair, we are looking at the transactions almost right at the bottom on the 20th of May 2023. And then Chair will see that there is three payments that makes up the 105 payment. And now, you

will see, Chair, that the first reference, it says that it is for “services rendered”, or at least the word “render” will be missing the last few words, but it will be read as service rendered.

And then the second item, the reference will say “FirstRand Papi”. And then the second, the last payment will also say “FirstRand Papi”. And just here on the score, when the witness was asked in examination in chief, he testified that these amounts are from a person called Papi
10 Mogashoa. Is that correct, Major?

MAJOR PHIRI: Yes.

ADV MOSIKILI: Yes, Chair. Now, Chair, we have also conducted the same exercise where we subpoenaed the bank in an attempt to trace where these amounts originate. Chair, on that score, you can go to page 151 of file 4.

MAJOR PHIRI: 151?

ADV MOSIKILI: 151, thank you.

MAJOR PHIRI: I am there, Chair.

ADV MOSIKILI: Chair, you will see that those transactions
20 are there with the reference that we alluded to earlier, which is the first reference. First of all, the amounts are R35,000.00 and the date being the 20th of May, and then the reference they accord with what we identified, which is the services rendered, Papi and Papi.

And then you will see, Chairperson, there will be

the account numbers where that amount originated from, and then on the far right, you will see there, it says the companies or the names of the company and the individuals whom this amount would have come from. This will be on the last row, which says inflow, Chairperson. Now, Chairperson, I would like to deal with the first transaction and I want to focus, Chair, on the last column, the second last column says Papador.

CHAIRPERSON: (Pty) Ltd.

10 **ADV MOSIKILI:** (Pty) Ltd, Chair. Chair, for that, we will have to go back to page, on file 2, page 64. And, Chair, we will see that on that page again, this will be a document where it gives a summary of, or a profile of Mr Mogashoa's profile. And Chair would see that under directorship, the second last company there, Chair, it is Papador. What that depicts, Chair, let me check with Mr Phiri, are you there?

MAJOR PHIRI: I am there.

ADV MOSIKILI: Yes, what this depicts, Chair, simply is that Mr Masupye is a director of Papador. And
20 Commissioner Baloyi has already canvassed the relationship between Mr Phiri and Mr William Masupye as a director of Papador. So, here, Chair, we are saying that it is the second company, which we will deal with later on, making payments to Mr Phiri under the directorship of a Gubis employee, being Mr William Masupye. Major Phiri, do

you have any comment to that?

MAJOR PHIRI: A comment?

ADV MOSIKILI: Yes, if any.

MAJOR PHIRI: Commissioners, hence I said we must start at the payment in 2023. I think it was in May the 20th. The reasoning is that I realized that I speak to Papi Mogashoa. Papi then gives me the money on that date. It is 2023. After giving me the money, I realized that the accounts are different, but I realized after using the money the very same
10 day, just in a couple of minutes, I buy a vehicle at WeBuyCars. I realized that, no, but these amounts, they come from different accounts. Then I called Papi. I asked him, I ask you for money, but I see people who paid me are different people because I said I wanted 100,000 from you as a loan. And he says to me, Phiri, unfortunately, I did not have the money. Then I asked our friend, our common friend, William Masupye, to give me the money. Then I took the money knowingly that it comes from Papi.

It is then that I engaged William Masupye and say
20 to William, is it true that this amount comes from you, and he said yes. And I said, Papi said he will charge me 20% if I do not bring it the 20th of next month, and I do not believe I will have that money at that time. So, if it comes from you, can you tell him that the interest are off the limits. That gives effect now that if I need something, I do not have

to speak to Papi, I need to speak to William.

ADV MOSIKILI: So, ultimately the money came from William Masupye and not Papi, not Papi Mogashoa.

MAJOR PHIRI: Not Papi. Yes, that is how I knew that in future I do not need to go through Papi to get money, because his businesses are not running. He is charging me, but the money comes from my friend.

ADV MOSIKILI: Okay, and then if we go then again back, Chair, to the same, on page 151. The witness was now
10 speaking to the first transaction, which is the first R35,000.00, which made reference to Papador and then we have two other transactions, Chair, which we had to follow those account numbers to see where those amounts ...[intervenes].

MAJOR PHIRI: 15?

ADV MOSIKILI: 151.

MAJOR PHIRI: 151.

ADV MOSIKILI: We are still on file 4.

MAJOR PHIRI: In file 4?

20 **ADV MOSIKILI:** Sorry, 151 file 4.

MAJOR PHIRI: Yes, I am on file 4.

ADV MOSIKILI: Chair, on that score, Chair, we discovered that the last two transactions come from individuals which I am not going to mention their names, which I do not think is necessary at this stage, Chair. But Chair would see, and

the witness has this in his possession, Chair. There is a document, Chair, that was handed up. I am informed that it was inserted right at the back of the Commissioners' files. That will be file 4. Commissioner?

ADV BALOYI SC: My file 4, the last document is the transcript.

ADV MOSIKILI: That would be file 3, I think, Commissioner. File 4 is page 161, and then after that there should be a ...[incomplete].

10 **CHAIRPERSON:** Is that the one marked 1 at the top?

ADV MOSIKILI: That is correct, Chair, yes. I am told it does, in fact, come after the transcript.

CHAIRPERSON: No, it is before. It is before.

ADV MOSIKILI: It is before. Thank you, Chair.

CHAIRPERSON: If we have the correct document.

ADV MOSIKILI: Yes.

CHAIRPERSON: But it also has Gubis on the left column. Or not?

ADV MOSIKILI: That is correct, Chair.

20 **CHAIRPERSON:** All right, all right.

ADV MOSIKILI: It will say payments from Gubis to William Mashupia and Gabotje Logistics. And we just need to make reference to the very last page on that document, Chairperson. And, Chair, you will see that in the middle of the page, at least in the middle of the page, there is a table

an there is a name there, Mr HGM and the second name is Mr KSM. I will not pronounce those names, Chair. Now, what then, Chair, we have at least done is that when you look at ...[intervenes].

CHAIRPERSON: Are you following, Major?

MAJOR PHIRI: Yes, I have.

CHAIRPERSON: Okay. All right.

MAJOR PHIRI: Yes, the one that is written 1.

10 **ADV MOSIKILI:** Yes, so go to the last page of that. It is marked 4.

CHAIRPERSON: Marked 4 at the top, Major.

MAJOR PHIRI: Yes, I am there.

ADV MOSIKILI: Yes, yes. Now, Chair, you will see that the account number of the first person with the surname M, that account number is ending with 825. I do not want to read the rest of it into the record, Chair. And the other person's account number, also Mr M, his account is ending with 192. Now, Chair, if you cast your eyes on page 151 ...[intervenes].

20 **MAJOR PHIRI:** Of which bundle?

ADV MOSIKILI: On bundle 4.

MAJOR PHIRI: Yes.

ADV MOSIKILI: Now, those account numbers, Chair, we will submit that they accord with what is seen on page 4, Chairperson, in terms of the account numbers. So it is

quite clear, Chairperson, we submit that those two people, Mr M and Mr M, made those payments because we have linked those accounts. Do you see that?

MAJOR PHIRI: Clearly.

ADV MOSIKILI: Yes, thank you. Now, ordinarily, Chair, we would not have difficulties with that transaction on the face of it. What gives us difficulties is if you go back to page 4, Chairperson, the one that we are looking at, the one with ...[intervenes].

10 **CHAIRPERSON**: Yes, towards the end of the file, ja.

ADV MOSIKILI: Yes, the difficulty that we have, Chairperson, for now at least, is that you will see that the company for the first person, Mr M, it receives a substantial amount of monies from Gubis. In this instance, you will see that there is an amount of, If you look at the third row, just on that, you will see there is what we call, there is a payment, or at least a transaction between this individual and Gubis of R10 million. It is R10,8 million, Chairperson. And you will see that, again, on that transaction, on the
20 transactions to Mr M, you will see that on the names, customer names, there is also the name of Mr Calvin, where there is also an outbound amount of ...[intervenes].

CHAIRPERSON: Are you still following, Major?

MAJOR PHIRI: I am following, okay.

ADV MOSIKILI: Thank you. You will see that there is also

an amount of 105, Chairperson. And then on the second person, Chairperson, we have the same difficulty, Commissioners, which is that on the fourth column, there is an amount of 3,9 million. Again, that comes from Gubis. And similarly, you will see that Mr Calvin Mahlangu's name also features.

And lastly, Chair, you will also see quite clearly that Papador, which also made payment to Mr Phiri, also received, at least on the face of it, 5.9 million, or at least
10 there was an exchange of 5.9 million between Papador and Gubis. Do you see that, Mr Phiri?

MAJOR PHIRI: Yes, I do.

ADV MOSIKILI: Thank you. Mr Phiri, we will make submissions, at least to this Commission ...[intervenes].

ADV BALOYI SC: Before you go to your submissions, let us try to establish something. At page 151 where those, in that same bundle ...[intervenes].

MAJOR PHIRI: Yes.

ADV BALOYI SC: Where the relationship that identifies
20 the account holders is given, the first one is Papador.

MAJOR PHIRI: Yes.

ADV BALOYI SC: At 151. And then the second one has a name, and that is the person you received payment from. What is your relationship with that person?

MAJOR PHIRI: Papi, which I will say William, is also from

Soweto. But when I was living in Soweto, I did not know Papi. I knew Papi through William and that is why I said we must start at the payment on the 20th ...[intervenes].

ADV BALOYI SC: Yes.

MAJOR PHIRI: Because now I ask Papi, then I realize that no, Papi does not have money. He is asking money from William, knowing that William knows me. Now we are almost lost.

ADV BALOYI SC: Ja, the second name is not William. It
10 is a completely different person. The first one is Papador, and then a relationship has been shown between, to exist between Papador and William. William is a director in Papador.

MAJOR PHIRI: Yes.

ADV BALOYI SC: But then you have a second name, you have a second person ...[intervenes].

