

COMMISSION OF INQUIRY INTO STATE CAPTURE
HELD AT
CITY OF JOHANNESBURG OLD COUNCIL CHAMBER
158 CIVIC BOULEVARD, BRAAMFONTEIN

13 APRIL 2021

DAY 373



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Recording & Transcriptions

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DATE OF HEARING:

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TRANSCRIBERS:

B KLINE; Y KLIEM; V FAASEN; D STANIFORTH



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PROCEEDINGS RESUME ON 13 APRIL 2021

CHAIRPERSON: Good morning Mr Seleka,, good morning every – Mr Seleka, good morning everybody.

ADV SELEKA SC: Morning Chairperson.

CHAIRPERSON: Ja I corrected myself. Okay alright.

ADV SELEKA SC: Indeed.

CHAIRPERSON: The oath you took yesterday Mr Singh will continue to apply.

MR SINGH: That is fine Mr Chair.

10 **CHAIRPERSON:** Thank you. Okay let us proceed.

ADV SELEKA SC: Thank you. Mr Singh thank you again for your availability in assisting the commission. Yesterday we traversed a couple of – well quite a number of issues regarding the MSA and I want to conclude on that MSA.

I was about to go to what is the legal review presented to Eskom by CDH and that deal specifically with the suspensive conditions amongst other things that you were – you referred to a couple of times yesterday.

20 But before I do that Mr Singh I want to place on record Chairperson the affidavit that I read yesterday of Mr Phakamani that that matter Eskom was the Applicant and Mr Phakamani was an acting Group Chief Executive of the Applicant when he deposed to this affidavit.

So he was deposing to the affidavit for and on behalf of Eskom. So the requirement for the National

Treasury that we read about yesterday is actually Eskom's position and if Eskom says there was no National Treasury approval that means the contract was a nullity from inception which means the contract never came into existence Mr Singh.

And then it would not matter whether or not the suspensive conditions are fulfilled because it is neither here nor there.

Do you follow that reasoning? You – do you follow
10 the reasoning and then you can comment on what your view is?

CHAIRPERSON: Or maybe Mr Seleka maybe the – there was a contract but it never came into operation because for it to get into operation there were those conditions that needed to be backed and therefor nothing should have been done under it.

ADV SELEKA SC: Chair I am – I remember because the PFMA requirement it is a legislative requirement.

CHAIRPERSON: Yes.

20 **ADV SELEKA SC:** So if – if that one is not obtained at the right – at the beginning the contract according to the PFMA is a nullity – is *void ab initio*.

CHAIRPERSON: In the end it might not make much difference whether it was void from the beginning or it did come into being but did not come into effect.

ADV SELEKA SC: Yes well...

CHAIRPERSON: And no – and nobody ought to have acted under it in circumstances where the conditions had not been met.

ADV SELEKA SC: Yes so the Chairperson has the suspensive conditions in mind?

CHAIRPERSON: That is what I am – I am – I think you are talking about or is that – was that not so?

ADV SELEKA SC: Oh yes what – okay I hear what the
10 Chairperson is saying.

CHAIRPERSON: No I may be – I may – I may have missed something. The approvals were they not the suspensive conditions?

ADV SELEKA SC: No.

CHAIRPERSON: Oh the suspensive conditions were different.

ADV SELEKA SC: We at Clause 3.1.

CHAIRPERSON: Oh okay.

ADV SELEKA SC: Yes.

20 **CHAIRPERSON:** No then that is fine.

ADV SELEKA SC: Then the PFMA was Clause 22.

CHAIRPERSON: Oh okay.

ADV SELEKA SC: Yes.

CHAIRPERSON: Okay. No that is fine.

ADV VAN DEN HEEVER: Chairperson I am sorry to

interrupt. I – I hear what Mr Seleka says at this point but with the greatest of respect to him this is not the issue to be decided here. This is a – you are here to interrogate with the greatest of respect the facts that applied at the time whatever position Eskom currently takes ex post facto is a totally different story.

My understanding was always that what you need to do is interrogate facts that applied at the time and that people can assist you with and deal with because of their
10 knowledge at that point.

CHAIRPERSON: Well the law as well because you know people are alleged to have entered or done certain things without contracts where they were supposed to do them only if there were contracts. What – what – where you might have some point is the fact that Eskom states a section a certain factual position does not necessarily preclude Mr Singh from stating the factual position as he understood it – that part. I think that part may be a fair point. Okay.

20 **ADV VAN DEN HEEVER:** Thank you Chair.

CHAIRPERSON: Alright. Yes continue Mr Seleka.

ADV SELEKA SC: Yes. So there is that distinction then because as I said to you...

CHAIRPERSON: As you do so Mr Seleka always remember that as I understand it.

ADV SELEKA SC: Yes Chair.

CHAIRPERSON: Mr Singh is not a lawyer.

ADV SELEKA SC: Yes.

CHAIRPERSON: But of course by virtue of his position he knows some laws you know. He knows something about – so – so I am just saying as you deal with it.

ADV SELEKA SC: Yes.

CHAIRPERSON: Just bear that in mind.

ADV SELEKA SC: Yes.

10 **CHAIRPERSON:** That – ja – okay alright.

ADV SELEKA SC: Especially the Public Finance Management Act Mr Singh.

CHAIRPERSON: Ja.

ADV SELEKA SC: As the Group Chief Executive Officer – Chief – Chief Financial Officer you should have a working knowledge of that Act because it falls squarely within your – the purviews of your duties, is it not?

MR SINGH: Oh so 00:07:31 so write down the question 00:07:25. (Mr Singh is mumbling).

20 **ADV SELEKA SC:** No. The Act falls within the purviews of your duties is it not?

MR SINGH: So – so (inaudible) just wanted that question not the first one?

ADV SELEKA SC: We will go to that.

MR SINGH: Or do you want me to respond to the first one

as well?

ADV SELEKA SC: Ja.

CHAIRPERSON: Okay no let – I think...

ADV SELEKA SC: I am saying...

CHAIRPERSON: Mr Singh – Mr Seleka is asking you whether you agree that as Chief Financial Officer of Eskom you would have been expected to have a working knowledge of the PFMA.

MR SINGH: Mr Chair I would agree with that but I would
10 qualify that by saying.

CHAIRPERSON: Ja.

MR SINGH: That I would be expected to have a working knowledge of aspects that are applicable to my specific domain.

CHAIRPERSON: Ja.

MR SINGH: Which is finance hence I said Section 54.2b for example is Capital and Procurement Capital Projects those are things that negate that entail us that we dealt with almost on a daily basis.

20 **CHAIRPERSON:** Ja.

MR SINGH: In terms of procurement and all of these other aspects Mr Chair hence we have a very specific function within Eskom as well as Transnet. We have a fully fledged group legal function as well as compliance – as well as a compliance function and they are the ones that are

capacitated and accountable in terms of delegation of authority 00:08:40 to be able to deal with these specific matters and as Mr Seleka said Mr Hadebe's affidavit does refer to certain individuals from those specific conditions.

ADV VAN DEN HEEVER: Chairperson sorry Mr Singh's voice is coming over very softly on this side.

CHAIRPERSON: Yes.

ADV VAN DEN HEEVER: Yesterday the sound was up quite high today it is quite low.

10 **CHAIRPERSON:** Okay please ...

ADV VAN DEN HEEVER: And it is important that we hear what he says this side.

CHAIRPERSON: Please – please speak up Mr Singh maybe you can – could repeat your answer.

MR SINGH: So now the technical test. Is that better? Now?

CHAIRPERSON: Hm.

20 **MR SINGH:** Okay. So in terms of the question as it relates to the PFMA being something that I should be particularly familiar with Mr Chair yes I do concede that it is something that I am familiar with. I am familiar with the sections of the PFMA that applied to me in my specific daily activities as it relates to the CFO. Issues – broader issues like procurement and other aspects of the PFMA Mr Chair I normally left to the specialists and those are the

Group Legal functions as well as the Legal and Compliance functions within the – both the organisations certainly I will quote is Eskom and Transnet.

They are specifically delegated those functions through the delegation of authority premise.

ADV SELEKA SC: Thank you Mr Singh. But clearly the – this requirement for National Treasury approval the team of which you form part was aware of it. It is clear from the documentation.

10 **MR SINGH:** By which documentation makes it?

ADV SELEKA SC: The documentation in the bundles. The Steering Committee meetings we can see that you talk about that approval even on the 9th of February 2016.

MR SINGH: In the Steering Committee?

ADV SELEKA SC: Ja.

MR SINGH: Oh yes it is – it says there it has been obtained.

ADV SELEKA SC: Yes. Correct, correct.

MR SINGH: So it comes back to this point Sir.

20 **ADV SELEKA SC:** Say again.

MR SINGH: Okay carry on you – I – you going to make a point.

ADV SELEKA SC: Ja this is what I want to do Mr Singh Chair because I do not want to waste time on this matter. If the – if the National Treasury approval was not obtained

that is the one clause of the agreement the agreement then does not start off the blocks.

In addition to that you have the suspensive conditions. Those suspensive conditions if they are not fulfilled as CDH and I was about to go to that yesterday – as CDH found in their legal review to Eskom it only serves as an aggravating factor. But if you say they were fulfilled as you do in your affidavit of yesterday it does not change the fact that the Treasury approval because of lack thereof
10 the agreement could not have come into force. You understand what I am saying?

MR SINGH: I understand totally. Do you want me to respond?

ADV SELEKA SC: Yes please.

MR SINGH: So firstly Mr Chair as I said to you yesterday or as you correctly say today I am not a legal person but I will give you my view for what it is worth and also secondly Mr Chair in terms of correction to Mr Seleka as I said yesterday when he started with this topic these matters are
20 not – were not within my personal purview at the time. I understood that there was something that was happening but they were not in my direct interactions on a daily basis. Even if you look at the affidavit that Mr Koko had – Mr Hadebe's affidavit that Mr Seleka had taken us through it was Mr Koko that was dealing with this matter at a later

meeting that he had called with Mr Laher, with Mr Mabelane and with Mr Govender. So from that perspective that team was dealing. Ultimately an individual by the name of Mr Ave Gorie who was from Procurement engaged with National Treasury to obtain the email that we obtained. Let us just park there – there for now okay.

So that is the context within which I give my feedback now. So between then and now I have come across all of this information which I will now give you my
10 view on and the reason why I give you my view Mr Chair is because the Parliamentary Inquiry called on me to provide that.

So that is how I come across this information.

First point to make Mr Chair is that Mr Seleka is correct in saying that Mr Hadebe in his affidavit acts on behalf of Eskom and provides a view that Eskom had at this point in time.

Similarly Mr Chair when I sit here and I provide an affidavit I was also an official of Eskom at the time. So I
20 provide you a version of – of the events and the facts that existed at the time.

So that was Eskom's view at the time. If it was correct at the time all well and good – if it is now proven to be incorrect then it is incorrect. But it is not for me to say whether it was right or wrong because that is not my – as

you say I am not a legal person.

But all I can tell you now is I knew of the events that occurred leading up to and what the Eskom position was at the time given the information that we had at the time.

So Mr Chair in terms of the National Treasury approvals Mr Chair as I said and maybe we should try and find this email of the 4th of February. Do we have it somewhere in the bundle?

10 **ADV SELEKA SC:** The what?

MR SINGH: The email that we received from National Treasury on the 4th of February 2016?

ADV SELEKA SC: Yes it is in your – it is in your affidavit of yesterday.

MR SINGH: Did we put it?

ADV SELEKA SC: You quoted it. I do not know whether you...

MR SINGH: Is the email there actually?

ADV SELEKA SC: Yes.

20 **ADV VAN DEN HEEVER:** Chairperson it is indeed in the – an attachment to the affidavit that we produced.

MR SINGH: Submitted yesterday.

ADV VAN DEN HEEVER: Yesterday and maybe it – it is a good time just to make sure that the affidavit is received as an exhibit and you can then be referred to specifically to

this annexure.

CHAIRPERSON: What email is that Mr Seleka? I am not sure what the two of you are talking about.

MR SINGH: Okay.

ADV SELEKA SC: Yes...

MR SINGH: Mr Chair it is...

CHAIRPERSON: You seem to be talking to the two of you between yourselves only.

MR SINGH: Mr Chair it is the email that Eskom relies on –
10 that Eskom relied on at the time.

CHAIRPERSON: And to say what?

MR SINGH: To say that it had the required authority to enter into the contract relative to...

CHAIRPERSON: It had require – it had the required approvals?

MR SINGH: Approvals or authority or standing to enter into a risk-base contract.

CHAIRPERSON: Because...

MR SINGH: Which is...

20 **CHAIRPERSON:** Because authority depending – authority might be something different from approval.

MR SINGH: No hence – hence I am saying Mr Chair.

CHAIRPERSON: It just depends. Approvals?

MR SINGH: Well you see this is where I think there is some level of confusion in my mind if I look at what has

happened.

Eskom relies or Mr Hadebe relies on I think Practice Note 1 okay which requires an approval for a deviation which is what I think Mr Koko testified to in terms of the document he had signed.

The email that we referred to Mr Chair is relying I think on a different Practice Note that effectively allows for entities such as this one to allow to enter into risk base contracts without a deviation necessarily having to be
10 sought from National Treasury.

So there is two different schools of thought.

CHAIRPERSON: And are conflicting.

MR SINGH: Oh I – from what I can see I think that is what the – the problem is Mr Chair. And one seeks to say listen you have the – this schedule is applicable and therefor you can enter into this contract. That is the email that we refer to.

What Mr Hadebe relies on is a schedule that effectively says you require to physically apply for a
20 deviation which in that case you would have do something – submit something to them, consider it and then receive an application for an approval or a non-approval.

So in my view I think that is where the issue lies and I think therefor I am saying Mr Chair in order for me to demonstrate what the position was at the time when Eskom

believed it had the requisite standing – let us call it standing to enter into the risk base contract this email provides that context.

So that would be for the issue of whether the PFMA was complied with or not before we get to the suspensive contract.

CHAIRPERSON: Ja okay.

ADV VAN DEN HEEVER: Annexure AS8 attached to the affidavit of yesterday just to make it easy Chairperson.

10 **CHAIRPERSON:** Mr Seleka.

ADV SELEKA SC: Yes Chair just before we got there.

CHAIRPERSON: Hm.

ADV SELEKA SC: What Mr Anoj Singh should explain to you Mr Anoj to the Chairperson is that there was a Practice Note as we read yesterday 2013/2014 of the National Treasury which only allowed for contracting on a fee basis not risk based and Eskom had adopted that Practice Note on their policy for procurement and hence the internal people were saying that you need to obtain Treasury
20 approval if you want to deviate from that policy of ours first because we have adopted that Practice Note of National Treasury.

So that is what Mr Hadebe says, that is what Mr Anoj should know.

MR SINGH: No but...