MAJOR PHIRI: Yes.

ADV BALOYI SC: Who makes payment to you with a reference, Papi. But that person, that account, does not
20 belong to Papi. It has a different name.

MAJOR PHIRI: Yes.

ADV BALOYI SC: And my question to you is, who is that person?

MAJOR PHIRI: I do not know these two gentlemen, because I see it is Mr M and Mr M. Mr GM and Mr SM. I do

not want to mention, I do not know them.

ADV BALOYI SC: You do not know them?

MAJOR PHIRI: Totally, I have never met them.

ADV BALOYI SC: Okay. Thank you, Mr Mosikili.

ADV MOSIKILI: Thank you. Perhaps just lastly on this name, Papi. Chair, if you go to the document with four pages, on the first page of it, the only attention I want to draw the Commission's attention to is that those are the payments between Gubis to William Masupye and Gabotje.

10 And what you will see there, Chair, is that as part of the reference, it says Gabo, which will probably mean Gabotje, and then there is Papi, and then there is Gubis. So what we say, Chair, is that quite clearly, any payment between Gubis and Gabotje is referenced as Papi. It has nothing to do, with respect, with a person called Papi, but that is the reference that seems to be used, and not as Papi Mogashoa, as Mr Phiri suggest. Any comment?

MAJOR PHIRI: I will respectfully ask the Advocate to rephrase the question, or to repeat the question.

20 **ADV MOSIKILI:** Yes ...[intervenes].

MAJOR PHIRI: Not to rephrase, but to repeat, to use the ...[indistinct].

ADV MOSIKILI: Okay, let us go back. On page 1 of that document you have ...[intervenes].

MAJOR PHIRI: Yes.

ADV MOSIKILI: Do you see the reference Gabo, Papi, Gubis?

MAJOR PHIRI: Yes, I do.

ADV MOSIKILI: Yes. So what I am suggesting to you is that the word Papi is used repeatedly ...[intervenes].

MAJOR PHIRI: Yes.

ADV MOSIKILI: As part of the reference between payments between Gubis and Gabotje.

MAJOR PHIRI: Yes.

10 **ADV MOSIKILI:** Do you accept that?

MAJOR PHIRI: Yes, I ...[intervenes].

ADV MOSIKILI: At least on the face of that document.

MAJOR PHIRI: They are using the name Papi, yes.

ADV MOSIKILI: Yes, and the same Papi we see on your bank statement as well.

MAJOR PHIRI: Yes.

ADV MOSIKILI: Yes.

MAJOR PHIRI: But may I comment, Chair?

ADV MOSIKILI: Yes.

20 **CHAIRPERSON:** Yes, yes.

MAJOR PHIRI: These payments are made in 2024.

CHAIRPERSON: Yes, what is your point?

MAJOR PHIRI: My point is, I do not know the relationship between Papi and Gubis and William Masupye. They might be doing their own thing somewhere.

ADV KHUMALO SC: Mr Mosikili, is there suggestion being put to the Major? Major, let me apologize. I had a slip-up and I called you Commander earlier, and you nodded instead of correcting me.

CHAIRPERSON: Well, at some point the Major said he was the Coordinator and Commander.

MAJOR PHIRI: Okay.

ADV KHUMALO SC: So I apologize for the slip-up, Major. Mr Mosikili, is there a suggestion being put to the Major
10 that there is no person called Papi, in fact, Papi is the payment reference, just so that he understands and can comment on the suggestion that is being put to him.

ADV MOSIKILI: Well, it is twofold, and at best I can say to you, yes, there is no person called Papi. It is just a reference being used to trace the payments so that it is known who they come from. Or at the very least, if there is a person called Papi, then that Papi is always linked to Mr Masupye. Do you follow that?

MAJOR PHIRI: Commissioners, I will reply to the Advocate
20 that we can spend the whole day opining about this matter, but I am not a forensic investigator. I am not. I will not know why Papi is mentioned on these papers, but I will know that I asked Papi. So sometimes maybe these payments, if you look at them on page 1, in accordance with your assertion, Advocate, and sorry, Chair, for not replying

through you, they are made in 2024. They are not made to me.

So it might be happening, we are talking about 2000, 4000, it might be that Papi it is a go-between between William Masupye and other people, and then for him, maybe, it is an assumption. And I say it is an assumption on my side because in my line of work, an assumption will kill you faster than a bullet. So using Papi might be another thing for him to remember that Papi wanted this. I am not
10 sure. But maybe Papi, when asking money from William, William must remember that Papi, this amount were paid to Papi.

ADV BALOYI SC: Mr Mosikili, can the proposition be higher than, the proposition to make to the witness that he received payments from people that have received payments from Gubis, or that have a financial link to Gubis. Is that the proposition you are wanting to make? And if so, why do not you just make that?

ADV MOSIKILI: Indeed, thank you, Commissioner Baloyi.
20 And in this instance, we have also added a layer to say that at least one of those people is employed by Gubis. Do you wish to comment on that?

MAJOR PHIRI: Advocate, you were replying to Commissioner Baloyi, so you have never put the question.

CHAIRPERSON: Please respond to what Commissioner

Baloyi said.

MAJOR PHIRI: Okay.

CHAIRPERSON: Yes.

MAJOR PHIRI: Can Commissioner Baloyi kindly repeat the question?

ADV BALOYI SC: Yes. What is being put to you, the proposition that is being made to you, is that on these financial documents, and we can for now limit it to Masupye and Papi, whatever the name is, that the proposition made
10 to you is on this information before us, you have received payments ...[intervenes].

MAJOR PHIRI: Yes.

ADV BALOYI SC: From people who either have received payments for whatever reason from Gubis.

MAJOR PHIRI: Yes.

ADV BALOYI SC: Or have a financial connection to Gubis. That is one. And one of those people is Masupye, who is also an employee of Gubis.

MAJOR PHIRI: Yes.

20 **ADV BALOYI SC**: Do you accept that that is what this financial information we have been looking at, tells us?

MAJOR PHIRI: Yes.

ADV BALOYI SC: Okay.

MAJOR PHIRI: I accept that, but at this time, I am not aware that these people are going to William Masupye in

order for me to get this money. At this time, I am not aware and that I can confirm.

ADV BALOYI SC: Yes. But at this time, you are aware of William Masupye's association with Gubis?

MAJOR PHIRI: Yes, I become aware after these transactions.

ADV BALOYI SC: Okay.

MAJOR PHIRI: But I know that he is with Gubis.

ADV BALOYI SC: Okay. Thank you.

10 **MAJOR PHIRI:** Yes.

ADV KHUMALO SC: Can I ask you a more direct question, Major. Have you ever received payment from Gubis?

MAJOR PHIRI: Directly from Gubis?

ADV KHUMALO SC: Yes.

MAJOR PHIRI: No.

ADV KHUMALO SC: Has Gubis ever paid you money?

MAJOR PHIRI: No.

ADV KHUMALO SC: Has any director or owner of Gubis ever paid you money?

20 **MAJOR PHIRI:** No.

ADV KHUMALO SC: Have you ever received money from somebody associated with Gubis, either an employee or a service provider, but that payment was from Gubis? In other words, there was a middleman that Gubis was paying you through.

MAJOR PHIRI: No. I will say yes, I have received payment alone from William Masupye.

ADV KHUMALO SC: Yes.

MAJOR PHIRI: But he did not say to me it is from Gubis.

ADV KHUMALO SC: It is from Gubis.

MAJOR PHIRI: Yes, because he is a businessman.

ADV KHUMALO SC: Yes.

MAJOR PHIRI: Yes.

ADV KHUMALO SC: Now, did you pay that back?

10 **MAJOR PHIRI:** Yes.

ADV KHUMALO SC: How did you pay it back?

MAJOR PHIRI: When I was going through this, I need to be thorough on this one.

ADV KHUMALO SC: Yes.

MAJOR PHIRI: When I was going through this, I said to him, why must I pay you in cash back, and then he said to me, this is a business, if you pay me back into my account, it becomes a business ...[intervenes].

ADV KHUMALO SC: It will reflect as income.

20 **MAJOR PHIRI:** As an income.

ADV KHUMALO SC: And they have to pay tax on it.

MAJOR PHIRI: I do not know why.

ADV KHUMALO SC: No, I follow that. But how did you pay to him, did you pay to him in cash?

MAJOR PHIRI: Yes, usually I would pay to him in cash

because I have my own side hustles.

ADV KHUMALO SC: But where did you get the 150,000 to pay him in cash?

MAJOR PHIRI: Okay ...[intervenes].

ADV KHUMALO SC: Did you withdraw it from your bank account?

MAJOR PHIRI: What will I do is that immediately if we go to 8, where, in A2 of bundle 1.

ADV KHUMALO SC: Yes.

10 **MAJOR PHIRI:** Immediately after he paid me the 150,000 ...[intervenes].

ADV KHUMALO SC: Yes.

MAJOR PHIRI: Commissioner Khumalo, immediately after he paid me, I was in need of money at that moment, but immediately after he paid me, I sold my vehicle.

ADV KHUMALO SC: Just pause there. It is file 1, A2?

MAJOR PHIRI: Yes.

ADV KHUMALO SC: So he pays you on the 13th of May 2025.

20 **MAJOR PHIRI:** Yes.

ADV KHUMALO SC: He pays you 150,000.

MAJOR PHIRI: Yes.

ADV KHUMALO SC: There is a second tick on that page. That is where we see the deposit of 150,000.

MAJOR PHIRI: Yes.

ADV KHUMALO SC: Ja, take it from there.

MAJOR PHIRI: The second tick shows you that the very same day ...[intervenes].

ADV KHUMALO SC: Yes.

MAJOR PHIRI: I sell my vehicle at WeBuyCars.

ADV KHUMALO SC: Yes, and they pay you 145,000.

MAJOR PHIRI: They pay me 145,000.

ADV KHUMALO SC: But it comes into your bank account.

MAJOR PHIRI: It comes into my bank account.

10 **ADV KHUMALO SC:** Yes.

MAJOR PHIRI: I needed to buy another vehicle, but I am struggling to sell the other vehicle. I asked him, while they are busy sorting out that vehicle, that process, I asked him, Willy, can you give me 150,000, one of my vehicles is in Limpopo, but it is coming down. When it arrives, I am going to sell it and give back your money. He agrees. He pays me that money. Tomorrow, I go and purchase a vehicle that I wanted on the 14th of May. This shows that I already have money, but I am short of 150,000.

20 **ADV KHUMALO SC:** What I am looking for, Major, is where do you withdraw 150,000 in cash and pay to him? Does that reflect in this bank statement?

MAJOR PHIRI: No, it does not reflect in this bank statement.

ADV KHUMALO SC: Where would it reflect, because if you

withdraw 150,000 from any bank account, there should be evidence of that. There should be paper trail.

MAJOR PHIRI: That should be?

ADV KHUMALO SC: Paper trail.

MAJOR PHIRI: When I withdraw 150,000?

ADV KHUMALO SC: When you withdraw 150,000, whether it is from an FNB account or an ABSA account, there should be a bank statement.

MAJOR PHIRI: Yes.

10 **ADV KHUMALO SC**: Or some paper proof that you withdrew 150,000 from your bank account, because it does not come from nowhere, it has to come from a bank account.

MAJOR PHIRI: Yes. No, this one I did not pay at once. What I did is, if I have to mention this, I am an informal businessman. I have these small cars, your Polos and your, so I will sell them. I do not register them. I have Golfs and Tazz that are doing some business for me, carrying children and stuff, but it is not in my name. So I knew that I can sell
20 all of them and pay him in cash. So in our trade, I can sell them in Mamelodi, in Soshanguve, and then they will give me cash and then I will give him. So there is no paper trail. I will just tell him, today I am expecting payment, and then give him the money.

ADV KHUMALO SC: So you are saying in one go you had

150,000 in your hand, cash ...[intervenes].

MAJOR PHIRI: No, no.

ADV KHUMALO SC: And you gave it to him?

MAJOR PHIRI: No, I did not give him 150,000 at the go. I will just call him and say, Willie, I have 35,000 today, and then he will say, I will send someone to come and collect it. And then he is also like me, we are professional gamblers, so I will know, maybe I will meet him at the Menlyn, or he will send someone to use that money.

10 **ADV KHUMALO SC:** Okay, thanks.

MAJOR PHIRI: But what I am bringing to A2 is that immediately after using the money, I sell another vehicle and I get 124, but the guy does not want me, my balance on the 18th on the ...[intervenes].

ADV KHUMALO SC: Major, I do not mean to stop you, but A1 and A2 are not helpful for the purposes of what we are discussing now. We have accepted that he paid 150,000 into your account.

MAJOR PHIRI: Okay. Yes.

20 **ADV KHUMALO SC:** And you did whatever you did with that money, that is fine.

MAJOR PHIRI: Yes.

ADV KHUMALO SC: What we were looking for was evidence from this document that you withdrew 150,000 and paid him.

MAJOR PHIRI: No, I did not.

ADV KHUMALO SC: And if you say that is not here because you sold your other cars in exchange ...[intervenes].

MAJOR PHIRI: I sold my other cars.

ADV KHUMALO SC: To pay him, then this does not take us a step further.

MAJOR PHIRI: Yes. Okay, thanks.

CHAIRPERSON: But it could have reflected the repayment
10 if you paid from your account into his account. It could have reflected that for purposes of his books as a loan repayment and not a profit.

MAJOR PHIRI: When I am paying him?

CHAIRPERSON: I am testing, I am testing what you say, which is that his reason for insisting on a cash repayment ...[intervenes].

MAJOR PHIRI: Yes.

CHAIRPERSON: Was that he did not want that to reflect as profit as it would have had tax implications. So, I am
20 saying, but he could have reflected that as a loan repayment.

MAJOR PHIRI: As a loan repayment?

CHAIRPERSON: Yes.

MAJOR PHIRI: Oh, in fact, while engaging him because I knew that I will get money the very same ...[intervenes].

CHAIRPERSON: No, I am just testing. I am just testing your point that ...[intervenes].

MAJOR PHIRI: No, I asked ...[intervenes].

CHAIRPERSON: Yes, so answer that directly. It has nothing to do with whether you would be receiving cash or not.

MAJOR PHIRI: Respectfully, Chair, if I can go further to say how I wanted to pay him. I said, can I pay you in your personal account? And he said, I said immediately, I can, I
10 sold the car, I can pay you in your personal account, 100,000 immediately as I speak to you now. That is the money I have. And he said he shares his account with his wife and they have marital problems, you cannot pay me in that account.

CHAIRPERSON: So that is an additional reason as opposed to the one about tax implications.

MAJOR PHIRI: The one - yes, because I did not want to ask him, when you are at the person's mercy, you take what he says to you.

20 **CHAIRPERSON:** All right.

MAJOR PHIRI: And knowing him, I knew that he is not, he is not those guys that you disagree with willy-nilly, ja.

CHAIRPERSON: Thank you.

ADV MOSIKILI: Thank you. Mr Phiri, can we just move to the next payment and this is what we call a direct payment

from Mr William Masupye. Let us, it is two payments, actually. They appear on page, go to the second file, page 155.

MAJOR PHIRI: Second file?

ADV MOSIKILI: 155.

MAJOR PHIRI: Yes.

ADV MOSIKILI: Yes, you will see there, Chair, there is a payment, it is the third transaction on the 21st of May 2023. It is an amount of R10,000.00. Do you see that?

10 **MAJOR PHIRI:** It is an amount of R10,000.00.

ADV MOSIKILI: Yes.

MAJOR PHIRI: Yes, I see it.

ADV MOSIKILI: Yes. Now, in the interest of time, I want you to take that amount and read it with the next, on the next page ...[intervenes].

MAJOR PHIRI: On the next page?

ADV MOSIKILI: Yes, so it is 156. There will be an amount in the, it is the third amount of R5,000.00 that you also received on the 7th of July 2023.

20 **MAJOR PHIRI:** 2023?

ADV MOSIKILI: Yes, you see that?

MAJOR PHIRI: Yes.

ADV MOSIKILI: It says immediate transfer and there is a reference there. So it is page 156.

MAJOR PHIRI: Yes, I see 156.

ADV MOSIKILI: Yes, so this amount, together with the one on 155 ...[intervenes].

MAJOR PHIRI: Yes.

ADV MOSIKILI: We have traced them and if you go to file 4, Chair, on page 152.

MAJOR PHIRI: Yes, I see them.

ADV MOSIKILI: Yes, and you will see that at least our contra reveals that those payments, we have cross-referenced them. They both, when you do the cross-
10 reference of services rendered and the dates, they show that those were payments directly now from Mr William Masupye.

MAJOR PHIRI: Yes.

ADV MOSIKILI: Yes. So at least on the ...[indistinct] accept that you have received direct payment from someone who is at least attached to Gubis.

MAJOR PHIRI: Yes.

ADV MOSIKILI: Yes, okay.

MAJOR PHIRI: May I comment?

20 **ADV MOSIKILI:** Yes, you may.

MAJOR PHIRI: Remember I told you, I realize now that the money comes from William Masupye. Realizing that, I tell William Masupye, I bought a vehicle ...[indistinct] it is on the 21st of May. It is the next day. The tyres are not in good order. I say to him, I met Tyger Wills because I

already know, can you, because now we have already spoken on that day. Even phone records can show you that after this, I speak to him and then I say, can you further loan me 10,000 because Papi was lying to me. He gives me on the 21st of, it is the next day, he gives me the 10,000 if I am not wrong. But the other one you said is ...[intervenes].

ADV MOSIKILI: The 7th of July.

MAJOR PHIRI: The 7th of July.

ADV MOSIKILI: Yes.

10 **MAJOR PHIRI:** Yes, I need another money and I say to him, send me money and then I will pay you back. And then he sent it there. He sent it there. And I have already used what he sent to me and then I use the money and I do not want to tap into my own money. The reason I am using ABSA, I am using Standard Bank for salary, to receive my salary, but because at Standard Bank, constantly I am being hacked and I am forever at the Police Station writing affidavits. I am saying no, all my money will go to ABSA, and, but it will not come here.

20 **ADV BALOYI SC:** Mr Phiri, these two payments, but also the first payment that we have established comes from Papador, the R35,000.00.

MAJOR PHIRI: Yes.

ADV BALOYI SC: And these two last ones, why would the reference be “services rendered” if these are loans between

you, Papi and William? What services would have been rendered? But more importantly, if these are simple loans ...[intervenes].

MAJOR PHIRI: Yes.

ADV BALOYI SC: Why would they be referenced “services rendered”?

MAJOR PHIRI: Businessmen, I do not know how their minds work. They would not say loan. I think it is a matter of them maybe claiming that for tax, I do not understand
10 how they do it. But if you ask them for money, if they pay you through a bank, it will never say it is a loan. And in hindsight, I have never thought of asking them, why when someone asks you for money, you do not say it is a loan, you say something else. I have never asked that. But it is not, I have never rendered a service for Papador. I have never.

ADV BALOYI SC: Thank you.

ADV MOSIKILI: Thank you. For now, let us, for now let us move away from Gubis payments. We will come back. Let
20 us go to file number 4 on page 75.

MAJOR PHIRI: File number 4.

CHAIRPERSON: Mr Mosikili.

ADV MOSIKILI: Chair?

CHAIRPERSON: Let us take a 10 minute adjournment.

ADV MOSIKILI: Thank you, Chair.

INQUIRY ADJOURNS

INQUIRY RESUMES

ADV CHASKALSON SC: Chair, Commissioners, Deputy Chief Dhlamini had been called to appear today. I understand we are not going to reach his evidence today, and I just ask that he be excused and warned to appear tomorrow at 9:30.