ADV SELEKA SC: That that is the – that is where the turning point is Chair.

MR SINGH: Mr Chair.

CHAIRPERSON: Okay let me just understand that.

ADV SELEKA SC: Yes.

CHAIRPERSON: National Treasury had issued an Instruction Note.

ADV SELEKA SC: Yes.

CHAIRPERSON: And it had laid down certain requirements
10 for the appointment of consultants on a fee basis.

ADV SELEKA SC: Correct Chair.

CHAIRPERSON: And then – but they wanted that is Eskom wanted to appoint McKinsey on a risk basis.

ADV SELEKA SC: Correct Chair.

CHAIRPERSON: So in other words the Instruction Note on a fee basis would not be applicable to a risk basis.

ADV SELEKA SC: Yes – yes.

CHAIRPERSON: Yes.

ADV SELEKA SC: In the sense that the risk base is not
20 catered for in that instruction.

CHAIRPERSON: Yes.

ADV SELEKA SC: Yes.

CHAIRPERSON: Yes, yes. So – but the Instruction Note from Treasury was understood to deal with the appointments of consultants.

ADV SELEKA SC: Yes.

CHAIRPERSON: And if you were going to – if you wish to appoint consultants not on a fee basis.

ADV SELEKA SC: Yes.

CHAIRPERSON: But on some other basis it was understood that nevertheless you must approach National Treasury.

ADV SELEKA SC: For approval.

CHAIRPERSON: For approval.

10 **ADV SELEKA SC:** Yes if – because you are deviating from a fee basis appointment.

CHAIRPERSON: Ja.

ADV SELEKA SC: You now want to do something else.

CHAIRPERSON: Something else ja.

ADV SELEKA SC: Outside.

CHAIRPERSON: Yes.

ADV SELEKA SC: But Eskom had taken a step further. They had adopted that into their policy.

CHAIRPERSON: Yes.

20 **ADV SELEKA SC:** Yes.

CHAIRPERSON: Okay so – so in other words your point is the appointment of consultants both in terms of National Treasury Instruction and in terms of Eskom policies was supposed to be on a fee basis.

ADV SELEKA SC: Correct Chair.

CHAIRPERSON: And if you wanted to do something different.

ADV SELEKA SC: Yes.

CHAIRPERSON: You needed – if Eskom wanted to do something different namely appoint consultants on a basis other than a fee basis they needed to approach National Treasury.

ADV SELEKA SC: Yes.

CHAIRPERSON: For approval to do it that way.

10 **ADV SELEKA SC:** To deviate yes.

CHAIRPERSON: To deviate.

ADV SELEKA SC: Yes.

CHAIRPERSON: That is – that is the point.

ADV SELEKA SC: That is the point Chair and you find that explicitly in the affidavit of Mr Phakamani Hadebe.

CHAIRPERSON: Okay.

ADV SELEKA SC: And I have just for the record.

CHAIRPERSON: And is Mr Singh's position that his understanding was that the – if Eskom wanted to appoint
20 consultants on a risk basis Eskom did not need to seek approval for deviation as you understand it?

ADV SELEKA SC: Yes that he says they relied on that email.

CHAIRPERSON: Ja.

ADV SELEKA SC: For that position.

CHAIRPERSON: From somebody at National Treasury.

ADV SELEKA SC: From somebody at National Treasury.

CHAIRPERSON: Oh that is – is that the email he wanted to?

ADV SELEKA SC: Correct that is the email he wants to refer the Chairperson to.

CHAIRPERSON: Okay. So far so good in terms of understanding where you stand Mr Singh namely if Eskom wanted to appoint consultants on a basis other than a fee
10 basis was it your understanding that Eskom did not need to obtain approvals from National Treasury?

MR SINGH: Mr Chair I think you are summarising it correctly but I just need to add one...

CHAIRPERSON: Ja.

MR SINGH: Additional point.

CHAIRPERSON: Ja.

MR SINGH: Mr Chair Mr Seleka and I think Mr Hadebe or Mr Hadebe and Mr Seleka is following their thumb taking a view of convenience to say Practice Note was clear cut and
20 was applicable. Right. So in – from what I can understand in the – in the documentation that we currently have now but this was not a clear cut Instruction Note that was black and white and was applicable or not. There was some ambiguity as to whether it was applicable or not.

Now yesterday when Mr Seleka took us through Mr

Hadebe's affidavit and maybe we should go there – what is it again?

ADV SELEKA SC: Say again. Eskom Bundle 14.

MR SINGH: Yup.

ADV SELEKA SC: 14(d).

MR SINGH: 14.

CHAIRPERSON: 12(d).

ADV SELEKA SC: 14(d).

CHAIRPERSON: Okay.

10 **ADV SELEKA SC:** Yes Chair.

MR SINGH: Oh so sorry.

ADV SELEKA SC: 14(d). Oh. She says it is page 1193.

MR SINGH: I 00:25:27 – 11 – 1193?

ADV SELEKA SC: Ja. Well I started reading from page 1193 paragraph 78.1.

MR SINGH: Yes. So Mr Chair you will see and the – the paragraph that I would like you to go to is – oh so page.

CHAIRPERSON: I am sorry first of all what are we looking for at page 1193?

20 **MR SINGH:** So that is...

CHAIRPERSON: That is what you are talking about.

MR SINGH: Yes so this is the affidavit I was talking about Mr Chair.

CHAIRPERSON: Okay.

MR SINGH: But if you – if you move to page 119...

CHAIRPERSON: And whose affidavit is this?

MR SINGH: This is Mr Hadebe's affidavit Mr Chair.

CHAIRPERSON: Okay alright.

MR SINGH: If we move to page 1195 you see paragraph 81 there Mr Chair?

CHAIRPERSON: Yes.

MR SINGH: It says there was a meeting that was called on or about 27 October by Mr Koko.

CHAIRPERSON: Ja.

10 **MR SINGH:** Okay and 81.1 basically deals with the people
that were there who are basically Mr Mabelane Chief
Procurement Officer, Mr Govender who was the Programme
Director on this, Eskom's then Director Group Capital, two
representatives from Vikas – from McKinsey being Vikas
and Dr Weiss and 81.2 deals with Mr Laher explaining the
hold-up in the conclusion of the Master Services
Agreement relating to National Treasury approval which
again relates to this matter of the fixed fee versus the risk
base fee *vis-a-vis* the Instruction Note that Mr Seleka
20 speaks to that found its way into the Policy document.

81.4 Mr Chair is what is applicable to us. 81.4
basically states:

“Notwithstanding the fact the Mr Koko
signed the Instruction Note – I mean signs
the Eskom Policy that gave effect to the

Instruction Note.”

He still then in 81.4 states:

“Mr Koko stated that his intention was to obtain an external opinion on the matter.”

Okay.

“McKinsey also stated that they would provide their own view about whether the remuneration model was in line with National Treasury instructions or not.”

10 Okay. And Mr Chair from there flows two legal opinions. One was obtained from Advocate Kennedy SC and another one was obtained from a legal firm Mazwai Attorneys. Okay.

The Mazwai Attorney opinion I think was received by – by McKinsey and the Kennedy opinion was received by Eskom. Okay.

So the Eskom opinion from Kennedy – from Advocate Kennedy Mr Chair indicated that he believed at the time that the Instruction Note may have been
20 applicable. But he also concedes that there is ambiguity as to whether it is applicable or not.

So I think he is advise was eventually yes you know engage with National Treasury to understand what the situation is.

By that time Mazwai had given an opinion and they

categorically said the – you do not need to get approval. Okay. So there was this ambiguity. So what then happened Mr Chair subsequent to receiving Kennedy's – Advocate Kennedy's opinion as well as Mazwai's opinion there was then in December if you recall Mr Mabelane issued the letter of acceptance to McKinsey and in there Mr Chair he – he actually states the nature of this issue and what Eskom's position was at the time in issuing this letter of acceptance.

10 And if you want to Mr Chair we can take you through it because I think it is important for you to understand the chronology of events in terms of what has transpired on this matter.

CHAIRPERSON: Do we have those legal opinions you are talking about in one of the bundles by any chance?

ADV SELEKA SC: I do not think we incorporated them in the bundles Chair.

CHAIRPERSON: Ja.

ADV SELEKA SC: But I know that they – I think they are
20 annexures or maybe they from the – what is it they call it the Record Bundle. In that High Court application and we can – we can have them.

CHAIRPERSON: Ja.

ADV SELEKA SC: They are available.

CHAIRPERSON: Ja.

ADV SELEKA SC: But just not incorporated in the bundles.

CHAIRPERSON: No, no that is fine, okay, alright. So they can be – one could see them.

ADV SELEKA SC: Yes.

CHAIRPERSON: At some stage.

ADV SELEKA SC: Yes Chair.

CHAIRPERSON: Okay alright. You – Mr Singh you were – you then wanted to – did you want to refer us to the letter
10 of acceptance?

MR SINGH: Yes Mr Chair I would have – I would have like to.

CHAIRPERSON: Yes.

MR SINGH: So maybe actually Mr Chair let us just use Mr Hadebe's affidavit if we then move to page 1199.

ADV SELEKA SC: Yes.

CHAIRPERSON: 1199 yes.

MR SINGH: Actually Mr Chair...

CHAIRPERSON: Does it quote the letter – 00:31:00 it
20 does.

MR SINGH: Oh.

CHAIRPERSON: 87.1.

MR SINGH: Mr Chair for – for convenience at this stage whatever it is worth paragraph 84 of Mr Hadebe's affidavit deals with Advocate Paul Kennedy SC's opinion and there

is a – they quote a relevant extract.

ADV SELEKA SC: Ja.

MR SINGH: If it – if it is helpful for you Sir.

CHAIRPERSON: Ja.

MR SINGH: Ja.

ADV SELEKA SC: Basically the opinions are conflicting
Chair.

CHAIRPERSON: Okay.

ADV SELEKA SC: Ja because one is for Eskom by one of
10 my colleagues and the other is McKinsey sourcing an
opinion from a law firm and they come to a different
conclusion.

CHAIRPERSON: Okay. Okay.

ADV SELEKA SC: Mr Singh for the purposes of the letter
of acceptance that is in Eskom Bundle 14.

MR SINGH: I was just going to use – I was just going to
use Mr Hadebe's affidavit.

ADV SELEKA SC: Will you use that?

MR SINGH: Yes because it is written – it is actually
20 quoted.

ADV SELEKA SC: Ja. But I think the Chairperson might
want to have sight of the letter.

CHAIRPERSON: Ja what is the page?

ADV SELEKA SC: Page 811.111 but now Chair that is a
different Eskom Bundle.

CHAIRPERSON: Oh.

ADV SELEKA SC: That is C.

CHAIRPERSON: Okay for what it is worth let me ...

ADV SELEKA SC: Ja that is...

CHAIRPERSON: Just have the acceptance letter.

ADV SELEKA SC: 811.111. And Chair as you look at it we did obtain the one – a copy signed by McKinsey.

CHAIRPERSON: Okay. Okay.

ADV SELEKA SC: Yes but the contents are the same.

10 **CHAIRPERSON:** I am not sure I understand the paragraph in the letter of acceptance.

ADV SELEKA SC: Indeed Chair.

CHAIRPERSON: That talks about a condition.

ADV SELEKA SC: Indeed.

CHAIRPERSON: It says:

“It is a condition of the acceptance that Eskom considered opinion of the National Treasury instruction will hold throughout the life of the contract.”

20 I do not know what Mr Mabelane was trying to say there.

ADV SELEKA SC: Yes a senior moment.

CHAIRPERSON: And then the next sentence says:

“In an unlikely eventuality that the said opinion is conclusively altered the parties hereby agree to review the contract

payment basis to affect the revised
opinion.”

I cannot make head or tail what he is trying to say.

MR SINGH: Mr Chair I also have not – as I said I was not
party to this.

CHAIRPERSON: Ja.

MR SINGH: I know nothing of this all I can say is this is
what the position was at the time.

CHAIRPERSON: Yes.

10 **MR SINGH**: So 00:35:34 December based on these two
documents.

CHAIRPERSON: But – but you have got to – how can you
say this is what the position was at the time if you do not
know what it says the position is?

MR SINGH: Well Mr Chair as I said I qualified by saying I
was not party to it but if you want me to give you my view I
will tell you what existed at the time.

CHAIRPERSON: Or what you understood it to be.

MR SINGH: Understood it.

20 **CHAIRPERSON**: Ja tell me what you understood to mean.

MR SINGH: Well Mr Chair at the time as I said I was not
party to it so I did not know what it meant.

CHAIRPERSON: Oh okay.

MR SINGH: Okay.

CHAIRPERSON: Okay well it does not help then.

ADV SELEKA SC: Ja.

CHAIRPERSON: Well I – I – maybe the – maybe he just formulated this paragraph inelegantly but I cannot tell what he is trying to say.

ADV SELEKA SC: Ja Chair I am not going to be able to help you because I am equally lost by that paragraph. But as I said yesterday Mr Koko cut a long story short.

CHAIRPERSON: Ja.

ADV SELEKA SC: Mr Singh.

10 **MR SINGH:** But Mr Chair before we go...

CHAIRPERSON: Hang on Mr Singh let Mr Seleka finish.

ADV SELEKA SC: Yes he cut a long story short and I think he appreciated the fact that the conclusion of this agreement required National Treasury approval.

CHAIRPERSON: Ja.

ADV SELEKA SC: And he did not have it and he said...

CHAIRPERSON: And that was it.

ADV SELEKA SC: He said so much here.

CHAIRPERSON: Ja.

20 **ADV SELEKA SC:** That is was wrong to conclude this agreement.

CHAIRPERSON: Ja.

ADV SELEKA SC: Ja.

MR SINGH: Who?

ADV SELEKA SC: Mr Koko.

MR SINGH: No that is fine but you asked me for my view so I am giving you my view Sir.

ADV SELEKA SC: No I know that but you do not have a view.

MR SINGH: No I have a view. I do not 00:36:41 I have a view. I am telling you my view. At the time Mr Chair.

CHAIRPERSON: You did not have a view then.

MR SINGH: No Sir.

CHAIRPERSON: But you have a view now.

10 **MR SINGH**: Based on the information that I see yes Mr Chair.

CHAIRPERSON: Ja is your view about what this paragraph means or is it something else?

MR SINGH: No Mr Chair I am taking you through the relevant information that existed and I am bringing you to a point that was one of the – that is one of the – how can I say? Pertinent facts that you were need to be aware of that existed at the time in that Mr Mabelane issued this letter with that condition.

20 **CHAIRPERSON**: What is that ja tell me?

MR SINGH: Mr Chair the paragraph you just read in the letter of acceptance. So if we then move on Mr Chair to ...

ADV SELEKA SC: Wait the Chair does not follow you. He is referring to the paragraph Chair which is – which you just read which we cannot understand.

CHAIRPERSON: Ja no I have read that paragraph I do not understand what it means.

ADV SELEKA SC: Yes.

CHAIRPERSON: I thought that you wanted to tell me what you think it means.

MR SINGH: Oh okay. So Mr Chair I can attempt to tell what I think it means now. If you look at – if we go back to 83.1 Mr Chair.

ADV SELEKA SC: 80?

10 **CHAIRPERSON:** What page?

MR SINGH: Page 1197.

CHAIRPERSON: 1197 of?

MR SINGH: The same.

ADV SELEKA SC: That is Bundle D, that is...

CHAIRPERSON: 14(d).

ADV SELEKA SC: 14(d) Chair.

CHAIRPERSON: Ja. That is of Eskom Bundle 14(d).

MR SINGH: D.

CHAIRPERSON: And page 1197.

20 **MR SINGH:** Yes.

ADV SELEKA SC: Yes.

CHAIRPERSON: Okay. Ja.

MR SINGH: So we are at paragraph 83 – 83 83.1

CHAIRPERSON: Ja.

MR SINGH: So there you see Mr Chair on – at paragraph

83 it says:

On 3 December Mr Benedict Piri McKinsey's associate general counsel who is their head of legal I would assume sent an email to Mr Govender of Eskom and the correspondent read as follows:

In essence they were seeking for Eskom to – appealing to Eskom's bravery and they also concede that this is a grey area in terms of the applicability of this Instruction Note and this is where I try and – Mr Chair refer
10 the commission to two different instructing documents.

So Mr Seleka refers to a Practice Note of 2013/2014 Instruction Note 1 am I correct? And if you then have regard for the – oh sorry I was still explaining why this thing was there. Sorry Chair.

So – so McKinsey also understands that this is a grey area Mr Chair. Now this is after they have obtained the Mazwai opinion. Okay that says the Instruction Note is now applicable. Okay.

CHAIRPERSON: But let us – let us try and shorten this if
20 we can. Is your position that you cannot say whether or not the conclusion of this agreement was legal – was legal or was lawful?

MR SINGH: Mr Chair.

CHAIRPERSON: Is that correct?

MR SINGH: Mr Chair is you give me three minutes of

maximum.

CHAIRPERSON: Ja.

MR SINGH: I will – I will try and conclude this matter.

CHAIRPERSON: Okay alright.

MR SINGH: Okay. So my first contention Mr Chair is that we are comparing two different Instruction Notes. 2003 Instruction Note 1 which is what Mr Hadebe and Mr Seleka relies on and to an extent now Mr Koko.

But if you move to – one second Mr Chair. If you
10 move to paragraph 90 of – so page 1202.

CHAIRPERSON: 90 you said.

MR SINGH: Paragraph 90.2 on page 1202.

CHAIRPERSON: I am sorry what paragraph?

MR SINGH: 90.2.

CHAIRPERSON: Okay I have got it.

MR SINGH: So you see there Mr Chair it says:

“On 4 February 2016 Mr 00:41:30
responded stating that.”

CHAIRPERSON: Yes.

20 **MR SINGH:** It says:

“Practice Note 3 of 2003 is still applicable until replaced with a new Instruction after the promulgation of new Treasury regulations. The retainer contingency principles are not clearly outlined in the

Practice Note. If you intend applying them you need to do some further work to ensure that they do not compromise the principles of 217 and other legislation.”

Now this is the email I was referring to earlier Mr Chair. And Mr Chitty Phango [?] Mr Chair albeit that Mr Hadebe basically down plays his capacity is the Chief Director in National Treasury responsible for governance and monitoring?

10 **CHAIRPERSON:** Well before you proceed you have the quotation in 90.2 what do you understand it to mean?

MR SINGH: Mr Chair firstly it tells us that there are two different documents that are actually being used. Mr Hadebe relies on Practice Note 1 of 2013. This basically refers to Practice Note 3 of 2003 and it says it is still applicable until replaced with a new instruction after promulgation of the new Treasury regulations.

CHAIRPERSON: The Practice Note 3 of 2003 is that the one that said – is that the one relating to the appointment
20 of consultants on a fee basis?

MR SINGH: So Mr Chair the Practice Note that Mr Hadebe and Mr Seleka relies on is Practice Note 1 of 2013/14 okay. This is Practice Note 3 of 2013 which obviously precedes this Instruction Note that they refer to. This says that 2003 Practice Note 2003 is still applicable and you can still

remunerate on a risk basis given you do some stuff.

So my first point is Mr Chair is that we are comparing two different how can I say – enabling or governing documents. So I am trying to say that at the date when all of this was transpiring *vis-a-vis* the actual agreement this is what National Treasury's view was at the time.

CHAIRPERSON: Yes but I go back to my question you remember you said in three minutes time you would have
10 made the point. Is your position that you are not able to say whether the conclusion of this agreement without the approvals in terms of the PFMA was lawful or not?

MR SINGH: Mr Chair in my view given this email from National Treasury I believe that Eskom had the required standing to enter into the applicable contract – on the applicable basis because it is clear that the Instruction Note is applicable and so replaced. And Mr Chair at the time Mr Chitty Phango [?] would have been fully aware of the Instruction Note that Mr Seleka refers to because he
20 was the – he would have been the person that issued the Instruction Note. It would not have come from anybody else.

CHAIRPERSON: So your position is that as far as you are concerned it was lawful it was proper?

MR SINGH: In terms – based on this email.

CHAIRPERSON: Based on this ja.

MR SINGH: Email from.

CHAIRPERSON: Okay alright. Mr Seleka.

ADV SELEKA SC: Thank you Chair. And what Mr Singh should have read to you Chair is the page before.

CHAIRPERSON: Ja.

ADV SELEKA SC: Which is page 1201 paragraph 90 because they seeking this thing after they have purported to conclude the agreement. Paragraph 90 say:

10 “After the Master Service Agreement was signed. And if you take the allegation that it was concluded in January 2016 Eskom made some attempt to engage with the National Treasury although no approval was ever secured.”

CHAIRPERSON: I am sorry you – did you say paragraph 90?

ADV SELEKA SC: 90 ja. 90.

CHAIRPERSON: Oh.

20 **ADV SELEKA SC:** Yes. Because Chair remember as you read.

CHAIRPERSON: Yes I think – I think you – the point you make.

ADV SELEKA SC: Yes.

CHAIRPERSON: When you refer to this may be saying but

here it is said that no approval was secured.

ADV SELEKA SC: Yes.

CHAIRPERSON: But I understand his point to be different.

ADV SELEKA SC: So – sorry Chair yes just before that.

That after they signed the agreement and I should add purported to conclude the agreement they then sought – they took this step.

CHAIRPERSON: Ja.

ADV SELEKA SC: But the contract requires them to do the
10 step before they conclude the agreement.

CHAIRPERSON: No I appreciate that.

ADV SELEKA SC: Okay.

CHAIRPERSON: I am saying my understanding of what Mr Singh's view is.

ADV SELEKA SC: Yes.

CHAIRPERSON: Is that he is saying you can say whatever you want to say about approvals.

ADV SELEKA SC: Yes.

CHAIRPERSON: Here is an email from Treasury –
20 National Treasury.

ADV SELEKA SC: Yes.

CHAIRPERSON: And his understanding of that email is the agreement could be concluded.

ADV SELEKA SC: Yes.

CHAIRPERSON: I think that is his point. So that he says

whoever sent the email would have known about whatever requirements.

ADV SELEKA SC: Yes.

CHAIRPERSON: Who sent the email.

ADV SELEKA SC: Yes.

CHAIRPERSON: As far as Mr Singh is concerned everything was proper then.

ADV SELEKA SC: No I understand his position.

MR SINGH: And Mr Chair in response to Mr Seleka I agree
10 with you Mr Chair in terms of your proposition.

CHAIRPERSON: Articulation of not my proposal.

MR SINGH: Oh sorry.

CHAIRPERSON: In terms of what you are saying.

MR SINGH: Yes in terms of what I am saying.

CHAIRPERSON: Ja.

MR SINGH: But in addition to that Mr Chair the reason for me to highlight to you the condition in the letter of acceptance is particularly for this reason.

CHAIRPERSON: Ja.

20 **MR SINGH:** It is because Eskom concluded the letter of acceptance with the view that National Treasury instruction note was not approved. The instruction note that Mr Hadebe and Mr Seleka relies on therefore that condition found its way there as ambiguous as it is. So that empowered them to sign on the basis that it was not

approved.

CHAIRPERSON: H'm.

MR SINGH: To confirm that it was not applicable, they then engaged with Treasury, through this process that resulted in Mr Chevy Mfango's response.

CHAIRPERSON: H'm.

MR SINGH: And that is the position I take relating to this point.

CHAIRPERSON: Ja, okay.

10 **ADV SELEKA SC:** Ja.

CHAIRPERSON: Mr Seleka.

ADV SELEKA SC: Okay we can move on. That is Eskom. Mr Radebe's position is Eskom's position.

MR SINGH: Well, Mr Chair, I was at Eskom at the time as well, at some point as well.

ADV SELEKA SC: Ja, but we take note of the fact that you are relying ...[intervenes]

MR SINGH: So give me a contract and I will go back to Eskom and then I will you my official position.

20 **ADV SELEKA SC:** Say again? [laughs]

MR SINGH: [No audible reply]

CHAIRPERSON: What, you want to go back to Eskom or what? [laughs]

MR SINGH: I was just saying to you, if I go back to Eskom then I can give you an official position as well.

ADV SELEKA SC: [laughs]

CHAIRPERSON: [laughs]

ADV SELEKA SC: Ja. Well... Yes. Now, Mr Singh what you have said to the Chairperson, that you did not know these things at the time. You are relying on them now when – as you see them.

MR SINGH: But you are now asking me a question and I am responding to you.

ADV SELEKA SC: Ja. Why did you terminate this
10 agreement, by the way?

MR SINGH: Sorry, sir?

ADV SELEKA SC: The MSA, why did you terminate it? The MSA was meant to be three years. Ms Goodson, when she starts at Trillian, she is told by Mr Angel, Clive Angel ...[intervenes]

MR SINGH: Again, I was not – I was having a sip of water. So can you repeat?

ADV SELEKA SC: Okay. I was asking you. Why did you terminate this MSA, by the way? Because it was meant to
20 be for three years. You terminated it hardly six months into it. It was meant to be for three years. Ms Goodson said ...[intervenes]

CHAIRPERSON: Is that hardly six months from January 2016 or from – or October 2016 or from June 2016?

ADV SELEKA SC: That is correct, Chair. That is – because Mr Singh's version has changed. You know it has evolved over time, Mr Singh? Your affidavit says January 2016, is the conclusion. Yesterday, you were adamant it is 31 March 2016, the conclusion. I do not know on what basis. And then we have mister – Dr Weiss saying he only signed in October 2016. But assuming this contract was in place and you purport to terminate it in June 2016. Why did you terminate it?

10 **MR SINGH:** [No audible reply]

ADV SELEKA SC: Yes?

MR SINGH: Ja.

CHAIRPERSON: Yes?

MR SINGH: Well, Mr Chair, firstly ...[intervenes]

CHAIRPERSON: Let me just understand. Where you say why did you terminate, is that you as in Mr Singh or you as in Eskom?

ADV SELEKA SC: Well, I think maybe ...[intervenes]

CHAIRPERSON: He ...[intervenes]

20 **MR SINGH:** No ...[intervenes]

CHAIRPERSON: He will clarify. Okay. Mr Singh ...[intervenes]

ADV SELEKA SC: Let him clarify, Chair.

MR SINGH: [laughs]

CHAIRPERSON: Let your answer, will clarify. We will see

whether you say why you are asking me. I did not terminate anything. Or whether you say, yes, I terminated.

ADV SELEKA SC: I think Mr Singh knows.

CHAIRPERSON: Mr Singh.

ADV SELEKA SC: They made a submission to the BTC with reasons to terminate.

CHAIRPERSON: H'm.

ADV SELEKA SC: So he – the case that you know, Mr Singh.

10 **MR SINGH:** So, hence I was going to clarify that.

ADV SELEKA SC: Ja.

MR SINGH: It is the – technically incorrect to say that I did not terminate.

CHAIRPERSON: You did not?

MR SINGH: I did not terminate the agreement.

CHAIRPERSON: Not terminate the agreement?

MR SINGH: Ja.

CHAIRPERSON: Ja.

20 **MR SINGH:** I was not the delegated authority to terminate the agreement.

CHAIRPERSON: H'm.

MR SINGH: The original decision to enter into the agreement was taken by the board and the committee.

CHAIRPERSON: H'm.

MR SINGH: So the decision to terminate or otherwise,

was sent back to the board... and the Board Tender Committee made a conclusion.

CHAIRPERSON: H'm.

MR SINGH: Mr Chair, I think first. Before we go there. I want to clarify that I am not too sure that Mr Seleka gets the changing of my version.

CHAIRPERSON: Your voice goes down.

MR SINGH: I am saying, I want to clarify that I am not too sure where Mr Seleka finds that my versions have been
10 changed.

ADV SELEKA SC: Oh.

MR SINGH: Because if you go ...[intervenes]

CHAIRPERSON: But he said your affidavit said the contract was concluded in January. And then he said, yesterday you said it was, what, 31 March? That is what – how he sought to back up what you are saying.

MR SINGH: Yes.

ADV VAN DEN HEERDEN: Chairperson, I am sorry to interrupt.

20 **CHAIRPERSON**: H'm?

ADV VAN DEN HEERDEN: This is not what Mr Singh said yesterday. He never stated categorically that it was terminated by the 31st of March but to put that proposition ...[intervenes]

CHAIRPERSON: Not terminated, concluded.

ADV VAN DEN HEERDEN: Or concluded. He never said that.

CHAIRPERSON: H'm?

ADV SELEKA SC: Oh.

ADV VAN DEN HEERDEN: It is not what he said.

ADV SELEKA SC: But ...[intervenes]

ADV VAN DEN HEERDEN: And my learned friend should refrain from putting statements to him that is incorrect.

CHAIRPERSON: Well, Mr Singh can correct him.

10 **ADV SELEKA SC:** Yes.

CHAIRPERSON: He can say but I did not say that. That will be ...[intervenes]

MR SINGH: That is why I am saying Mr Chair.

CHAIRPERSON: Yes, you did not say that.

MR SINGH: I did not say that and he knows that. I said in these Steering Committee meeting of... I think it was the second Steering Committee. I think there was a slight... at that step(?) by the 31st of March any contract should be concluded, the contract should be signed. So I
20 said between 31 March and 28 June, at some point in time, this contract was then signed based on the Eskom version of the facts that were there.

CHAIRPERSON: Of course, Mr Singh, you have to tell the truth whatever the truth is, okay?