CHAIRPERSON: Thank you, Mr Chaskalson. Deputy Chief Dhlamini, the plan and in fact what we were told by Mr
10 Mosikili was that we would be done by lunch with Major Phiri. We are not done. Let me apologize to you that we were not able to start at 2 pm and that we are not going to start at all with you today. That said, you are directed to be here at 9:30 tomorrow so that we may resume the hearing of your testimony.

DEPUTY CHIEF DHLAMINI: Yes, Chair.

CHAIRPERSON: Yes.

DEPUTY CHIEF DHLAMINI: Good afternoon, Commissioner. Just a concern that I was given the 22nd and the 23rd, and
20 every time I am being called after 8 or so. Yesterday I received a message at 10 o'clock in the evening saying, come today at 2 o'clock.

CHAIRPERSON: Yes.

DEPUTY CHIEF DHLAMINI: Get the call today to come at 10 o'clock, and these are the days I was given to appear

before the Commission. My concern is that, I mean, sometimes I make arrangements. For instance, I moved other things for tomorrow, and now I must be here tomorrow.

CHAIRPERSON: I perfectly understand that, Deputy Chief. The problem is it may be our good intention to proceed in accordance with our schedule, but it takes, it sometimes takes longer, that is the testimony of witnesses, than what we had anticipated. So, again, my apologies, but do make
10 time to be here tomorrow.

DEPUTY CHIEF DHLAMINI: We will try, Commissioner. If I cannot manage to move the schedule, what will be the arrangement? Can I get another day though? I will have to move the things that are planned for tomorrow.

CHAIRPERSON: Deputy Chief, I have made the direction that you should be here tomorrow, so let us see what happens tomorrow. If you are not here, there would have to be exceptional circumstances for you not to be here tomorrow.

20 **DEPUTY CHIEF DHLAMINI:** We will try so, Commissioner.

CHAIRPERSON: You are excused. Thank you very much. Thank you, Deputy Chief. You are excused as well, Mr Chaskalson.

ADV CHASKALSON SC: Thank you, Chair.

CHAIRPERSON: Thank you, thank you. Yes, Mr Mosikili.

ADV MOSIKILI: Thank you, Chair. Can we just wait for the witness to take a stand again? Major, can we then go to file 4 on page 75?

MAJOR PHIRI: Yes, I am on file 4, page 75.

ADV MOSIKILI: Yes, that should be your Capitec account, is that correct?

MAJOR PHIRI: Yes.

ADV MOSIKILI: Yes. Now, you will see that on the 9th of August 2025, you received an amount of R300,000.00 where
10 it says money in,

MAJOR PHIRI: File 4?

ADV MOSIKILI: Yes.

MAJOR PHIRI: Yes, R300,000.00 from Aluwani Mukhuba.

ADV MOSIKILI: Yes. Do you want to explain that transaction for us?

ADV BALOYI SC: Before that, who is this person now that you have mentioned them by name, and what is your relationship with them?

MAJOR PHIRI: Aluwani Makhuba is an employee. He is a
20 businessman. Also, he is an employee of a service provider working for the City called Ramalepe Security.

ADV BALOYI SC: Thank you.

MAJOR PHIRI: But I would like to put a disclaimer and dissatisfaction at this question. My questions in my supplementary statement, Advocate, that were sent to me is

the one that I adduced a supplementary statement and this bundle comes to me on Tuesday night, Mr ...[indistinct]. Tuesday night, today is Thursday, I get an opportunity because the hearing is rescheduled for Wednesday, 2 o'clock. But in the financial transactions, this is not mentioned. I get the questions that I answered on file 1. Those were the questions. But I am not saying I am not going to answer this ones. I am going to answer them.

ADV MOSIKILI: And to be fair to you, I think to an extent
10 that you might want to give a supplementary again to bolster your answers ...[intervenes].

MAJOR PHIRI: No, in fact ...[intervenes].

ADV MOSIKILI: If you want to take that opportunity, that will be provided to you.

MAJOR PHIRI: Advocate, it will be rather peculiar to write another supplementary statement because I have proof now. I took the liberty to answer to you, to that and then I made copies. I wish I can find them and show why he is paying me this money.

20 **CHAIRPERSON:** So I just want to be sure. You are saying despite your complaint that this document or these documents were given to you only this week, you are in a position to respond in the manner in which you would have wanted to respond even if you had received these documents much earlier. So you are comfortable to

respond?

MAJOR PHIRI: Yes, if I can find them. I seem to have misplaced them. But I can give, I have the files because I borrowed this person money. He is paying me back now.

CHAIRPERSON: So it was you that lent money to him?

MAJOR PHIRI: Yes.

CHAIRPERSON: Is it to them?

MAJOR PHIRI: It is to them.

CHAIRPERSON: Yes, yes. Now you are, they are paying
10 back.

ADV MOSIKILI: Now they are paying back and they are struggling to pay me and they are paying me in drips and drops. And when I paid them, I came with the file here but I do not see it for some reason. Oh, I have them. I found them, Chair.

CHAIRPERSON: Yes. Did you share what you have with Mr Mosikili's team?

MAJOR PHIRI: No, we never had a consultation on this one.

20 **CHAIRPERSON:** Oh, okay, all right.

MAJOR PHIRI: Yes, but I knew the question was coming ...[intervenes].

CHAIRPERSON: Yes.

MAJOR PHIRI: And I was expecting him to ask me about Carriot Lulama Muweli, of which now I see we are already at

Aluwani. And then I have proof that at Aluwani, I gave him money and the quantum is very huge, him and his colleagues who ...[intervenes].

CHAIRPERSON: Okay, perhaps let us do it this way then. Take us through what you have, give us dates, paid from this account to that account ...[intervenes].

MAJOR PHIRI: Yes.

CHAIRPERSON: And then you can hand the document over and copies will be made for all of us.

10 **MAJOR PHIRI**: Okay.

CHAIRPERSON: Thank you.

MAJOR PHIRI: We are on page 75. Aluwani pays me on 08-08-2025. On the 27th February 2025, I withdraw R1,563,966.30. On the same day ...[intervenes].

CHAIRPERSON: Did you say what, 15?

MAJOR PHIRI: R1,563,986.30 from my investment account from the bank. I make a notice, and then because he told me, then I made a notice, I think a month before, that our businesses will need money, but I give them the money on
20 the 27th. Now, the first amount that I give them is 200,000, the same day, and they say another one is needed, 300,000, I give them. We agreed on the amount. And then the point person is Aluwani Makhuwa and Stanley Maluleka. And I made a mistake, I should have not mentioned those names. I gave them the money. On the 28th, they say no,

but can you borrow us another ...[intervenes].

CHAIRPERSON: Sorry, 200,000 on the 27th to ...[intervenes].

MAJOR PHIRI: 200,000 on the 27th, 300,000 on the 27th, 500,000 on the 27th. It is 1 million. I give it to them. I am borrowing them. They are known to me. I have known them for a very long time.

ADV BALOYI SC: And these amounts are paid to them how, is it in ...[intervenes].

10 **MAJOR PHIRI:** I am paying to them from my account, my ABSA account. Already I have money, I made a notice. On that day, I know I must pay them. Initially, they told me they needed 1,5 million. So already I have money from my other sources.

ADV BALOYI SC: And you pay into a bank account?

MAJOR PHIRI: I pay into their bank accounts.

ADV BALOYI SC: Okay, thank you.

MAJOR PHIRI: And I also tell them, I am not like you guys, when I ask money, you want it in cash. So you will
20 have to pay it back into my account.

ADV KHUMALO SC: Are you giving this money to the two individuals or to their business? You said it is Ramalepe Security ...[intervenes].

MAJOR PHIRI: Their business, I think it is two businesses and it is Ramalepe Security and ...[intervenes].

ADV KHUMALO SC: Ramalepe, sorry, Ramalepe Security.

MAJOR PHIRI: Okay.

ADV KHUMALO SC: So it is the loan for their business, not for the individuals?

MAJOR PHIRI: It is the loan – no, no, they are not paying me. I am paying them. I am giving them a loan.

ADV KHUMALO SC: Yes, I understand.

MAJOR PHIRI: They are drowning in debts and SARS and stuff.

10 **ADV KHUMALO SC:** Okay.

MAJOR PHIRI: I have the money, they are asking me and then they know me for the past many years ago.

ADV MOSIKILI: Well, Mr Phiri, I think you have, you are talking about different amounts.

MAJOR PHIRI: Yes.

ADV MOSIKILI: And we will get to that million rand.

MAJOR PHIRI: No, no, I must tell you that it was not a million rand, because on the 28th, I paid them 300,000.

ADV MOSIKILI: Yes, the amount was 1,563, is it not?

20 **MAJOR PHIRI:** Yes.

ADV MOSIKILI: Yes.

MAJOR PHIRI: But they decided they do not need 1.5.

ADV MOSIKILI: Yes.

MAJOR PHIRI: I can use it as I wish, it is my money.

ADV MOSIKILI: No, no ...[intervenes].

ADV BALOYI SC: I understood you to say you made three payments to them.

MAJOR PHIRI: No, four payments.

ADV BALOYI SC: Okay.

MAJOR PHIRI: Yes.

ADV BALOYI SC: Give us the numbers, because I have three payments that make up a million rand. Maybe correct ...[intervenes].

CHAIRPERSON: Two, three and five ...[indistinct] that is
10 what I also have.

MAJOR PHIRI: It is two – no, on the 27th it is three payments.

ADV BALOYI SC: Of two, three and five?

MAJOR PHIRI: Yes. And on the 28th of Feb, it is one payment. They are calling me saying, no, we made a mistake, give us three and then I, because it is in the account, I was not intending to use it.

ADV BALOYI SC: So it is 1,300,000?

MAJOR PHIRI: Yes.

20 **ADV BALOYI SC:** Finally. Okay. And I think Commissioner Khumalo had asked whether the money was paid in cash.

MAJOR PHIRI: No, no. It was paid from my account to their accounts.