MR SINGH: [No audible reply]

CHAIRPERSON: If you are able to say if having initially said in your affidavit the contract was concluded in January 2016 and later on you said it was concluded in – on the 31st of March 2016. If that is what you said that version might look in a certain way. The version you are putting now is – or the version now seems to be: Yes, in the affidavit I said it was concluded in January 2016 but right now I do not know exactly when it was concluded. Somewhere between the beginning of 2016 and mid-2016.

10 **MR SINGH:** Somewhere there. Am I right?

MR SINGH: Well, Chairman, I have a problem with that.

CHAIRPERSON: Yes.

MR SINGH: When I give a – when I am requested to comment on a document and they say here is the document, what do you have to say about it? So I tell him, based on what I know.

CHAIRPERSON: No, no I accept that ...[intervenes]

MR SINGH: No, let me finish Chair.

CHAIRPERSON: Yes?

20 **MR SINGH:** Then I get Dr Weiss that comes in December that says, no, this thing was now ...[intervenes]

CHAIRPERSON: In October.

MR SINGH: ...in October.

CHAIRPERSON: H'm.

MR SINGH: Now I never knew that before that, as I

testified. The first time that I came to know that this contract was not signed at any point was when they...

CHAIRPERSON: H'm. Ja. Well, ...[intervenes]

MR SINGH: So when – and even when I come here, I said to – I say to you the first things. These are not things that were in my – they were to within my personal knowledge.

CHAIRPERSON: H'm, h'm.

MR SINGH: However, if you want me to go to them, I will go to them with the information that I have before me
10 based on what I have seen thus far.

CHAIRPERSON: H'm, h'm.

MR SINGH: If you bring another piece of information to me tomorrow ...[intervenes]

CHAIRPERSON: Ja, it might change.

MR SINGH: ...indicating otherwise.

CHAIRPERSON: Ja.

MR SINGH: I concede to the position that I have.

CHAIRPERSON: No, I ...[intervenes]

MR SINGH: So it is not evolving on the basis that I am
20 being ...[intervenes]

CHAIRPERSON: It is changing information.

MR SINGH: It is changing information.

CHAIRPERSON: Yes. Okay.

ADV SELEKA SC: Thank you, Chair. I do not need to belabour the point but Mr Singh you do not need the

version of Dr Weiss to tell the Chairperson when your, according to your knowledge, the agreement was concluded because even with Dr Weiss' affidavit you have said it was signed in January 2016. Yesterday you said, because of Dr Weiss' letter of 28 June, then this agreement must have been signed between March and June 2016.

MR SINGH: But Mr Chair, again, it is coming back to this point of what information. As I said to you. When I came
10 in – the first time I came here and I was presented with this. I think Mr Seleka asked me: When was this thing signed?

ADV SELEKA SC: H'm.

MR SINGH: Right. And I said I do not know when it this thing... It was the first time that I heard of the fact that this thing was not signed, was when Dr Weiss was testifying.

CHAIRPERSON: Well ...[intervenes]

MR SINGH: So I ...[intervenes]

20 **CHAIRPERSON**: Well, is not it a fair point to make, Mr Singh, the one I think you made yesterday that you have personal knowledge of Mr Mabelane signed.

MR SINGH: That is fair.

CHAIRPERSON: Ja. So you have to look at what information is placed there. You were not there when he

signed. So you cannot say that is the date that he signed.

MR SINGH: And hence, Mr Chair, I take exception to the fact that Seleka says my version is constantly changing.

CHAIRPERSON: Ja.

MR SINGH: My version is not constantly changing because of the information that is placed before me.

CHAIRPERSON: Ja. Well, the information changes, you look at it and say it would affect what you say.

MR SINGH: Yes.

10 **CHAIRPERSON**: Ja.

MR SINGH: I mean, otherwise, I am going to sit here and I am going to say to you: Oh, no it is still signed in January.

CHAIRPERSON: H'm.

MR SINGH: Yet there is a letter that says it still in draft(?).

CHAIRPERSON: No, no. I think Mr Singh, the important thing is. You did say you have no personal knowledge when it was signed. So the person who can tell us when
20 actually it is signed is Mr Mabelane.

MR SINGH: That is correct.

CHAIRPERSON: And Dr Weiss has said in his affidavit when he signed.

MR SINGH: Ja.

CHAIRPERSON: We do not have an affidavit from

Mr Mabelane, Mr Seleka?

ADV SELEKA SC: We have one of his ...[intervenes]

CHAIRPERSON: Or when he signed.

ADV SELEKA SC: No, we are getting one from him Chair.

CHAIRPERSON: Ja.

ADV SELEKA SC: There is one. There is one on the issues but he does not ...[intervenes]

CHAIRPERSON: Deal with that.

ADV SELEKA SC: ...deal with this particular issue.

10 **CHAIRPERSON:** Ja.

ADV SELEKA SC: So we have approached him to address this issue and ...[intervenes]

CHAIRPERSON: Ja, ja. Okay alright. No, that is fine. I think let us move on.

ADV SELEKA SC: Ja. Thank you. Mr Singh, you did not mention the reasons why the termination was made.

MR SINGH: Well, Mr Chair, in the- I think it was the third BTC, Steering Committee meeting relating to the master service agreement, as I said yesterday. It was a closed
20 session that was called.

CHAIRPERSON: Sorry, it is your voice again.

MR SINGH: There was a closed session that was called to discuss the issue of the MSA. And they were the issues relating to the letter that we have discussed yesterday, the 19th of February letter, that we were still... And at that

stage, there were also – that coincided with that Mr Chair, there was a significant amount of focus that National Treasury had started placing on what they called Sole Source Contract.

And Sole Source basically means contract that are placed without an... And there was additional guidance, there was additional reporting requirements, there was additional practise to be considered and so on. So with all of those matters – even, Mr Chair, the issue of
 10 the contract value at that stage, also became a little bit more apparent because being a risk place contract I do not think this contract actually had a value that anyone understood.

And I think Ms ...[indistinct] or Mosilo(?), I think eluded to the fact that there was this contract as big as ten billion or twelve billion or whatever the... So all of those factors, Mr Chair ...[intervenes]

ADV SELEKA SC: It ultimately became one point six billion.

20 **MR SINGH:** Sorry?

ADV SELEKA SC: It ultimately became one point six billion.

MR SINGH: No, no. Mr Chair, what I am talking about is the potential had it lasted three years would have basically gone to at least ten or twelve billion in terms of the – this

sharing model and obviously if the benefits had been... Given all of these changes, as well as I think Mr Mabelane at the time, added an additional concern that was raised by the external auditors relating to the - I think it was the Corporate Plan contract or even this contract. I am not – I think it may have been referring to this contract.

That they had raised concerns regarding the validity of the fund(?) in terms of it potentially being considered irregular expenditure. So all of those issues
10 and more particularly, I think, the concerns raised by the external auditors were factored into the decision. And the recommendation was made to the Board Tender Committee to consider it...

CHAIRPERSON: Well, that was a long answer. Is it not possible for you to say the reasons why the contract was terminated were A, B, C?

MR SINGH: Okay, Mr Chair, it was A, the issue of the 19th of February letter that was discussed.

CHAIRPERSON: Hang on. What about it? That there
20 have been no compliance or what?

MR SINGH: Mr Chair, there as – as I said yesterday – there was pretty much compliance ...[intervenes]

CHAIRPERSON: Ja.

MR SINGH: ...in the terms of the way they had responded to the letter.

CHAIRPERSON: H'm?

MR SINGH: But I do not think it ...[intervenes]

CHAIRPERSON: You say they did not comply completely at some stage, you said so?

MR SINGH: Ja. I think, Mr Chair, it was more around the substance of the whole programme because when I received this Steering Committee mandate, the concerns relating to the 19th of February letter, it was relating to the programme that I... in terms of the Steer Co.

10 **CHAIRPERSON:** Maybe let me ask the question this way so that we can eliminate some things. Was any of the reasons, assumingly there were two or more reasons.

MR SINGH: H'm.

CHAIRPERSON: Assuming – ja, assuming there were two or more reasons for the termination. Was there any reason that was based – that related to what McKinsey had done wrong?

MR SINGH: No.

CHAIRPERSON: Nothing?

20 **MR SINGH:** No.

CHAIRPERSON: It was just Eskom's own decision based on certain reasons?

MR SINGH: Yes.

CHAIRPERSON: Okay what were they?

MR SINGH: So, basically, Mr Chair, if we put them in

order of importance.

CHAIRPERSON: Ja?

MR SINGH: The first one was the external auditor's view?

CHAIRPERSON: H'm?

MR SINGH: The external auditor's view ...[intervenes]

CHAIRPERSON: Ja.

MR SINGH: ...on the contract itself.

CHAIRPERSON: On the programme?

MR SINGH: On the programme.

10 **CHAIRPERSON**: Ja.

MR SINGH: In terms of the contract.

CHAIRPERSON: Yes.

MR SINGH: And its validity and so on because if they had an issue with it Mr Chair, it would ultimately reflect as irregular expenditure in terms of the...

CHAIRPERSON: Okay the external auditors had a view which indicated that there was a risk.

MR SINGH: Yes.

CHAIRPERSON: They would flag it irregularity.

20 **MR SINGH**: Irregular expenditure.

CHAIRPERSON: Irregular... Ja, okay. That was one.

MR SINGH: That was one. And that flowed, Mr Chair, from the increased focus that National Treasury was placing on... contract.

CHAIRPERSON: Okay.

MR SINGH: Right. Which either – so they were doing it in two ways.

CHAIRPERSON: H'm?

MR SINGH: They were doing it, firstly, in terms of swindling(?) the processes and procedures and grounds on which you could actually do sole sources into the future.

CHAIRPERSON: Yes. But National Treasury was questioning whether there was justification for concluding this contract on a sole source basis.

10 **MR SINGH**: No, particularly this one Mr Chair.

CHAIRPERSON: Oh, just ...[intervenes]

MR SINGH: They were issuing guidance and directives(?) ...[intervenes]

CHAIRPERSON: In general?

MR SINGH: In general.

CHAIRPERSON: Okay.

MR SINGH: That was both backward looking and forward looking. So the forward looking stuff was to say: Listen, we want to strengthen these sole source thing because we
20 think it is an area that is being abused. For now instead of just complying with two requirements, we now need to comply with ten. Okay.

And the backward looking stuff was to say: Listen, we may understand that you have entered into contracts before on sole source basis. Can you give us a

report on these – on a periodic basis? So it was another level of monitoring that was now happening. So those two were the primary reasons.

CHAIRPERSON: Reasons. Okay.

MR SINGH: But the ...[intervenes]

CHAIRPERSON: That is the risk that the external auditors could flag it as an irregular expenditure.

MR SINGH: Irregular expenditure.

CHAIRPERSON: Two. That the requirements faced by
10 National Treasury on the use of sole source contracts.

MR SINGH: Contracts.

CHAIRPERSON: Both in terms of forward looking
...[intervenes]

MR SINGH: As well as ...[intervenes]

CHAIRPERSON: ...the kinds of things that they wanted Eskom to ...[intervenes]

MR SINGH: Comply with.

CHAIRPERSON: ...comply with and as far as backward looking, as far as things ...[intervenes]

20 **MR SINGH**: Monitor ...[intervenes]

CHAIRPERSON: ...that they wanted to get reports on.

MR SINGH: Yes.

CHAIRPERSON: Ja, okay alright. Mister ...[intervenes]

MR SINGH: And then ...[intervenes]

CHAIRPERSON: H'm?

MR SINGH: And then, Mr Chair, obviously the value of the contract.

CHAIRPERSON: Yes.

MR SINGH: Given those two issues.

CHAIRPERSON: Yes.

MR SINGH: Also became a problem.

CHAIRPERSON: Okay. At that stage, was the value known?

MR SINGH: Well, Mr Chair, given these ...[intervenes]

10 **CHAIRPERSON**: Requirements.

MR SINGH: ...these developments, then we then had to have an answer in terms of what was this value. Or certainly, I did not know the value then(?).

CHAIRPERSON: H'm?

MR SINGH: So then the value was then – then we have – then a calculation was done and then I had an understanding what the value was.

CHAIRPERSON: H'm?

20 **MR SINGH**: And it was in the region of the ten or twelve billion that has already been ...[intervenes]

CHAIRPERSON: Over three years?

MR SINGH: Over the three year period.

CHAIRPERSON: Yes.

MR SINGH: Even that value with the two initial concerns that I raised because a bit concerning that we were now

entering into this type of contract ...[intervenes]

CHAIRPERSON: H'm?

MR SINGH: ...those – with significant exposure, given the reporting requirements and the potential irregular expenditure that this thing could lead to.

CHAIRPERSON: H'm.

MR SINGH: So those were the primary and as a last one, okay, I think we then discussed the issue of the responses that McKinsey had given us but not in the context of
10 whether McKinsey complied or not. Because as I said yesterday. In principle they complied with all.

CHAIRPERSON: H'm?

MR SINGH: They said yes to everything. Right.

CHAIRPERSON: H'm.

MR SINGH: The discussion was more around, how do we actually – if we have an objective of the 18 top engineers and if we have an objective of the 18 empowering consulting or empowered consulting companies, what is the best way to do that? Is it actually to do, you know, a
20 massive contract with one company?

Or is better to actually give it to a number of – select five or six or seven or whatever the number is. And then try and, you know, get a broader based type of implementation plan for economic empowerment rather than having, let us say, one.

So that was more – the decision – the discussion surrounded more the – how can I say – not the – as I said, it was not about McKinsey whether they complied or not. It was more about, how does Eskom actually see it actually playing a role in achieving those... whether it be through one big bang approach or whether it be through smaller initiatives.

CHAIRPERSON: But as with regard to compliance, while on the one hand, you did say yesterday by virtue of
10 McKinsey's response to your letter of the 19th of February.

MR SINGH: Yes, sir.

CHAIRPERSON: You took the view or Eskom took the view that they were complying or they had complied but you did say that later you were not satisfied or Eskom was not satisfied about at least one requirement if I am not mistaken.

MR SINGH: No, no Mr Chair. My feedback to the Commission.

CHAIRPERSON: H'm?

20 **MR SINGH:** In principle they had complied in a response to the letter.

CHAIRPERSON: Ja.

MR SINGH: But at the subsequent Steer Co we had a discussion relating to the letter.

CHAIRPERSON: Yes.

MR SINGH: And the elements of the letter.

CHAIRPERSON: Yes.

MR SINGH: Which is ...[intervenes]

CHAIRPERSON: Elements of their response
...[intervenes]

MR SINGH: My ...[intervenes]

CHAIRPERSON: ...of your ...[intervenes]

MR SINGH: No, their response.

CHAIRPERSON: Yes.

10 **MR SINGH:** And this is the meeting that I was referring
to.

CHAIRPERSON: Yes.

MR SINGH: Where we discussed the broader aspects of
how implementation of a programme of this nature could be
considered.

CHAIRPERSON: Yes.

MR SINGH: Given the current environment we are finding
ourselves in.

CHAIRPERSON: Yes.

20 **MR SINGH:** So that was discussed, not the actual
compliance or non-compliance of the issues that were
listed.

CHAIRPERSON: Ja, ja.

MR SINGH: Mr Seleka raised the point that because the
BEE questioned of my letter ...[intervenes]

CHAIRPERSON: Had not been finalised.

MR SINGH: ...had not been finalised.

CHAIRPERSON: Yes.

MR SINGH: He then says that could never been valid(?).

CHAIRPERSON: Yes. But I thought you agreed, at some stage with him, that that part, namely the issue of SDL ...[intervenes]

MR SINGH: Yes, sir.

CHAIRPERSON: Because McKinsey never concluded any
10 agreement with a subcontractor in terms of SDL and there was no compliance in that regard. But you were saying when Mr Mabelane signed, you do not know what discussion may have arisen with regard to that.

MR SINGH: Yes, yes.

CHAIRPERSON: Which may have led to him to sign.

MR SINGH: Yes.

CHAIRPERSON: But you had no personal knowledge, yourself, that the SDL requirement was met.

MR SINGH: No.

20 **CHAIRPERSON:** Ja.

ADV SELEKA SC: Chair, that is correct.

CHAIRPERSON: Yes?

ADV SELEKA SC: But the Chairperson is also correct in regard to the part which is, even after they had sent you a response to you, Mr Singh, later you met with the Steering

Committee and you were not satisfied that they have met all your requests. You did say that yesterday.

MR SINGH: Mr Chair, let us understand this.

CHAIRPERSON: H'm?

MR SINGH: The issue of the 19th... As you said yesterday, the 19th of February letter is going to be...

CHAIRPERSON: [laughs]

MR SINGH: I understand Mr Seleka's point of view in terms of focussing on the 19th of February letter but
10 Mr Chair, again, it is a point that the Board Tender Committee delegated to the Group Executive Technology and Commercial ...[intervenes]

ADV SELEKA SC: No, but Chair. Can I ask Mr Singh ...[intervenes]

MR SINGH: No, no, no. Let me ...[intervenes]

ADV SELEKA SC: Mr Singh.

CHAIRPERSON: Hang on Mr Singh.

ADV SELEKA SC: Yes.

CHAIRPERSON: Let me... Mr Seleka thinks you might
20 not be going towards responding to his question.

ADV SELEKA SC: Yes. Now I ...[intervenes]

CHAIRPERSON: He just wants us to understand. Yes, Mr Seleka.

ADV SELEKA SC: Chairperson, we have put to Mr Singh what we remember he said yesterday.

CHAIRPERSON: Yes.

ADV SELEKA SC: He needs to say: Yes, that is what I said or that is not what I said.

CHAIRPERSON: Yes. Okay.

ADV SELEKA SC: Yes.

CHAIRPERSON: Okay do you want to repeat the question maybe.

MR SINGH: That is not what I said.

ADV VAN DEN HEERDEN: Chairperson ...[intervenes]

10 **CHAIRPERSON:** Hang on a second. Just repeat the question and then you answer Mr Singh.

ADV SELEKA SC: Yes. What we remember Mr Singh is saying is that they did respond to him. He wrote the letter with those bullet points that the signing of the proposed agreement is contingent upon the successful response to this. They responded. And you said, however, after the response, you had a Steering Committee and you were not satisfied that they have successfully satisfied all your requests. That is what you said.

20 And then I said: Well, that is the one part, Mr Singh. The last part is what the Chairperson said to you. Then I went further to say: I can even tell you there is one in particular which was not satisfied and that was the SDL.

MR SINGH: Mr Chair, that is not what I am saying.

CHAIRPERSON: Hang on, Mr Singh.

MR SINGH: Yes.

CHAIRPERSON: You said your question is – seeks to get confirmation from him or agreement whether he said something or not. What is that you want ...[intervenes]

ADV SELEKA SC: Correct. Which is, Chair, that even after they had received the responses from McKinsey in a subsequent meeting of the Steering Committee, the Steering Committee was not completely satisfied that they have answered all the requests.

10 **CHAIRPERSON:** Did you say that yesterday, Mr Singh?

MR SINGH: Well, Mr Chair, I would ask Mr Seleka to clarify what he is actually asking. In what he asked me a few minutes ago and what he is asking me now, there is a difference.

CHAIRPERSON: No, no. Just focus on the last one.

ADV SELEKA SC: Yes.

CHAIRPERSON: He says he understood you to say yesterday. Although when you had looked at McKinsey's response to your letter, you had thought that McKinsey had
20 satisfied the requirements.

MR SINGH: Yes, sir.

CHAIRPERSON: Subsequently, in a meeting – I think you said ...[intervenes]

MR SINGH: The Steering Committee.

CHAIRPERSON: In a subsequent meeting of the Steering

Committee, the matter was discussed and you, that is the committee, I think ...[intervenes]

ADV SELEKA SC: Yes.

CHAIRPERSON: ...was not satisfied that McKinsey had not satisfied all the requirements. So he wants you to confirm whether his recollection of what you said is correct or not.

ADV SELEKA SC: Yes.

MR SINGH: It is correct to the extent that I was clarifying
10 yesterday even the context within which this Steering Committee discussion was happening. And I have clarified that because you have allowed me an opportunity to clarify that.

CHAIRPERSON: No, no. That is fine. At least that is clarified, ja.

ADV SELEKA SC: Yes.

CHAIRPERSON: Okay.

ADV SELEKA SC: Thank you.

CHAIRPERSON: Okay let us take the ...[intervenes]

20 **ADV SELEKA SC:** Shall we take the ...[intervenes]

CHAIRPERSON: ...tea-break. I do not know whether the pace is fine. I have a feeling the pace is not as good as it should be but you know that better because you ...[intervenes]

ADV SELEKA SC: Yes.

CHAIRPERSON: ...in terms of what still needs to be dealt with in terms of Tegeta.

ADV SELEKA SC: Yes.

CHAIRPERSON: But ...[intervenes]

ADV SELEKA SC: Yes, Chair.

CHAIRPERSON: ...in the end, we seek to strike a balance between doing justice to the issues and not being too slow.

ADV SELEKA SC: Yes.

CHAIRPERSON: So ...[intervenes]

10 **ADV SELEKA SC:** I ...[intervenes]

CHAIRPERSON: But let us take the tea-break and then when we resume ...[intervenes]

ADV SELEKA SC: Ja.

CHAIRPERSON: ...if there is something to finalise on the MSA, do so but we need to get to Tegeta as soon as possible.

ADV SELEKA SC: Thank you, Chair.

CHAIRPERSON: Okay we – it is twenty past. We will take the tea adjournment. We will resume at twenty-five to
20 twelve.

ADV SELEKA SC: Thank you.

CHAIRPERSON: We adjourn.

INQUIRY ADJOURNS

INQUIRY RESUMES

CHAIRPERSON: Okay let us continue.

ADV SELEKA SC: Thank you, Chairperson. Mr Singh, let me – time is the enemy at this stage. I think we are enjoying your evidence but we will have to approach it differently. So the termination is done on 16 June – by letter dated 16 June 2016 for the reason that you have articulated.

Those reasons, Chairperson, are found in the minutes. Well, not the extent you have mentioned them. The minutes of Steer Co you have mentioned but also in
10 the submission that was made to the BTC. Those are in the bundle, Chair.

Can you explain to the Chairperson, Mr Singh? After the termination in June, there were – there was a meeting with – the meeting of the Steer Committee, at least in August 2016 which still included Trillian and McKinsey. What was the reason for that further engagement with them?

MR SINGH: I have lost you at the last bit?

ADV SELEKA SC: What was the reason for further
20 engaging with Trillian and McKinsey after the termination of the MSA or the purported termination on the 16th of June 2016?

MR SINGH: Mr Chair, the – once the termination was communicated to McKinsey, there was an understanding that – or not an understand, an agreement – that it would

make logical sense for the programmes to reach a logical end point on our programme's initiatives within the programme to reach a logical conclusion, if you can call it that, that were already in progress.

So that – they ...[intervenes]

CHAIRPERSON: So in other words, there was an agreement that certain work that was in progress should be finalised?

MR SINGH: Would be finalised and no new initiatives
10 would be undertaken.

CHAIRPERSON: Yes, ja, okay.

MR SINGH: And I think that date, I think, Mr Chair, was around somewhere in July/August if I am not mistaken.

ADV SELEKA SC: H'm. Ja, the last meeting as we have it, is the 4th of August 2016. Okay. When Ms Matshepo was here, she testified that when McKinsey decided to terminate further discussion with Trillian for the purposes of considering them as a subcontractor in respect of the MSA, you were unhappy with that termination and you
20 asked them to give – you asked McKinsey to give Trillian more time to provide them with documentation that was required in regard to BEE and ownership of the entity but McKinsey was steadfast in their position. What is your comment in regard to her version that you were unhappy with that decision?

MR SINGH: Mr Chair, I – as I testified before. I think, Mr Chair, the choice of a sub-contractor relates is – is the prerogative of the main contractor. Eskom is a recipient of that outcome. I do not recall being unhappy with McKinsey's view as Dr Weiss has testified. We requested that they provide us alternatives in terms of being able to onboard a new supplier [indistinct] ...[intervenes]

ADV SELEKA SC: Face the Chairperson. Ja. Did you hear, Chair?

10 **CHAIRPERSON:** I did, ja.

MR SINGH: Sorry, Mr Chair.

ADV SELEKA SC: No, that is fine. Recall again that your – that letter of the 19 February specifically mentioned the BEE partner (Regiments Group) and in response to that letter Trillian – McKinsey rather, sorry, indicated that they will not subcontract with Regiments but they will consider Trillian which was at the time under review. Is there reason why – well, I know you dealt with – I think you were explaining the reason why you specified Regiments
20 yesterday, is that right?

MR SINGH: Mr Chair, I do not know. I was not trying to specify, all I was trying to do yesterday was to reference to the fact that the opening paragraph refers to the Regiments Group and then the second sentence in the paragraph relates to incorporating or ultimately moving

over to Trillian.

ADV SELEKA SC: Yes but not those paragraphs, I am talking about your requests to Trillian – I mean, to McKinsey. Number 4 was about the development of a BEE partner (Regiments Group) as regards the visions, aspirations, yes. Do you remember that?

MR SINGH: Yes, that is my – I am responding to that.

ADV SELEKA SC: Okay.

MR SINGH: I am saying I cannot remember why
10 Regiments Group was put into paragraph 4 specifically.

ADV SELEKA SC: Oh, you cannot remember, okay.

MR SINGH: But I did comment on the fact that the opening paragraph, the first two sentences of the opening paragraphs of the letter refers to Regiments Group and then ultimately transition to Trillian. I think that is what the letter says.

ADV SELEKA SC: Yes, correct, the opening statement. I am just dealing with a slightly different matter and let me go further on that because when I read the affidavit of Dr
20 Weiss and Mr Amankwah, I see something to the effect – and I want you to comment on that, that you would have been the one who introduced or suggested to McKinsey to subcontract Regiments firstly when you were at Transnet and secondly when they were at Eskom. I am going to read that to you, you can go to – Chair, we can go to the

affidavit of firstly Mr Amankwah, Eskom bundle 14(C) page 702.10. Assist Mr Singh there?

CHAIRPERSON: What is the page?

ADV SELEKA SC: 702.210.

CHAIRPERSON: 702.210.

ADV SELEKA SC: Correct, Chair. Paragraph 19.1.

MR SINGH: 19.1?

ADV SELEKA SC: Yes. Do you have it there, Mr Singh?

MR SINGH: Sorry, I do.

10 **ADV SELEKA SC:** 19.1, Mr Amankwah:

“When the above ascribed issues and conflict developed with Letsema...”

Are you there?

“...McKinsey began looking for a new supply development partner for its work at Transnet. In discussing potential alternatives to Letsema, Mr Singh of Transnet noted the fact that Regiments had performed well for Transnet in past work that Regiments had done for Transnet treasury function.

20 Regiments’ prior work with Transnet was documented at the time in the company profile that was given to McKinsey as well as in proposals submitted by McKinsey and Regiments to Transnet.”

Do you have a comment on this, Mr Singh?

MR SINGH: Sorry, Chair.

ADV SELEKA SC: Do you have a comment on this?

MR SINGH: Yes, Mr Chair, I am just trying to think what is the best way to respond to this statement. Mr Chair, Mr Amankwah's version of events is very far from reality as I had no such interactions with suggesting Regiments as a subcontractor to McKinsey at any time.

ADV SELEKA SC: Okay.

MR SINGH: Actually to be quite honest, Mr Chair, the transcripts of Dr Fine goes into great detail as to how
10 Regiments actually ended up being a subcontractor of McKinsey and if you want to go there, we can go there, I think we should got there.

ADV SELEKA SC: No, it is fine, that is your response.

MR SINGH: No, I think I am going to go there because this is an issue ...[intervenes]

ADV SELEKA SC: To Dr Fine's transcripts?

MR SINGH: Or his affidavit because I am sure he is covering it in his affidavit as well.

ADV SELEKA SC: Oh, we do not have it here.

20 **MR SINGH:** Mr Chair, this is ...[intervenes]

CHAIRPERSON: What did you say Dr Fine's affidavit or evidence says?

MR SINGH: Mr Chair, Dr Fine basically goes through a process of explaining how Regiments was introduced to ...[intervenes]

CHAIRPERSON: Eskom.

MR SINGH: No.

CHAIRPERSON: McKinsey.

MR SINGH: To McKinsey.

CHAIRPERSON: Ja.

MR SINGH: Because Mr Amankwah's allegation is that I suggested to McKinsey that they should use Regiments.

CHAIRPERSON: Yes, okay.

MR SINGH: Okay? So firstly I am saying Mr Amankwah's
10 allegation is not based in fact, he does not support this allegation with any piece of paper.

Secondly I am saying that both Dr Fine and Dr Weiss go through some level of detail in terms of how Regiments became a subcontractor of ...[intervenes]

CHAIRPERSON: I think I have seen something along those lines.

MR SINGH: Yes.

CHAIRPERSON: In one of the affidavits.

MR SINGH: Yes.

20 **CHAIRPERSON:** Yes.

MR SINGH: It was part of the money stream – Dr Weiss, Dr Fine and Mieszala were on the same day.

CHAIRPERSON: Ja. Dr Weiss' affidavit we have.

ADV SELEKA SC: Yes.

CHAIRPERSON: We had it yesterday.

ADV SELEKA SC: Yes, we did have it, Chair.

CHAIRPERSON: Ja.

ADV SELEKA SC: I also have a...

CHAIRPERSON: Ja, can we go to where he had done so?
Can we go where Dr Weiss gives a background of how
Regiments was introduced to McKinsey.

ADV SELEKA SC: Yes.

CHAIRPERSON: If everyone's understanding is that he
does do that.