ADV BALOYI SC: Oh, no, so he had asked a different

question. Is this a loan to individuals that you have mentioned or to the company itself?

MAJOR PHIRI: It is, these individuals they have companies.

ADV BALOYI SC: So you paid to the companies?

MAJOR PHIRI: Yes, I paid to the companies and Aluwani.

ADV BALOYI SC: Okay.

MAJOR PHIRI: Yes.

ADV BALOYI SC: All right.

10 **MAJOR PHIRI:** In fact, let me, yes, Aluwani, I paid to Aluwani and the businesses, Mboka ...[indistinct] and what. I am at a bank and the bank advises me that this is the way to do it. And because I do not have trust issues with them, I give them. And what you are referring to, Advocate, the 300,000, he is paying me back and this is where I paid him those amounts. Advocate Mosikili, disregard the 100,000. It is not paid to them.

ADV MOSIKILI: That you paid yourself or something to that effect, or you transferred to your own account or
20 something, or someone called Phiri.

MAJOR PHIRI: Ja, well, I was going away to Limpopo and then I ...[incomplete].

ADV MOSIKILI: Yes, I saw that 100,000 and yes.

MAJOR PHIRI: Yes.

ADV MOSIKILI: No, no, I am not going to ...[intervenes].

MAJOR PHIRI: So I just decided because they do not want it, let me use it.

ADV MOSIKILI: Yes. Chair, perhaps to assist, those transactions would appear on page 101 on file 4.

CHAIRPERSON: Oh, so we already have it?

ADV MOSIKILI: We already have that.

CHAIRPERSON: Just repeat, page?

ADV MOSIKILI: So, it is 101, 101 on file 4.

CHAIRPERSON: File 4.

10 **ADV MOSIKILI:** Yes.

MAJOR PHIRI: I am still on file 4, 101.

ADV MOSIKILI: Yes.

ADV BALOYI SC: Ja, well, is it not - what is this document at 101 *viz-a-viz* the document that he has given us?

ADV MOSIKILI: It is, Commission, it is the same document. He just extracted that page. You will see that at the bottom of 101, if you go one, two, three, four, five transactions up on the 27th of February, there is that amount of 1,563 million odd.

20 **MAJOR PHIRI:** Yes.

ADV MOSIKILI: That comes ...[intervenes].

ADV BALOYI SC: No, no, I am not asking about the amounts. We have got a document that looks like a page from a bank statement, which is what he is given us and I am asking you whether it is exactly the same document or

this is a different source document, if you understand what I am saying.

ADV MOSIKILI: Commissioner Baloyi, it is the same document. Mr Phiri, can you look at 101 and the page that you handed up and confirm that it is exactly the same document?

MAJOR PHIRI: It is the same document.

ADV MOSIKILI: Thank you.

MAJOR PHIRI: But it is not complete, if I may say, in your
10 file.

CHAIRPERSON: Sorry, please repeat that, Major.

MAJOR PHIRI: In their file, it is not complete. That is my statement, it is complete where I paid.

ADV MOSIKILI: What is missing, because if you go from 101 ...[intervenes].

MAJOR PHIRI: Yes.

ADV MOSIKILI: And then you go to 102, you will see that there is ...[intervenes].

MAJOR PHIRI: Oh, I see on 102 ...[intervenes].

20 **ADV MOSIKILI:** [Indistinct]... yes.

MAJOR PHIRI: Yes, still on the, 102 is the 28th.

ADV MOSIKILI: Yes.

MAJOR PHIRI: And on the 27th, I see 500 that you highlighted in red. Oh, ja, they are all here.

ADV MOSIKILI: It is complete, yes.

MAJOR PHIRI: Ja, in your file, they are complete. No, I was not wearing my semi-eyes.

ADV KHUMALO SC: The transactions are there, it is just that the format in which the statement is printed, but the transactions that you wanted to highlight are on 101 and 102.

MAJOR PHIRI: Yes.

ADV BALOYI SC: Yes.

ADV MOSIKILI: Now, Chair, perhaps let us just deal with
10 some issues first before we come back to these amounts. If
you, Chair, on file 4 and then on page 107, now, Chair, on
107, on the face of that document so that it makes sense
when you read it, it is a profile of one Mr Aluwani Makhuwa.
You will see that on page 104, just so that we are not
confused.

On 103 ...[indistinct] just go to 103, just to confirm,
that is a profile of Aluwani Makhuwa and what I wish to
highlight to the Commission is that on 107, you will see that
under the employers, and he is recorded as being employed
20 by, at least as one that says, Ramalepe, and I would later
on say to the Chairperson, Ramalepe is a security company.
I will come to that now. But the witness also confirmed in
his testimony that indeed Mr Aluwani is an employee of
Ramalepe Security Services.

MAJOR PHIRI: Yes.

ADV MOSIKILI: Is that correct?

MAJOR PHIRI: Yes.

ADV MOSIKILI: Yes, Chair.

CHAIRPERSON: It is Mr Makhuwa.

ADV MOSIKILI: Makhuwa.

CHAIRPERSON: Makhuwa.

ADV MOSIKILI: Yes. Now, Chair, you will see that on the same file, on the very last document, on page 156, so on the same file on page 156, and it is just to contrast the
10 point, Chair, which is that, so what you see there, Chair, it is a list of employees. Those will be the employees of, you will see the red logo with the warthog on, it says Ramalepe Security Services. I just want to highlight the name of Mr Aluwani, which appears on 158. Chair will see that on 158, if you go over, so on top, on line number 13, and Chair will see that there is a name, Makhuwa Aluwani Lena.

CHAIRPERSON: [Indistinct]... it is reflected at least twice. I do not know whether there is any significance in that, or it is different.

20 **ADV MOSIKILI:** There is a few Makhuwa's, Chair, and there is Peter Makhuwa as well.

CHAIRPERSON: Okay.

ADV MOSIKILI: And Chair, what we also, yes, Chair. Chair, then lastly, Chair, on that file, Chair can go to page 130, one three zero. Chair, are you there? Mr Phiri?

MAJOR PHIRI: Yes, I am there.

ADV MOSIKILI: Thank you. Now, on page 130, Chairperson, this is a letter from the City of Tshwane, dated the 1st of February 2022, addressed to Ramalepe Security and Cleaning Services. Now, of significance, at least to this stream, Chairperson, that we are discussing, would be at paragraph 1, if you go to the middle of the page, where it says, the sentence is broken, but in essence it says this, your tender has been accepted by City of Tshwane in terms
10 of the court order in respect of the TMPD 02-2016/2017 tender.

And that, Chairperson, I have to pause and say, that is the tender in question and what it means, Chair, is that, if the Commissioners can remember from the evidence of DC Spies, Bolhuis, there were 22 companies that were named, and Ramalepe is one of those service providers. And correctly so, it says that as per appointment by the court order, Chairperson.

Then that, Chairperson, would have probed then
20 our inquiry, because if you go to then the transactions that we are dealing with on page 101, the Chair would have seen what the witness referred to us at least one of the transactions. It is a payment where he pays what we say a service provider. That is a transaction recorded on the 27th of February.

Mr Phiri, the question is, who approached you for a loan, was it Mr Aluwani in his personal capacity, or was it Ramalepe Security Services?

MAJOR PHIRI: I want to refer to a list where you pointed the name of Aluwani, where you said it is page?

ADV MOSIKILI: [Indistinct]... [microphone off].

MAJOR PHIRI: The list, yes.

ADV MOSIKILI: It is page 158.

MAJOR PHIRI: 158.

10 **ADV MOSIKILI:** Yes.

MAJOR PHIRI: On 158, the name Makhuwa Aluwani Leonard. On top of that name, just after two names, Makhubela and, Makhuwa and Magwela, there was two gentlemen there, Mpiani Setaku Janki is an employee there. Maluleka Stanley Rasmate is an employee there. These two gentlemen have been working with service providers in the City, if I am not mistaken, as long as I have been in the City, for the past 15 years.

20 I know these two gentlemen. They do everything that you can think of, chauffeur, anything. So they knew that if you are in trouble, you can ask Mr Phiri for borrow me some money, and then let me push my business, and then I will pay you back, these two, these two gentlemen.

They came with Aluwani, and then they were presenting two businesses and Ramalepe. But at that

moment, when they gave me the account, I did not verify that it was Ramalepe. So when I paid, on my statement, it comes out as Ramalepe. But I knew that I was paying for their drowning businesses, the chauffeur business and they were having a shop that was such a, like a catering business and then they were saying they were selling achar, and they were also catering to other businesses. And I said, no, it is fine. The money is in my account. It is sitting there. It is generating 8.5% a month. And I decided, okay,
10 let me give you and when are you paying me back? It was in February. Let me stop there, so that I tell you that Aluwani and these two gentlemen approached me.

ADV MOSIKILI: Do you remember the question I asked you, Mr Phiri?

MAJOR PHIRI: Yes, yes, who approached me.

ADV MOSIKILI: The question was, no, that was not the question. I said, did Mr Aluwani approach you in his personal capacity, or he came representing Ramalepe Security?

20 **MAJOR PHIRI:** They came in their personal capacity, but there might be ulterior motives. They came in their personal. They came, the three of them, not only Aluwani.

ADV MOSIKILI: Then what does not make sense to me is that three people come to you, to borrow money. Instead of receiving that money, they say, no, send the money to our

employer, being Ramalepe. That is not ...[incomplete].

MAJOR PHIRI: Ja, remember at that – oh, you can continue.

ADV MOSIKILI: No.

MAJOR PHIRI: Yes.

ADV MOSIKILI: I am saying to you, there is no logic in what you are saying, in that you say three people approached you and one, you pay directly to Mr Aluwani, and we will come to that transaction that you made to him.

10 And then you make payments to their employer, being Ramalepe Security. And remember, Ramalepe Security is not just an employer of these guys, it is a service provider for the City of Johannesburg, ag, City of Tshwane. And your answer is simply that when you made that payment, you were not aware that you are paying now into an entity.