10 **ADV SELEKA SC:** Yes, I am on that page, Chair.

CHAIRPERSON: Oh okay, maybe you can read it.

ADV SELEKA SC: Page...

CHAIRPERSON: Oh, page, ja?

ADV SELEKA SC: Yes, I need us to go there because I
have another question.

MR SINGH: I have not finished with this one, Chair.

CHAIRPERSON: Yes but let us go there, you will
continue. Let us go to that page where Dr Weiss deals
with how Regiments was introduced to McKinsey because
20 you said Dr Fine or Dr Weiss – Mr Singh, is that right?
You said both of them deal at length with how Regiments
got to work with McKinsey.

MR SINGH: I think Dr Weiss does deal with some of the
aspects relating to Transnet.

ADV SELEKA SC: Yes.

MR SINGH: And then Dr Fine deals with it in greater detail.

CHAIRPERSON: Yes. Is it fine if we go to whichever one of them or you want us to go to both?

MR SINGH: Mr Chair, I think for present purposes maybe the one for Dr Fine is probably better.

CHAIRPERSON: Okay, alright, do we have Dr Fine's affidavit?

ADV SELEKA SC: Not that one, Chair, not in the bundle.

10 **CHAIRPERSON:** Okay.

ADV SELEKA SC: Yes.

CHAIRPERSON: Not in any of the bundles that you have?

ADV SELEKA SC: No.

CHAIRPERSON: Oh, but it can be found somewhere?

ADV SELEKA SC: Yes.

CHAIRPERSON: Or we do not have it at all?

ADV SELEKA SC: No, we can find it.

CHAIRPERSON: Okay, maybe it can be found for later then.

20 **ADV SELEKA SC:** Yes. No, we can find it.

CHAIRPERSON: Ja, we will come to it.

MR SINGH: Sure, no problem.

CHAIRPERSON: Okay. Yes, continue, Mr Seleka?

MR SINGH: Lastly, Mr Chair, I think in one of my affidavits I attach a letter that – and again, Mr Chair,

forgive us but we are responding to a matter that relates to Transnet because this is where he is alleging this happened and the letter that I sent to McKinsey clearly states – and I think it is a 19 June letter 20-something and I think it is one of our affidavits.

CHAIRPERSON: So you would have sent it while you were still at Transnet?

MR SINGH: At Transnet.

CHAIRPERSON: Yes, okay.

10 **MR SINGH:** And it clearly states that Transnet accepts Regiments as subcontractor to one of the contracts – I think it was a transaction adviser contract that we had awarded them – based on Regiments' recommendations of Regiments as a subcontractor.

CHAIRPERSON: Okay, do you remember where we can find your letter?

MR SINGH: We can just check and in one of my affidavits [indistinct – dropping voice]

CHAIRPERSON: Okay. Okay, if it is not found now we
20 can come back to it later when somebody has found it.

ADV SELEKA SC: Yes.

CHAIRPERSON: Okay.

ADV SELEKA SC: We will find it, Mr Singh.

CHAIRPERSON: Okay, let us continue in the meantime, we will come back to it once somebody has found it.

ADV SELEKA SC: Ja. But if you read this affidavit of Mr Amankwah and Mr Singh, is that not after the fact because when you read the affidavit there seems to be a proposal by you that Regiments should be McKinsey's subcontractor and then a document is provided to them. He says:

"Regiments' prior work with Transnet was documented at the time in the company profile that was given to McKinsey."

And I do not know – and then as a result of that, they
10 would then put a proposal to Transnet – I painted a picture, you can comment on it – then they would put a proposal to Transnet with Regiments as the proposer contract. Then you write that letter. Is that not how it happened?

MR SINGH: Mr Chair, I think maybe we should introduce into the records the money flow session that will clarify these questions. The presentation that Mr Amankwah is referring to, I can only believe relates to the presentation that was provided to Mr Sagar that then provided it to McKinsey and Mr Sagar would have received that from
20 Regiments. Why is being associated with me in any way, shape or form, I do not understand, yet the money flow work stream has evidence on it and has received the exact feedback that I just gave you through an evidence leader of your own.

ADV SELEKA SC: Okay, let us go to Dr Weiss' affidavit.

In the same bundle, page 693.

MR SINGH: Sorry, Mr Chair, just before we move off this, Mr Amankwah's affidavit, if you look at paragraph 19.3:

“As noted by Dr Fine in his testimony before parliament, McKinsey conducted a basic due diligence of Regiments prior to working with them in Transnet.”

Now if you compare that to Dr Weiss' testimony and his transcripts and Dr Fine's testimony and transcripts, you
10 would find that I do not think they said that they did a basic due diligence .

CHAIRPERSON: They did...?

MR SINGH: I am saying you will find that I do not think they will concur that a basic due diligence on Regiments was done.

CHAIRPERSON: Okay.

MR SINGH: As alluded to by Mr Amankwah in paragraph 19.3.

CHAIRPERSON: Okay, okay. H'm.

20 **ADV SELEKA SC**: Can I move on?

MR SINGH: You can.

ADV SELEKA SC: Okay. Dr Weiss' affidavit, page 693, paragraph 44. Are you there, Chairperson?

CHAIRPERSON: Yes.

ADV SELEKA SC: Yes. Paragraph 44, this is Dr Weiss'

affidavit. He says:

“I understand from my McKinsey colleagues that Mr Singh had spoken positively about engaging Regiments at Eskom based on his experience with their work at Transnet.”

He then goes on to say:

“It was not unusual in my experience for executives to develop opinions on particular firms based on the work they did than to seek to engage firms that had
10 performed well for subsequent projects.”

So there again seems to be the same theme, that you spoke well about – or positively about engaging Regiments.

MR SINGH: Mr Chair, again, I am not too sure what really turns on this but at the end of the day, Mr Chair, I spoke positively of all and any firms that engaged with me that actually did well. So if it was Regiments or Letsema or PwC or Deloitte or J P Morgan or whoever, if they set out to do what they were asked to do and they did it properly
20 then yes, if there is a recommendation to be made, a recommendation would be made and Mr Weiss actually concedes, he did not see any issues with it because it is a normal thing to happen. Did I say this with a specific intention of them engaging Regiments or Trillian as a subcontractor? No. They of their own, Dr Weiss and Dr

Fine. Dr Fine asserts to their credentials at Transnet, Dr Weiss relies on those credentials that they had obtained at Transnet to engage with them in Eskom.

So, Mr Chair, on their own version, on McKinsey's own version, they were the ones that decided who came across. I did not in any way, shape or form influence anybody to do anything at any stage.

ADV SELEKA SC: So you were familiar with Regiments from your Transnet dates.

10 **MR SINGH:** Yes, Sir.

ADV SELEKA SC: You were familiar with Dr Eric Wood.

MR SINGH: Yes.

CHAIRPERSON: That was quite low.

MR SINGH: Sorry, yes, Sir.

CHAIRPERSON: Ja, okay.

ADV SELEKA SC: You were familiar with Mr Salim Essa.

MR SINGH: Not as it relates to Regiments, no.

ADV SELEKA SC: Not?

MR SINGH: Not as it relates to any relations that he may
20 or may not have had with Regiments.

ADV SELEKA SC: So in what relation were you familiar with him?

MR SINGH: Mr Chair, as I testified before the Commission, under the Transnet work stream I had occasion to meet Mr Essa once or twice but that was

...[intervenes]

CHAIRPERSON: While you were at Transnet?

MR SINGH: Yes, while I was.

CHAIRPERSON: Okay. So do you remember which year was that?

MR SINGH: I think, Mr Chair, you asked me that question ...[intervenes]

CHAIRPERSON: Last time.

MR SINGH: Also last time and I said to you I would be
10 guessing if I knew but I think I gave you a date.

CHAIRPERSON: Okay, well I cannot remember.

MR SINGH: I think if memory serves I think I gave you a date of 2012 or 2013.

CHAIRPERSON: Okay, okay. So between 2012/2013 or thereabouts until you left Transnet you had met him once or twice.

MR SINGH: Yes.

CHAIRPERSON: Okay. Is that in functions or privately or at Transnet?

20 **MR SINGH:** No, no, Mr Chair, as I testified before it was [inaudible – speaking simultaneously]

CHAIRPERSON: It was the occasion when – was there an occasion when he was either your office at Transnet or somebody or Mr Gama's office and ...[intervenes]

MR SINGH: No, no, no, Mr ...[intervenes]

CHAIRPERSON: That was Mr Gama's evidence.

MR SINGH: That was Mr Gama's evidence of him meeting Mr Essa in my office.

CHAIRPERSON: Ja, okay, okay. So that was one of the two?

MR SINGH: No.

CHAIRPERSON: Oh, no, no – ja, okay.

MR SINGH: Ja, we will deal with Mr Gama's evidence later on.

10 **CHAIRPERSON:** Yes, okay, okay. But you say from around 2012 or '13 up to the time you left Transnet you had met once or twice?

MR SINGH: Once or twice.

CHAIRPERSON: Okay, alright. Mr Seleka?

ADV SELEKA SC: You came to know him as the majority shareholder in Trillian when you were at Eskom.

MR SINGH: Not – I got to know that through the process of the McKinsey process when they became aware of the fact that Dr Wood was engaging with Mr Essa and Mr Essa
20 was in fact the majority.

ADV SELEKA SC: He – it has been testified here that he was essentially the rainmaker for Trillian. He would get Trillian to be subcontract – to get a contract with an SOE or a state entity and he would get them a major contracting party for Trillian to be subcontracted to or for Regiments to

be subcontracted. Did you know that?

MR SINGH: No, I did not.

CHAIRPERSON: Can I go back to your one or two occasions with him while you were at Transnet?

MR SINGH: Yes, Sir.

CHAIRPERSON: Were those business encounters or was it just...

MR SINGH: No, as I testified ...[intervenes]

CHAIRPERSON: And were they planned or were they not
10 planned?

MR SINGH: I am not too sure, Mr Chair – well, as I said, it is very long time ago, so I am struggling to recall but I do recall that I did meet him. But they were business-related.

CHAIRPERSON: They were business-related, not personal.

MR SINGH: They were business-related, I think he was looking for – to promote his business at the time and I think he introduced himself, he introduced his business
20 credentials and I testified the last time, I think, he had interest in oil and gas or something or other that time and I think that was the extent of our engagement.

CHAIRPERSON: I may be wrong but I seem to remember that last time when you talked about your encounter with him or one of your encounters with him it was outside

Transnet, is that correct?

MR SINGH: It was not at the office, no.

CHAIRPERSON: It was not at the office, ja. On both occasions, if it is two or not one, or you...?

MR SINGH: Mr Chair, I do not remember.

CHAIRPERSON: You cannot remember.

MR SINGH: I certainly do not remember.

CHAIRPERSON: Ja, you know that one of them, if there were two encounters, one of them was not in the office.

10 **MR SINGH**: No, no, Mr Chair, I certainly do not recall.

CHAIRPERSON: Oh, okay.

MR SINGH: Having Mr Essa or entertaining Mr Essa at my office.

CHAIRPERSON: In your office, okay.

MR SINGH: For any meeting.

CHAIRPERSON: Okay.

MR SINGH: So if it was one, it was outside, if it was two, it was outside.

CHAIRPERSON: Okay. Okay, alright.

20 **ADV SELEKA SC**: The Commission ...[intervenes]

CHAIRPERSON: I am sorry, Mr Seleka. And did you say those were not planned meetings in the sense that maybe you bumped into him or it was some function and he was one of the people in the function?

MR SINGH: No, no, no.

CHAIRPERSON: Or there was an arrangement to meet.

MR SINGH: No, it was a setup, it was an arrangement.

CHAIRPERSON: It was an arrangement to meet.

MR SINGH: Yes.

CHAIRPERSON: Okay. And it would have been the two of you only or you cannot remember?

MR SINGH: If I recall it was only the two of us. I did not recall ...[intervenes]

CHAIRPERSON: Okay, no, that is fine. Mr Seleka?

10 **ADV SELEKA SC:** Yes, Mr Singh, his meeting with you as the CFO of Transnet?

MR SINGH: Yes.

ADV SELEKA SC: In these meetings?

MR SINGH: Yes.

ADV SELEKA SC: Why meeting you?

MR SINGH: I do not know.

ADV SELEKA SC: Did you not ask him?

20 **MR SINGH:** Well, these meetings are set up and my office sets them up and they are set up then I attended to understand what people would like to [indistinct – dropping voice]

CHAIRPERSON: No, Mr Singh, I mean, you were a CFO of Transnet, a very big state owned entity, you are not going to just go any meeting as if you are not busy.

MR SINGH: No, no, I ...[intervenes]

CHAIRPERSON: You are only going to go to a meeting if when you look at the reason for the meeting you think it is important, is it not?

MR SINGH: Well, Mr Chair, as I said, this is like stuff that you are asking that is eight years ago, Mr Chair.

CHAIRPERSON: Sorry?

MR SINGH: I said these are meetings that ask that happened eight years ago. I do not even know what the document was that he even brought to the meeting. So it
10 will be highly irregular of me to say well, I went to a meeting for this specific reason. If I met him on 15 occasions I could tell you I met him on 15 occasions because there was common theme for us to meet. But in this case it was an arbitrary one or two meetings, for me to remember why I met someone eight years ago for a single meeting.

CHAIRPERSON: Well, it may well be that if it was a single meeting you would remember than if it was many meetings but it may be that if it was many meetings but
20 only one them ran through the maybe, you know? But you are saying you cannot remember now what the reason was but you accept that you must have known then.

MR SINGH: Yes, definitely.

CHAIRPERSON: What the reason was. H'm. Okay, Mr Seleka?

ADV SELEKA SC: Chair, I see the screens are off, I do not whether the light broadcast is interrupted or...

CHAIRPERSON: The technicians should tell us if there is a problem.

ADV SELEKA SC: The Reverend is not here.

CHAIRPERSON: The Reverend is not here. I think somebody will tell us just now.

ADV SELEKA SC: Should we proceed?

CHAIRPERSON: You may proceed. Okay, alright.

10 **ADV SELEKA SC:** Mr Singh, prior to your secondment to Transnet, Ms Tsholofelo Molefe was there. She was approached or introduced by one of her colleagues Mr Colin Matjila to Mr Salim Essa who said there is a company Regiments that can help Eskom with cash unlocking initiatives in their balance sheet .

Salim Essa and Mr Eric Wood through Regiments, they could not get what they wanted at Eskom at the time. We know that Ms Molefe says she suspects because of her resistance to their proposal it might have been the reason
20 why she was suspended and ultimately terminated at Eskom or separated from Eskom. You have conceded that you in fact engaged McKinsey and Regiments for your on boarding at Eskom even before your official start on the 1 August 2015, is that correct?

MR SINGH: Mr Chair, we conceded that the on boarding

was arranged and at the behest of McKinsey and Mr Chair, also, when we look at this context of the on boarding meetings happening before my appointment at Eskom, Mr Chair, we have included in the affidavit that we have submitted yesterday, the official announcement of my appointment at Eskom and that was done on the 16 July.

CHAIRPERSON: Did you say beginning of July?

MR SINGH: 16 July.

CHAIRPERSON: On the 16 July.

10 **MR SINGH:** July, 2015.

CHAIRPERSON: Ja, okay.

MR SINGH: And that was announced by the board of Eskom on that day.

CHAIRPERSON: Okay.

MR SINGH: So, Mr Chair, in the context of these on boarding sessions, given the fact that the announcement of my appointment was made on the 16 July, I do not believe that they are actually irregular or there was anything untoward as Dr Weiss has testified.

20 **CHAIRPERSON:** Please speak up a bit?

MR SINGH: Oh, sorry. As Dr Weiss has testified. It is a normal thing that they did with Ms Tsholofelo Molefe as well at the time. They did it to all the CEOs, they did it to all the CFOs, they would have done it to other Group Executives as well, so ...[intervenes]

CHAIRPERSON: Doing what?

MR SINGH: The on boarding, Mr Chair, the on boarding activities.

CHAIRPERSON: Well, let us understand what you are talking about. What do you mean when you say on boarding? I mean, if you are going to – if you are being seconded to Eskom, your own on boarding or McKinsey's on boarding? Which one are you talking about?

MR SINGH: Mr Chair, Mr Seleka refers to these meetings.

10 **CHAIRPERSON:** Ja, that happened before ...[intervenes]

MR SINGH: Prior to my ...[intervenes]

CHAIRPERSON: Assume duties at Eskom.

MR SINGH: Assumed role to Eskom.

CHAIRPERSON: Ja.

MR SINGH: So I am just putting in context that the meetings happened in the context of McKinsey's on boarding of myself relating to my role at Eskom.

CHAIRPERSON: Yes, well I do not know what you and Mr Seleka – how you and Mr Seleka are using the term on
20 boarding, if – I would understand if you talk about your own on boarding at Eskom but then if you are talking about your own on boarding at Eskom, I would expect that to be done by Eskom officials on boarding you. If you talk about McKinsey's on boarding at Eskom, I would expect that to be one by Eskom officials. It may well be that for some

reason when it was known that you would be going to Eskom you would also be – you could be included but I am not sure now when both of you talk about on boarding, whose on boarding you are talking about.

ADV SELEKA SC: Can I just say something?

CHAIRPERSON: Ja.

ADV SELEKA SC: Mr Chair, I am putting it in Mr Singh's inverted commas. Insofar as he said it was his own on boarding, that is what I am saying to him.

10 **CHAIRPERSON:** Ja. Oh, he has used the term.

ADV SELEKA SC: Yes he has used that term.

CHAIRPERSON: Okay.

ADV SELEKA SC: But we know that the evidence we received from a witness goes wider than that.

CHAIRPERSON: Ja.

ADV SELEKA SC: But I am only being specific to what he said. I am using his concept and he will explain to the Chairperson.

CHAIRPERSON: Well, maybe let us start here, Mr Singh.
20 Insofar as you may be talking about your own on boarding at Eskom, you have heard what my understanding would be if you talk about your on boarding. Is your understanding different from mine?

MR SINGH: Well, Mr Chair, let us put it this way. The word on boarding, I import from Dr Weiss' transcript

because he deals with what he refers to as these on boarding sessions, right?

CHAIRPERSON: And does he make it – is it clear from his evidence who he was saying was being on boarded, McKinsey or yourself?

MR SINGH: It was – it is a McKinsey term that is used to – how can I say...

CHAIRPERSON: Or are they saying they were on boarding you at Eskom.

10 **MR SINGH:** That is basically – that is basically what it is, Mr Chair. And that was the context of these meetings.

CHAIRPERSON: Ja, no well I would expect Eskom officials to onboard you, you know, not McKinsey.

MR SINGH: No, as I explained to you previously ...[intervenes]

CHAIRPERSON: But that is his term.

MR SINGH: Yes. But as I explained to you, Mr Chair, previously, there were also those sessions that happened where Eskom individuals on boarded myself while I got –
20 ja.

CHAIRPERSON: But basically from my understanding, my recollection of the evidence, really there was nothing about on boarding in those discussions as far as I - in terms of my own understanding of on boarding, the discussions seem largely to have been about this is what

we have in mind for Eskom, you are going to be CFO of Eskom, what is your take on this and that and that and you gave your take.

MR SINGH: No, Mr Chair, I think you have an incorrect recollection.

CHAIRPERSON: Is that so?

MR SINGH: Yes.

CHAIRPERSON: Okay.

MR SINGH: The on boarding sessions, Mr Chair, were the
10 – and maybe we should put this into context, Mr Chair.

CHAIRPERSON: Ja.

MR SINGH: We have an organisation that is in crisis. We alluded to the fact previously that in January of 2015, they were really in a deep crisis, they had load shedding, their energy availability factors were like at 69%. Their coal prices were escalating at around 18%, when inflation was around 4 to 5%. Their new-build programme was one, unfunded and two, being schedule and their budgets were uncontrollable. They were burning diesel at a rate of a
20 billion rand a month. So, Mr Chair, that is the environment within which I was finding myself. So these on boarding sessions sought to elevate those issues, say these are the issues that you are going to be dealing with, these are the issues that we believe caused these things. So when you get there, be in a position to deal with them because these

are the root causes of these issues.

CHAIRPERSON: Ja, okay. What does remain strange, of course, is why that should be done by an outsider and that is a point that I may have made last time, you know?

MR SINGH: Mr Chair ...[intervenes]

CHAIRPERSON: Why that should not be done by Eskom officials who are already at Eskom for somebody who is at Transnet but who will be joining them as their colleague.

MR SINGH: But Mr Chair, with respect, Mr Chair, I dealt
10 with that matter and Dr Weiss on his own affidavit concedes that this is normal practice to happen.

CHAIRPERSON: Why is it normal for an outsider to – if you are – if I have a house, I have a family and somebody is going to join us and stay with us, why must somebody else not from this family prepare him to say when you stay with these people, with the Zondos, this is what you must be ready for. Why must it not be done by me?

MR SINGH: Well, sometimes that is why you need family counselling, Sir.

20 **CHAIRPERSON:** Ja, no, it is a strange thing. But anyway, you have said what those sessions were about.

MR SINGH: Yes.

CHAIRPERSON: Mr Seleka?

ADV SELEKA SC: Yes. Mr Singh, it is interesting that the concept – you do not seem to own that concept. So

what do you call what they were doing with you in these sessions? You say it is McKinsey's concept. Well, what do you say to this?

MR SINGH: No, I said – I did not say it is McKinsey's concept, I said I imported Dr Weiss' word which was on boarding sessions. I said on boarding sessions are normal, I have been – I have had sessions with a number of people that brought new concepts that wanted to talk about Transnet issues in all of those things. There was in
10 some way or shape on boarding session.

ADV SELEKA SC: Ja, but just lastly, I think your explanation of what they were saying to you is exactly what the Chairperson – how the Chairperson was explaining. They were pinpointing what you say there perceived to be challenges at Eskom and we know from Regiments, Ms Mothepu, that they were making proposals to you and some of the proposal you will not accept and you would do the changes and you would then say ja, this is what I want to focus on, correct?

20 **MR SINGH:** But not in July.

ADV SELEKA SC: Not in July?

MR SINGH: Not in July.

ADV SELEKA SC: When?

MR SINGH: Whenever it happened, I do not know when it happened but it was certainly not implied, there was no

negotiations that were happening [inaudible – speaking simultaneously]

ADV SELEKA SC: But if you do not know when – if you do not know when, how do you deny July?

MR SINGH: Because the sessions in July did not have initiatives to say let us move this, let us move this, let us move this.

ADV VAN DEN HEEVER: Chairperson, sorry to interrupt. Maybe if ...[intervenes]

10 **CHAIRPERSON:** Sorry?

ADV VAN DEN HEEVER: Thank you, Chairperson. Maybe if Mr Seleka knows when this happened he should put it to the witness. If he is interrogating that issue, say to Mr Singh on this day and this day according to Ms Mosilo Mothepu, this is what happened. Let him then comment on those dates, not speculate.

CHAIRPERSON: Well, we – no, no, but we do know that Ms Mothepu said it was either June or July?

ADV SELEKA SC: June, June.

20 **CHAIRPERSON:** I think she said June.

ADV SELEKA SC: Yes.

CHAIRPERSON: And Mr Singh would remember, Mr Singh said it was not June it was July.

MR SINGH: In terms for the meetings.

CHAIRPERSON: In terms of the meetings, ja.

MR SINGH: Yes. And then Mr Seleka put to me that Ms Mothepu says that I was negotiating. So I am asking when was I negotiating? When was I putting these things in or taking them out?

CHAIRPERSON: No, no, no, Mr Seleka has not talking about negotiating now.

ADV SELEKA SC: That is right, yes.

CHAIRPERSON: He did talk about negotiating then but all he is saying now, he says Ms Mothepu said in those
10 meetings the McKinsey people were making certain proposals for you to comment on and she said you were indicating those that you were not happy with and indicating what you had no problem with. That is what Mr Seleka says Ms Mothepu said.

ADV SELEKA SC: Yes.

CHAIRPERSON: Are you saying that that is not true as far as you are concerned in terms of the July meetings?

MR SINGH: Mr Chair, I will repeat once again, as I have done before, that Ms Mothepu's recollection is incorrect
20 because if – let us for one minute suggest that Ms Mothepu ...[intervenes]

CHAIRPERSON: In terms of the content of the discussion as opposed to the month. You already said June is wrong.

MR SINGH: Well, Mr Chair, let us deal with June, let us not deal with any other point.

CHAIRPERSON: Ja.

MR SINGH: Because Mothepu is – if Mothepu's evidence is that I was doing this in June ...[intervenes]

CHAIRPERSON: No, no, we are done with that, you did deny that.

MR SINGH: No, no, let us say July, let us deal with ...[intervenes]

CHAIRPERSON: Ja, you said meetings happened in July.

MR SINGH: In July.

10 **CHAIRPERSON:** Ja.

MR SINGH: Let us deal with the content of the July meeting. So am I to understand Ms Mothepu is saying that in July McKinsey made proposals, which I then rejected and I requested other things to be put in. Is that what the contention is?

ADV SELEKA SC: I do not know whether that is a contention.

MR SINGH: No, but what ...[intervenes]

ADV SELEKA SC: I was putting to you her version.

20 **MR SINGH:** No, so what is her version?

ADV SELEKA SC: Exactly what you have said.

MR SINGH: Okay. So in that case, Mr Chair, I deny that.

CHAIRPERSON: Yes. Is there a time when you say that did happen if it did not happen in July or are you saying it never happened even after July?

MR SINGH: No, Mr Chair, post that – I mean, for example, I mean I was requested to comment in an affidavit – I mean, in a 3.3 notice of 10.6 notice around the fact that there was an email that I sent to Mr Wood requesting him to look at some Duvha insurance claim, for example. So that was a request that I made to them. So I made the request.

CHAIRPERSON: So is the difference therefore between your version and Ms Mothepu's version in this regard apart
10 from whether it was in June, whether the meetings were in June or July, is the difference that you accept that at some stage in your interactions with McKinsey there was a time where they would make proposals and you would examine them, their merits and demerits, accept some of their proposals, reject some but you say that happened after you had assumed duty at Eskom and not before and to the extent that she says that happened before you assumed duty you would deny that part.

MR SINGH: That is correct, Mr Chair.

20 **CHAIRPERSON:** Okay, alright.

ADV SELEKA SC: Okay. Well, I will not go to Dr Weiss about negotiations because you know he puts it in May, June, that they started around there and that was specifically about the negotiations.

Mr Singh, zooming back on Mr Salim Essa, you

would have seen the travel agents' affidavits in which they say you were introduced to them by Mr Salim Essa in 2014. What is your comment on that?

MR SINGH: I have no recollection of that, Mr Chair, I do not recall Mr Essa ever introducing me to a travel agent. I used a number of travel agents to travel, Travel Excellence was one of them.

ADV SELEKA SC: Travel Excellence is one of them.

CHAIRPERSON: He says Travel Excellence was not one
10 of them, is that right?

MR SINGH: No, I am saying ...[intervenes]

ADV SELEKA SC: You are saying is.

CHAIRPERSON: You say was one of them?

MR SINGH: Yes, yes.

CHAIRPERSON: Okay, okay.

ADV SELEKA SC: Yes.

CHAIRPERSON: Do you recall how you came to do business with them or can you not recall how that came about?

20 **ADV SELEKA SC:** No, Mr Chair, I cannot, my PA normally did lots of stuff for me in my personal capacity, so it may have been here that recommended them, I am not...

CHAIRPERSON: Oh, okay. Do you have a recollection of when you may have started using them?

MR SINGH: No, Mr Chair.

ADV SELEKA SC: Even in terms of year you cannot remember? Okay, alright. But it would not have been before 2010 for example?

MR SINGH: Not from – no.

CHAIRPERSON: It would have been after.

MR SINGH: Certainly, definitely, ja.

CHAIRPERSON: Ja, okay. Mr Seleka?

ADV SELEKA SC: And you have seen that they say they did your flight bookings from 2014, there is three flight
10 bookings in 2014, three flight bookings in 20 ...[intervenes]

CHAIRPERSON: Do you want to refer us to where that is?

ADV SELEKA SC: Yes, Chair, I can certainly do that.
This is Eskom bundle 18(B)

CHAIRPERSON: Mr Seleka, let us take seven minutes break, just a short adjournment. Let us adjourn.

INQUIRY ADJOURNS

INQUIRY RESUMES

CHAIRPERSON: Okay, let us continue.

ADV SELEKA SC: Thank you Chair. The affidavit is
20 found on – Eskom bundle 18[b] page 1565 point one.

CHAIRPERSON: Yes, there's the affidavit of Samira Suleiman?

ADV SELEKA SC: That is correct.

CHAIRPERSON: Okay.

ADV SELEKA SC: Samira Suleiman, an adult female

employed as a travel agent working at Double Excellence t/a Travel Excellence, and the relevant passages in relation to Mr Singh are from page 1565 point 4. Are you there Mr Singh?

MR SINGH: Yes.

ADV SELEKA SC: So I – this is - my summary was based on this. Mr Essa introduced Mr Anoj Singh, paragraph 20:

10 “Introduced Mr Singh to me during 2014. I had never met Mr Singh before then. From there onwards we had received requests from either Mr Essa, also Mr Singh directly to book flights from them. The charges were always allocated to ...[intervenes]

CHAIRPERSON: I’m sorry Mr Seleka I think you should start with what she says her relationship was with Mr Salim Essa.

ADV SELEKA SC: Yes Chair.