MAJOR PHIRI: Yes.

ADV MOSIKILI: That is not plausible, and I will tell you why. When you make a payment, you do not just use an account number. You use an account number and the
20 name. So you would have had to put Ramalepe Security.

MAJOR PHIRI: Again ...[intervenes].

ADV MOSIKILI: Can you speak to that?

MAJOR PHIRI: Again, advocate. I will say, we might opine about this, but my last word is that I paid them through my phone and I used the account. I did not even

need to verify them, Chair. I paid them on that date and I was sure that they will not do anything.

CHAIRPERSON: Are you saying as you made the transfer, you did not have to reflect the name of the account holder?

MAJOR PHIRI: Yes, what I will do is I will go into my app, type the account that you give me.

CHAIRPERSON: You mean account number?

MAJOR PHIRI: Account number, yes.

CHAIRPERSON: Yes.

10 **MAJOR PHIRI**: And then pay. And then ...[intervenes].

CHAIRPERSON: So you do not, you do not ...[intervenes].

MAJOR PHIRI: These guys are sitting next to me, they are sitting here.

CHAIRPERSON: Yes.

MAJOR PHIRI: In fact, we are sitting outside the bank and I am doing it, and they say, yes, it is reflecting.

CHAIRPERSON: That does not answer my question. My question is, as you are doing the transfer, you did not have to reflect the name of the account holder?

20 **MAJOR PHIRI**: Yes. Remember, I am sitting with them here and then they say you are paying Aluwani. But the bank will identify that the person you are paying is not Aluwani, it is this person. So I am paying these entities. But in my being told that you are paying this, the bank is not like Capitec. The bank says, the money goes. The guy

looks at this phone and he says, this one is in, this one is in. So when he says, please ...[intervenes].

CHAIRPERSON: So are you saying as account holder, then you typed the name of the individual, the natural ...[intervenes].

MAJOR PHIRI: [Indistinct]... [cross-talking].

CHAIRPERSON: The natural person, not the company?

MAJOR PHIRI: Not the company. That reflects on my statements. In fact, after paying them, I realize, I think,
10 when they start making payments, because now these two gentlemen tell me, Aluwani will be making payments and then the rest of the money that comes in drips and drops, whenever we have money, we will pay you maybe 15,000, 10,000. These people, I have borrowed the money before.

CHAIRPERSON: Let us leave it there. Let us, ja, I asked my question and you gave a response. Yes, Mr Mosikili.

ADV MOSIKILI: Yes, Chair, I also, I cannot take it further than that. The point is that at least on what we have here, you do not have, there is no evidence that you paid any
20 monies to Mr Mcha[?] and Mr Maluleke, as you allege. The evidence points in the opposite directions that, in fact, the monies were paid to Ramalepe Security company, at least on what we have before this Commission. At least you accept that.

ADV BALOYI SC: [Indistinct]... [microphone off] all the

amounts, unless I am reading this incorrectly, Mr Mosikili, and please help me. The statement at 101 shows one amount paid to Ramalepe Security, and then you have another amount which goes to Aluwani, and then I have heard the witness speak to another company, Acha[?], and you have got two payments to that company, and I thought he listed them as part of how you disbursed that 1.3 million.

MAJOR PHIRI: Yes.

ADV BALOYI SC: The other company. So I think if you
10 make that statement, it has to be qualified that so much of that total amount, only so much went to Ramalepe.

ADV MOSIKILI: That is correct, because in addition to that, at least 500,000 have gone directly to Mr Aluwani anyway.

ADV BALOYI SC: Yes.

ADV MOSIKILI: Yes. So it was really confined to the other two amounts that, or at least to the amount that is paid to Ramalepe, which is 300,000, that you had said it is either you are borrowing that amount to either Mr Mcha or
20 Mr Maluleka.

And what I was saying to you is that in terms of that amount, of the whole 1.5 million, that R300,000.00, there is no evidence before this Commission that you paid that amount to an account belonging to, or being controlled by either Mr Mcha or Mr Maluleka. Did you accept that at

least?

MAJOR PHIRI: Yes, I have never paid them.

ADV MOSIKILI: No, paid into their account.

MAJOR PHIRI: Yes, I have never paid into their account.

ADV MOSIKILI: Yes.

MAJOR PHIRI: They are the associates of Aluwani and whatever they do in their businesses. What I expect from them is for them to pay me, Advocate.

ADV MOSIKILI: Yes ...[intervenes].

10 **MAJOR PHIRI**: How they pay me is none of my business. They must make sure that they pay me, and they pay me at the time that I tell them that they must pay me.

ADV MOSIKILI: No, I accept that for a moment. All I am saying is that at least the evidence before this Commission is that despite what you are saying, what is clear in black and white is that in fact you paid Ramalepe at the very least R300,000.00, Ramalepe Security Services.

MAJOR PHIRI: Yes.

ADV MOSIKILI: Yes, thank you.

20 **ADV BALOYI SC**: Is it not in fact 200, and then Mbonga somebody gets three, Aluwani gets five, and then another payment to Mbonga, three. So Ramalepe looks like the two to me.

ADV MOSIKILI: You are quite right. If you zoom in on those lines ...[intervenes].

ADV BALOYI SC: Yes.

ADV MOSIKILI: The share that goes to Ramalepe is 200,000. Can we then go to page 93 of the same document?

MAJOR PHIRI: 93?

ADV MOSIKILI: Yes.

MAJOR PHIRI: Yes.

ADV MOSIKILI: And then there you receive an amount of 300,000 from Mr Makhuwa.

10 **MAJOR PHIRI:** Yes.

ADV MOSIKILI: Yes. And what is your explanation to that amount? Why is Mr Makhuwa paying you?

MAJOR PHIRI: Makhuwa is presenting his, he came to me with this gentlemen. Maybe he is a finance guru for their company or whatever they are doing. He pays me back my money, and it is late again because we agreed that they will pay me in three months, and they failed.

ADV MOSIKILI: In fact, how much did you borrow Mr Aluwani, according to you, directly him?

20 **MAJOR PHIRI:** No, remember, this is what I did not explain. The initial amount that I was going to borrow this three under the premise of saying their business is drowning, was 1,5 million. Now, they come to me because I wasted time and say to me, Mr Phiri, we can only take 1 million. And I say, no, that is fine. The very same day, I

want to go to Mpumalanga and Limpopo at the Kruger National Park. I transfer myself 100,000 through my other side, which I will use.

But then, they realize that we made a mistake. They call me the next morning saying, Mr Phiri, we made a mistake, give us 3 million. The bank does not allow me to pay them at once, 1,500 or 1 million at the same time. It gives me trouble. And then I say, no, they wanted exactly me to pay them in two folds, 1 million into Aluwani, 1 million
10 into Acha. Then when they realize that I am struggling, they say, no, pay this account. I think that is where the problem came.

But now, he is paying me back here and then he is representing the company, and I expect the other two gentlemen, I constantly call them, guys, if you have something, at least between 20 and 15, just pay me every month. I will do my books, and then your amount will be cleared. So he is not the only one who is paying me. The other two guys are also paying me at the same time.

20 **ADV KHUMALO SC:** Major, these loan agreements were they in writing?

MAJOR PHIRI: I do not know if this will sit well with the Commission.

ADV KHUMALO SC: No, no, just give us the honest answer. Do not worry about how it sits with us.

MAJOR PHIRI: No, it was not in writing.

ADV KHUMALO SC: It was not in writing?

MAJOR PHIRI: Yes.

ADV KHUMALO SC: You just shook hands and talked, and you gave them a million rands.

MAJOR PHIRI: I am from Mamelodi, so ...[incomplete].

ADV KHUMALO SC: No, no, do not, do not ...[intervenes].

MAJOR PHIRI: Yes.

ADV KHUMALO SC: I know people from Mamelodi, they
10 will be offended by what you are saying.

MAJOR PHIRI: No, I am from Mamelodi.

ADV KHUMALO SC: You are suggesting that that is how people from Mamelodi do business.

MAJOR PHIRI: No, I am from Mamelodi. I was born in Atteridgeville. I grew up in Soshanguve, Mabopane, and then I lived in Mamelodi.

ADV KHUMALO SC: No, just focus on the transaction between you and these people.

MAJOR PHIRI: Yes. So I do not need to sign a document
20 to make ...[indistinct].

ADV KHUMALO SC: Ja.

MAJOR PHIRI: My word is my word.

ADV BALOYI SC: And they know, they know you. They know if they do not pay ...[intervenes].

MAJOR PHIRI: They know who I am.

ADV BALOYI SC: You will get your money, yes.

MAJOR PHIRI: No, no, no, not meaning it that way.

ADV MOSIKILI: Then go to, so you see on page 87.

MAJOR PHIRI: Page 80?

ADV MOSIKILI: 87.

MAJOR PHIRI: Yes.

ADV MOSIKILI: You receive an amount of 500,000.

MAJOR PHIRI: Yes.

ADV MOSIKILI: On the 19th of September.

10 **MAJOR PHIRI:** Yes.

ADV MOSIKILI: That amount is from Makhuwa.

MAJOR PHIRI: Yes.

ADV MOSIKILI: And then if you go further down
...[intervenes].

MAJOR PHIRI: Yes.

ADV MOSIKILI: You receive 100,000.

MAJOR PHIRI: Yes.

ADV MOSIKILI: The same amount is, that amount is also
referenced as A Makhuwa.

20 **MAJOR PHIRI:** Yes.

ADV MOSIKILI: And then two days later ...[intervenes].

MAJOR PHIRI: Yes.

ADV MOSIKILI: You receive another 100,000.

MAJOR PHIRI: Yes.

ADV MOSIKILI: And your explanation is that this is in

relation to the loan that you have borrowed them, the amount that you are receiving ...[intervenes].

MAJOR PHIRI: The loan.

ADV MOSIKILI: It is a loan repayment from Mr ...[intervenes].

MAJOR PHIRI: It is not a loan repayment. It is the money that I borrowed them. I do not have a loan service business. I do not have any business.

ADV MOSIKILI: It does not matter how you put it, your
10 explanation is that these guys are repaying you ...[intervenes].

MAJOR PHIRI: Yes.

ADV MOSIKILI: The amount of money that you say you gave them.

MAJOR PHIRI: Yes.

ADV MOSIKILI: Yes.

ADV BALOYI SC: Mr Mosikili, is the point not made with a simple - we know the answer is going to be the same.

ADV MOSIKILI: Yes.

20 **ADV BALOYI SC**: And maybe we get to a point where you make the proposition that you want to make. We know that the witness's version is that he liquidated an investment in order to lend monies to these people who are associated with a service provider and that the numbers that you are going through are funds being repaid to him. I do not think

it gets better, your answers that you are going to get. You may as well get to the proposition.

ADV MOSIKILI: Yes. Yes, Commissioner, I accept that. Then there is a transaction when you go back to your file 1 on page, it is page 7. So it is right towards the second last page.

MAJOR PHIRI: Page 7 of file 1?

ADV MOSIKILI: File 1, yes.

MAJOR PHIRI: Second last page.

10 **ADV MOSIKILI:** Do you see that?

MAJOR PHIRI: Yes.

ADV MOSIKILI: Yes, I think it is something that you discussed with Commissioner Baloyi.

MAJOR PHIRI: Yes.

ADV MOSIKILI: That relates to the two amounts.

MAJOR PHIRI: Yes.

ADV MOSIKILI: The one, the 87, one is the 876.

MAJOR PHIRI: Yes.

20 **ADV MOSIKILI:** And the R6,400.00 which were paid on the same day.

MAJOR PHIRI: Yes.

ADV MOSIKILI: And when you were asked, you said that is the amount you received from, I think I like to quote your words, you used the words stokvel.

MAJOR PHIRI: I used, if you look at the evidence that I

attached and adduced as Annexure A4 plus 5, on my statement, it will clearly indicate that on the 7th, I received the 876,000 from Monday Social. On the 7th again, I received 6,400 from Monday Social. And the person who is doing this is the Chairman of the Social. It is Carriot Lulama Muweli. And I am saying Lulama Muweli is the one who goes to the bank and the bank refuses to pay us directly from the bank. Lulama Muweli has nothing to do with City of Tshwane. He works somewhere in ...[indistinct]

10 BP, but he is sharing these books. And then he pays me this money. It is the money that I have invested from January to December through my own ways of finding ways of making money. I am a side hustler.

ADV MOSIKILI: Yes, no, I hear that. What I wanted to ask you, because you were saying this is the amount you received from ...[intervenues].

MAJOR PHIRI: That social club.

ADV MOSIKILI: Ja, that you call a social, Monday Social club.

20 **MAJOR PHIRI:** Yes.

ADV MOSIKILI: Yes. So what I wanted to ask you is that those contributions, how are they made?

MAJOR PHIRI: Usually I deposit it at the bank. I go on Mondays. But because I am an industrious man, I stay far and they are in Mamelodi, then I deposit those in cash and

when and when I have cash, but maybe I am in the hospital or something, I ask someone, just please pay this account for me. I have the money in cash and then the person will come and collect it at the hospital or at home.

ADV BALOYI SC: [Indistinct]... [microphone off] about that payment. This is in December, so December is when you get your payouts.

MAJOR PHIRI: Ja, when everyone gets his share that he has invested.

10 **ADV BALOYI SC:** Okay. Now, at page, and that is your Capitec account, or ABSA account, I think.

MAJOR PHIRI: No, this is my ABSA account. The Social uses an ABSA account, so if you use another account, it is a problem.

ADV BALOYI SC: Okay. Now, if you go to page 1 of that bundle still, and that is your Standard Bank.

MAJOR PHIRI: Page 1?

ADV BALOYI SC: Yes, A1.

MAJOR PHIRI: Of bundle?

20 **ADV BALOYI SC:** The same, the same set of documents. Just go to page 1, A1. It is marked A1.

MAJOR PHIRI: Oh, A1.

ADV BALOYI SC: That seems to be your Standard Bank account.

MAJOR PHIRI: Yes, this – no, A1 is still ABSA.

ADV BALOYI SC: Is it still ABSA?

MAJOR PHIRI: Yes.

ADV BALOYI SC: No, no, just look at the top left-hand corner, the same document, left-hand corner.

MAJOR PHIRI: Oh, A1, yes, yes.

ADV BALOYI SC: A1, that is Standard Bank.

MAJOR PHIRI: Yes.

ADV BALOYI SC: So you have got that payment there, third payment from the bottom.

10 **MAJOR PHIRI:** Yes.

ADV BALOYI SC: And this is a payment when, of the same, is it the same Monday Social club? Is it the same year?

MAJOR PHIRI: The name is the same. No, no, this is not the same. This is not the, this is 2020.

ADV BALOYI SC: October 25 to April 26. So that would be December 25. And the previous one is December 24.

MAJOR PHIRI: This is the 8th of December ...[intervenes].

ADV BALOYI SC: Hm, 24. 25, 2025.

20 **MAJOR PHIRI:** 2025, yes.

ADV BALOYI SC: Okay. All right.

MAJOR PHIRI: But this Monday Social, I ticked it because the name here is the same Social, but this one is for Tuesday. So it is year-end, we are being paid, and then here I am paid directly to Standard Bank.

ADV BALOYI SC: You said something about it being for Tuesday.

MAJOR PHIRI: Yes, we have two Socials, although I do not have two. You know, I have many. There are many ...[indistinct] Social. But this one is a Standard Bank one, ja, where I will just put whatever is left or I will borrow from, on Monday and bring the money here and pay it back on that one so that I have something to cover maybe when I need something.

10 **ADV BALOYI SC:** Okay. Thank you. Proceed.

ADV MOSIKILI: Mr Phiri, we are going to make, and I am inviting you for your comment, submissions that what you call your business relationships, or at least the exchange of funds ...[intervenes].

MAJOR PHIRI: Yes.

ADV MOSIKILI: Between you and people who are linked to the City of Tshwane, or the companies that are linked to the City of Tshwane as service providers ...[intervenes].

MAJOR PHIRI: Yes.

20 **ADV MOSIKILI:** That interaction on itself is inappropriate.

MAJOR PHIRI: Yes.

ADV MOSIKILI: Do you care to comment on that?

MAJOR PHIRI: Let me take my breath so that I give you a correct answer. I am an employee of Tshwane, but overall I am a member of the public, and I am not saying being a

member of the public, I – when people come to me and say, Commissioners, I have, I need such amount of money, some will come to me, they will know that if you ask me, I need a 4 x 4 bakkie and I have 200,000, I will just tell you straight, give it to me. What mileage are you looking at? And then I know who to call. I have business friends.

So when someone comes to me and asks for help, I help. And I know that that person will say thank you. I do not know how much will he say thank you. He will need a
10 car today and I will give him the car today. I will just call dealerships that I know and say, do you have a car like this and they will say that to me. And then people, they take that as an advantage and say, can you borrow us money? They are not the only ones. Some are not working in the City of Tshwane.

These statements are being read in particular to people who are linked to service providers. But in essence, if you read these statements and you take your time, Advocate, you will find that many people are paying me.
20 People are paying me a lot of money for what I do for them and I am not in the business of doing, of working. I do not register companies. I assist.

People call me from Limpopo. Dealerships ask me, Mr Phiri, it is a pity that I got involved with these people and I saw that their business were drowning, and as I told

you, I have known Janki and Maluleke for 15 years. They did not start working. They worked at Ramalepe when Ramalepe got a contract. The court order gave them a contract in 2022. But they were already in the system, in 2015 already. I am saying 15 years prior. In 2010, they were already working here. So I know them. You can go back to my statements. Sometimes I will borrow them money and tell them I need it in 2,000 batches for 10 months. Well, I have given them 15,000 and then they will
10 comply.

And I have no nefarious intentions of borrowing someone 1 million. In fact, if it was the other way, them borrowing me 1.3 million at my salary, I think that is an abnormality. But here, they are coming to me, and if I can go in detail into these statements of mine, you will see that people are paying me a lot of money and it has got nothing to do with City of Tshwane.

But these are picked because like Lulama Muweli, when you sent me a question, I looked at it and I said, it
20 means the bank did not explain. They did not tell them that the money comes from this account to Lulama Muweli and to Mr Phiri.

ADV MOSIKILI: What is your final answer to my question?

MAJOR PHIRI: I will say no. I will say no. I regard them as friends.

ADV MOSIKILI: And we will also make submissions that for a person in your position, as you at least testified earlier on, where you are somehow in possession, or at least in a position where you can control the distribution of work to the service providers within the City of Tshwane, that makes it even worse for you to be having any financially linked relationships with the individuals who are linked to the service providers. What is your comment to that?

MAJOR PHIRI: If my seniors came here and said, I am a
10 junior officer, I will not agree to that. That means they have never showed me a policy as a junior. If they say I am a junior officer, they have never given me a policy that says you cannot borrow someone that works in the City money. So, I will not accede to that.

ADV MOSIKILI: We would say that it is apparent that for someone in your position who can influence the flow of work, that there is an obvious conflict of interest in you having financial transactions, as we have seen in your bank account, with people who are employed by the service
20 providers. What is your comment?

MAJOR PHIRI: Can you please repeat the question?

ADV MOSIKILI: The question is simply this. It says that there is an apparent conflict of interest for someone in your position who can influence the flow or non-flow of work to the service providers to be having any financial transactions

with them or with the people who are employed by the service providers, because at least we know that directly some of them are employed and we say that poses an apparent conflict of interest. What is your comment on that?

MAJOR PHIRI: I will say, to my knowledge, Commissioners, it is incorrect, but it needs to be tested.

ADV MOSIKILI: In other words, you are saying you see nothing wrong?

10 **MAJOR PHIRI:** That is putting it maliciously, with due respect, Advocate. I do not say I see nothing wrong. I say, I will say, no, it is incorrect, but it needs to be tested, because when we look at the policies, I have never read a policy where they said I must not be engaged in such. And it is a pity because you asked me this question before going to my hearing and now you have given someone who is sitting in an office somewhere who cannot even type to come and ask me the very same question. But it is what it is.

20 **ADV MOSIKILI:** Mr Phiri, we are going to make submissions and ask the Commission to make findings that you came before this Commission and in an attempt to explain amounts in your account, either come in or out, and some of your answers did not accord to the obvious description of those amounts. For example, a lot of

amounts, or a few amounts coming into your account, they clearly reference service provided, and your answers to that, we are going to submit that they are unsatisfactory. Do you have, or do you wish to make any comment to that proposition?

MAJOR PHIRI: Commissioners, it is the work of the Commission to make recommendations, and I am not here to prove beyond reasonable doubt, but I am here to testify. So if the recommendations, the Commissioners see it fit
10 that what you, Advocate Mosikili, are saying, and what I have explained, the recommendations, they see it fit the Commissioners that something is untoward of my evidence, I have no power over that, but what I will say is the assertions are incorrect.

ADV MOSIKILI: We are going ...[intervenes].

CHAIRPERSON: The thrust of the question is that your responses with regard to the issues Mr Mosikili is referring to were not satisfactory, and that they will submit to us that that is the case. Do you agree that the explanations you
20 have given are not satisfactory? I think that is the thrust of the question.

MAJOR PHIRI: I do not agree, Chairperson.

CHAIRPERSON: Yes, Mr Mosikili.

ADV MOSIKILI: Thank you, Chair. We will also make submissions to the Commission that your explanation that

you somehow paid a money, 200,000 at the very least, into an active service provider for the City of Tshwane is inappropriate and also demonstrates an attempt to at least hide the true nature of that transaction.

MAJOR PHIRI: I do not agree, because I gave an explanation.

CHAIRPERSON: And I think an antecedent question, Mr Mosikili, is what is that true nature, because in my own mind, I have been thinking what we are to make of
10 payments the other way as it were, because ordinarily, one expects the service providers, as a gratification, to pay an employee of the organ of state concerned, not something the other way around. So, what true, and I have been wondering in my head as to what could possibly be happening here if it is not what Major Phiri is saying, and I do not have an answer to that question either. So you would first have to tell us, and indeed Major Phiri as well, what you consider to be the true nature of these transactions.

20 **ADV MOSIKILI:** Chair, we will not take it further than that to say, simply put, for example, an answer to him paying R200,000.00 into a service provider's account, clearly he says well, he had no knowledge of that. We say that kind of answer is untenable.

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

ADV MOSIKILI: And – yes.

CHAIRPERSON: No, no, no, here is the point. You are putting a suggestion to the Major, or rather implicit in what you are putting to the Major is that there is some true nature that you are aware of and which you are suggesting that the Major is not explaining or telling us. So we do not know what the true nature is. You have not told the Major what the true nature is. So to put that question and to be fair to the Major, you would first have to tell us what you
10 suggest is that true nature. Did you get my point?

ADV MOSIKILI: I accept that, Chair, and I would not take it higher than that, as much as I am tempted to make propositions to him or to the Chair in respect of those transactions.

CHAIRPERSON: Yes, yes.

ADV MOSIKILI: What I am putting to him is that the answers that he provided are not satisfactory.

CHAIRPERSON: That is the penultimate point you made.

ADV MOSIKILI: Yes.

20 **CHAIRPERSON:** And then you moved on to the one about the true nature, and I think that is where you are now. You are past the one about unsatisfactory explanations and the Major has responded to that and said it does not agree with you. So now I am engaging you on the last point, which is about the true nature. So it is that, that I say is not fair to

the Major when you have not told him what the true nature is.

ADV MOSIKILI: I accept that, Chair. I will move on from that point, at least for now.

CHAIRPERSON: Yes.

ADV MOSIKILI: Thank you, Chair. Mr Phiri, do you have any relationship with Mr Bonzo Modise? Maybe let me take a step back. Do you know Mr Bonzo Eugene Modise?

MAJOR PHIRI: Yes.

10 **ADV MOSIKILI:** Do you have any relationship with him?

MAJOR PHIRI: I know him as a Deputy Mayor, as a Regional Chair of the ANC. I grew up in Mabopane, Winterveldt. I know him from Mabopane and when I came to work in Tshwane, I met him here. He was not a Deputy Mayor. He was not a Chair. He was a director of a company called Triotic Protection Services then before becoming the Deputy Mayor.

ADV MOSIKILI: Are you guys in contact? By that I mean do you call each other?

20 **MAJOR PHIRI:** Ja, because as I told you, I have known Mr Bonzo Modise from Mabopane. I grew up there. I know him from there. Even, you know when you are from a place and you know someone, you can speak to him. People will speak to him as Deputy Mayor, and I will also speak to him as Deputy Mayor, but at the very same time, I will call him

Babi.

ADV BALOYI SC: What is the nature of your interaction with him, do you interact with him as a friend, do you interact with him as a brother, as a neighbour, because you are all from Winterveldt? I think that is what Mr Mosikili is trying to establish, the nature of the relationship, if any, today. Is he a comrade? Is he a Chairperson of your branch? That is what he is trying to determine.

MAJOR PHIRI: I do not know how to explain this, but it is
10 formal coming, and professional coming to work and because I know him, I will just speak to him at any moment. Sometimes I will even call him, I am just passing through your office at Tshwane House, are you there?

ADV BALOYI SC: Outside of work, or outside of the business of Tshwane ...[intervenes].

MAJOR PHIRI: Yes.

ADV BALOYI SC: The City of Tshwane, do you have any interaction with him?

MAJOR PHIRI: No, no, I do not.

20 **ADV MOSIKILI:** No dealings with him?

MAJOR PHIRI: I want to put it truthfully. I will go to Mabopane. I do not stay in Mabopane anymore. And we will meet at a certain place, and we will just greet each other. He is always with what you call protectors. We will just greet each other. They will not allow you very close to

him. And then we will just greet each other and speak in our language, strict language.

ADV BALOYI SC: So you do not socialize with him?

MAJOR PHIRI: I do not socialize with him.

ADV BALOYI SC: Do you have any business relationships with him?

MAJOR PHIRI: I do not have any business relationship with him. I have never had, unless managing when he was still at Triotic, coming to director's meetings and stuff, and
10 then we meet there.

ADV BALOYI SC: Thank you. Mr Mosikili.

ADV MOSIKILI: Do you know Mr Joe Sibanyoni?

MAJOR PHIRI: I know Mr Joe Sibanyoni when I see him on TV and, but if he can come here, I cannot point him. I have never spoken to Mr Joe Sibanyoni, and I do not believe I will speak to him because I am not interested in taxis.

ADV MOSIKILI: Perhaps, and you do not have to answer this, we will deal with this question, or this question at the opportune time, but if you want to have a comment, you may
20 have a comment. What we have at least gleaned over from the telephone calls between yourself and Mr Modise is that on a number of occasions, after calling you, or at least on the same day, there seems to be a pattern where he calls Mr Sibanyoni. But I accept that that is not your telephone record to comment on, but if you want to comment, you

may.

MAJOR PHIRI: Please ...[intervenes].

CHAIRPERSON: Are we going to have that evidence?

ADV MOSIKILI: Chair, I just want to have his comment.

We are not going to deal with that, Chair, no.

CHAIRPERSON: Perhaps not, then if, as you say, we are not going to have that.

ADV MOSIKILI: Yes.

ADV BALOYI SC: Okay, maybe what you could ask is
10 whether, maybe let me ask the question. Mr Phiri, have you
discussed with Mr Modise any of the business or the
services that Mr Sibanyoni may be involved with in the City
of Tshwane? Maybe first let me ask the first question. Do
you know whether or not Mr Sibanyoni has any business
that relates to Tshwane, that he offers any services?

MAJOR PHIRI: Commissioner Baloyi, before answering
that question, I will kindly ask, I did not hear very clearly
what Advocate Mosikili said, and I would like him to repeat
that, and then I have reasons, I have my own reasons now.

20 **ADV BALOYI SC**: That is fair.

CHAIRPERSON: So you want him to repeat the question
even though I disallowed it?

MAJOR PHIRI: Yes, if I heard ...[intervenes].

CHAIRPERSON: Because Commissioner Baloyi is now
asking a different question.

MAJOR PHIRI: A different question?

CHAIRPERSON: Yes.

MAJOR PHIRI: I want to hear that I heard him correctly when he said, after Deputy Mayor Bonzo Modise calls me, he immediately calls Joe Sibanyoni, because I do not see how can Joe Sibanyoni be linked to me. But to Commissioner Baloyi, I do not know what businesses Joe Sibanyoni has with the City. All I know through social media, if you type Joe Ferrari Sibanyoni, it will tell you that
10 he is a taxi boss. So I do not know his interest in the City. But I do not know him, I cannot even point him. But some people will see me on TV and then they will not put me as the person that they saw on TV. So I do not know him.

ADV BALOYI SC: All right. Then maybe just for completeness, in those telephone calls that you have with Mr Modise, because in your own testimony you say you do sometimes call him.

MAJOR PHIRI: Yes.

ADV BALOYI SC: Have you ever discussed anything
20 relating to Mr Sibanyoni?

MAJOR PHIRI: Never.

ADV BALOYI SC: Thank you.

MAJOR PHIRI: Yes.

ADV MOSIKILI: Chair, those will be the questions from us, and unless there is further questions from the bench, Chair.

CHAIRPERSON: Thank you, Mr Mosikili, none from us.
Thank you very much, Major Phiri, you are excused. Let us
resume at 9:30 tomorrow. Let us adjourn.

INQUIRY POSTPONED TO 24 APRIL 2026

INQUIRY ADJOURNS