CHAIRPERSON: Before you go to where he says, she says Mr Essa introduced Mr Anoj Singh to her.

20 **ADV SELEKA SC:** Certainly Chair that is on page 1565 point 3, under the heading relationship with Salim Essa, and it starts at paragraph 15, she writes:

“Whilst I was employed at Harvey World I was introduced to Mr Salim Essa, whom I then serviced as a client. After a while many of the employees,

including myself, were let to go from Harvey World
...[intervenes]

CHAIRPERSON: And I think she explains earlier that Harvey World was also a travel agency or not?

ADV SELEKA SC: Earlier in the affidavit Chair?

CHAIRPERSON: Earlier in the affidavit does she not explain that Harvey World was also a travel agency?

ADV SELEKA SC: Yes, yes, that is on page – the page before, the preceding page, 1565 point 2, at the top of the
10 page,

“background to my relationship with Ms Halima Alana, both I and Ms Halima Alana had been working in the travel industry for the last 30 years. At a point in time both I and Ms Alana worked together at a travel agency called Sure Three Way Travel. I later went on to join a travel agency named Harvey World Travel and Ms Alana left to start up her own travel agency.”

CHAIRPERSON: Ja, okay.

20 **ADV SELEKA SC:** Is that sufficient?

CHAIRPERSON: Ja, that is sufficient.

ADV SELEKA SC: And then going back to page 1565 point 3, paragraph 16 ...[intervenes]

CHAIRPERSON: Oh then just to connect everything properly then she says in 15:

“Whilst I was employed as Harvey World ...”
...[intervenes]

ADV SELEKA SC: Correct yes.

CHAIRPERSON:

“...I was introduced to Mr Salim Essa, Mr Essa,
whom I then serviced as a client.”

ADV SELEKA SC: Yes.

CHAIRPERSON: You can then take it from there.

ADV SELEKA SC: Yes.

10 “After a while many of the employees, including
myself were let go from Harvey World. I then
contacted Ms Alana and joined her at Travel
Excellence around June 2013. Mr Essa, being my
client, followed me to Travel Excellence. At Travel
Excellence I usually dealt with Mr Essa directly. I
do not believe Ms Alana ever dealt with him directly,
although both Ms Alana and I have access to each
other’s mailboxes to ensure that we are able to
speedily respond to the requests from clients. Mr
20 Essa had a standing account with us, account
number 300365 ...” ...[intervenes]

CHAIRPERSON: No, no, you’ve got less zero’s than – it
is 3000365.

ADV SELEKA SC: Thank you Chair.

“Mr Essa would usually either send me an email or

he would phone me with a request for bookings. Although Mr Essa frequently requested us to book tickets for other people we always allocated the transactions to his account as we considered him the guarantor for all such travel bookings. Mr Essa usually corresponded with us being either his salimessa@gmail.com or salim@global.co.za email address. Mr Essa's secretary also frequently corresponded with us using the Salim@global.co.za email address. I unfortunately cannot remember her name."

And then the next heading is Travel Arrangements for Mr Anoj Singh, I suppose Mr Anoj Singh will have on knowledge of that information I read.

CHAIRPERSON: Ja, how the two of them met and what arrangements they had, you wouldn't know anything about that, or would you?

MR SINGH: No sir.

ADV SELEKA SC: But do you know Ms Samila Suleiman?

20 **MR SINGH:** I do Mr Chair.

ADV SELEKA SC: Then travel arrangements for Mr Anoj Singh, paragraph 20:

"Mr Essa introduced Mr Anoj Singh to me during 2014. I had never met Mr Singh before then. From there onwards we had received requests from either

Mr Essa or from Mr Singh directly to book flights for them. The charges were always allocated to Mr Essa's account number, C000365. I set out below as per my records and recollection the bookings made for Mr Singh since 2014.

22.1 A booking was requested for Mr Singh to fly from Dubai to Johannesburg on 8 June 2014. I cannot recall who made the request. Mr Singh was issued with ticket number 4875955176. I do not
 10 know how Mr Singh flew to Dubai. The total cost charged was R9 100. The invoice was addressed to Mr Singh although it was charged to Mr Essa's account. I cannot recall whether I spoke to Mr Essa or Mr Singh but one of the two gentlemen phoned me to tell me a driver would be dropping off money in cash to settle the invoice, which indeed took place. I attach hereto the cash receipt dated 16 July 2014. I subsequently deposited the money into our bank account on the same day."

20 Mr Singh are you able to confirm this ...[intervenes]

ADV VAN HEERDEN: Chairperson before ...[intervenes]

ADV SELEKA SC: ...or comment on it?

ADV VAN HEERDEN: ...before we continue with this there is an issue that I would like to raise *vis-a-vis* the aspect of the – and I know you are entitled to listen to hearsay

evidence, but it relates directly to the issue of what he says about Mr Essa, and maybe it would be appropriate to first deal with my learned friend from that issue before I place it on record, because most probably taking into account the way that the Commission investigators should operate I would assume they have done it, so if – and I hate to ask for two or three minutes, but let me first deal with Mr Seleka to try and see if it is done, and then I will take an instruction as to how to deal with that particular
10 issue, because I think you can understand it impacts certain issues directly relating to my client.

CHAIRPERSON: Yes, ja.

ADV VAN HEERDEN: Thank you Chairperson.

CHAIRPERSON: Okay, thank you. Mr Seleka?

ADV SELEKA SC: Chair I think the ...[intervenes]

CHAIRPERSON: I think you are saying you would deal with that later, is that right?

ADV VAN HEERDEN: No Chairperson I think – I want to ask my learned friend about it now, because I need to
20 understand if something has been done.

CHAIRPERSON: You would like an adjournment?

ADV VAN HEERDEN: I would like a very brief adjournment.

CHAIRPERSON: Oh, okay, no that is fine. Let's take a – well it might affect, because I think you are saying it might

affect a lot of things, okay let us take that short adjournment, we are at nearly quarter to one, okay let us take the short adjournment, give minutes.

We adjourn.

INQUIRY ADJOURNS

INQUIRY RESUMES

CHAIRPERSON: Okay, we are at five to one, but maybe let's do about ten minutes or so or fifteen minutes and then we take the lunch break.

10 **ADV SELEKA:** Yes.

CHAIRPERSON: Okay.

ADV SELEKA: Ja, I accept that, we have addressed the – or to move forwards, if not addressed but we have agreed to move forward.

CHAIRPERSON: Okay ja, I think counsel for Mr Singh nods. Ja, okay, alright.

ADV SELEKA SC: Thank you. Where's my file? Mr Singh I was reading from that file 18, Eskom Bundle 18[b] page 1556 point 4, I have read paragraph 22, we have 22.1,
20 which reads:

“A booking request made for Mr Singh to fly from Dubai to Johannesburg on 8 June 2014. I cannot recall who made the request. Mr Singh was issued with ticket number ...”

And I have read that.

“...I do not know ...[intervenes]

CHAIRPERSON: I am sorry, you had read to 22.1 and Mr Singh was about to respond to it.

ADV SELEKA SC: Correct Chair.

CHAIRPERSON: Do you want to respond or comment Mr Singh?

MR SINGH: Mr Singh, I think, no I am Mr Singh, but I am doing the same thing that I did yesterday.

CHAIRPERSON: Now, I do not know whether you are
10 referring to Mr Seleka or to me.

MR SINGH: Or myself sorry Mr Chair, I would think that in order for us to deal with this, Mr Chair, I would like to first deal with it holistically rather than deal with each individual item.

CHAIRPERSON: Yes, okay, you want to give a broad answer and then we can see whether we go to, ja...[intervene]

MR SINGH: Yes, and then we can see.

CHAIRPERSON: No, that is fine, I think that is fine.

20 **MR SINGH:** Mr Chair, I think the first point that we need to make is that the nexus of this affidavit of Ms Suleiman.

CHAIRPERSON: Sorry, you say the essence.

MR SINGH: Mr Chair the origins of Ms Suleiman's affidavit...[intervene]

CHAIRPERSON: Yes.

MR SINGH: Arises from a concern that Mr Koko raised to the Commission via a vis the affidavit of Ms Galiema and I think you then directed the Commission to do further investigations, if I am not mistaken, which then gave rise to this affidavit.

CHAIRPERSON: I know that there was the discussion of travel agents evidence during Mr Koko's evidence, but I cannot remember whether I directly said anything, ja.

MR SINGH: Well, anyway this basically comes about.

10 **CHAIRPERSON:** Okay.

MR SINGH: And one of the issues Mr Chair, that we can clearly see in Ms Suleiman's affidavit is that she does concede that the issue of Mr Koko was in fact an error. There was an error.

CHAIRPERSON: Ja.

MR SINGH: There was a clear error in terms of one of the aspects of Mr Koko's travel documents relating to Ms Galiema's affidavit. So that is the first let us say issue that we have or I have with Ms Suleiman's affidavit is that
20 you will find that it is riddled with inconsistency and I would say, errors, which I will take you through.

And the first one I would like to point out is obviously Mr Koko's admission by Ms Suleiman that the document was incorrect. Mr Chair, if we then go to...[intervene]

ADV SELEKA SC: Sorry, sorry Mr...[intervene]

CHAIRPERSON: Ja, I would like Mr Seleka to remain in the driver's status as far as this but at some point you would be allowed to make all the points that you want to make. But I think for now, insofar as there are errors in Ms Suleiman's affidavit I think it may be enough for you to simply say, there are a number of errors that you have identified, or inconsistencies or contradictions or whatever it is in her affidavit. And later on, you will identify them
10 and say what do you make of them.

ADV VAN HEERDEN: Chairperson, again sorry.

CHAIRPERSON: Yes.

ADV VAN HEERDEN: I think the reason why my client wishes to start there is basically - and I do not want to give evidence on his behalf.

CHAIRPERSON: Ja.

ADV VAN HEERDEN: What he is trying to say is, insofar as you going to rely on this affidavit and the annexures I have an issue with it, because there is problems with it.

20 There is problems with the annexures, there is problems and you cannot now ask me now to comment on something where there is clear problems with it or clear issues with it. I want to explain to you why I say you as the Evidence Leader and your investigators cannot rely on these documents.

CHAIRPERSON: No that is fine, I think let us go point by point but if at the end, you say, having gone point by point, I would like to say the following broadly, that is fine. But also, as we go point by point, you will feel free to make whatever points or if you say, well, I am listening to this, I am not admitting it.

But in terms of the broad response I will be saying that this evidence in this affidavit should not be relied upon because it's got too many errors or the annexures are
10 riddled with contradictions or errors.

That is fine, but I think let us go point by point, as long as in the end, you will be able to make all the points you wish to there, okay. Mr Seleka.

ADV SELEKA SC: Thank you, Mr Singh there in paragraph 22.1 we have asked you to comment on.

MR SINGH: Thank you, Mr Chair 22.1 this refers to...[intervene]

ADV SELEKA SC: That is page 1565.4.

CHAIRPERSON: That relates to a booking
20 that...[intervene]

MR SINGH: 8th of June.

CHAIRPERSON: ...she says, was for you to fly from Dubai to Johannesburg on 8 June 2014.

MR SINGH: Yes, Mr Chair.

CHAIRPERSON: And she annexures annexure SS1,

annexure SS2, annexure SS3 and annexure SS4. So you want Mr Seleka that we go to those before he responds to those annexures?

ADV SELEKA SC: Chair, I would like him to comment first on the content of that paragraph that there was a booking for you from Dubai to Johannesburg...[intervene]

CHAIRPERSON: Well, maybe then you must not ask him to comment on the paragraph in general you must just put specific questions, such as was there a booking that was
10 made for you to fly from - that was made by Travel Excellence for you to fly from Dubai to Johannesburg on 8 June 2014?

He might say yes there was or he says I do not know what they are talking about. So if you want him to then maybe you just ask him specific questions based on a particular paragraph.

ADV SELEKA SC: Thank you, Chairperson. Mr Singh that is the question then in regard to the factual allegation made, can you confirm or not that there was a booking
20 made for you by Travel Excellence, to travel from Dubai to Johannesburg on 8 June 2014?

MR SINGH: Mr Chair, I deny that this booking was made on my instruction or on my behalf.

ADV SELEKA SC: Yes.

CHAIRPERSON: Okay, so you - from what you are saying

I think you are saying they may have made a booking but you did not ask them to do it.

MR SINGH: No, sir.

CHAIRPERSON: Ja, okay.

ADV SELEKA SC: Do you recall you travelling from Dubai to Johannesburg on the 8th of June, well...[intervene]

CHAIRPERSON: Or did you fly from Johannesburg, from Dubai to Johannesburg on that date, irrespective of who had made the booking?

10 **ADV SELEKA SC:** Yes.

MR SINGH: Well Mr Chair, I do not recall, but I know that from the Transnet work stream, it would appear that I was on an official trip during this period of time, and I had to be and I was - I think the return leg was via Dubai. So I would have travelled via Dubai on an official trip back to South Africa.

CHAIRPERSON: Yes, okay and you say you think it would have been on Transnet business?

20 **MR SINGH:** And Mr Chair, based on the information that has been given to us by the Transnet stream it would appear that it would have been official business at the time.

CHAIRPERSON: Okay.

MR SINGH: Then there would have been no need for this ticket.

CHAIRPERSON: Yes, and the bookings insofar as there was such a – there may have been a trip, the booking would have been made by - would it have been made by Travel Excellence?

MR SINGH: Sorry, sir if?

CHAIRPERSON: Would the booking insofar as you may have travelled to Dubai on Transnet business on that day, as you may have travelled from Dubai to Johannesburg, would Travel Excellence have been involved in making your
10 booking?

MR SINGH: No, sir.

CHAIRPERSON: It would not have and insofar as you may have been travelling for Transnet business, would there have been a standard travel agents that Transnet would use?

MR SINGH: Yes, sir.

CHAIRPERSON: What was the name of that one?

MR SINGH: Mr Chair, I am not...[intervene]

CHAIRPERSON: You cannot remember.

20 **MR SINGH:** I cannot remember.

CHAIRPERSON: But there would have been a standard travel agency.

MR SINGH: Yes, there would have been, yes.

CHAIRPERSON: And therefore, to the extent that if indeed you did travel on Transnet business, that travel

agency may well have records.

MR SINGH: May well have records, Mr Chair.

CHAIRPERSON: Ja, okay.

MR SINGH: And hence I am saying I do not recall making this request.

CHAIRPERSON: Yes, okay. Mr Seleka.

ADV SELEKA SC: Yes, I think Ms Suleiman herself says she cannot recall who made the request but the booking was for you and I think that is what we seeking to confirm
10 with you that the booking for a flight from Dubai to Johannesburg was for you, on the 4th of June 2014.

MR SINGH: The 8th.

ADV SELEKA SC: On June 2014.

MR SINGH: Mr Chair...[intervene]

CHAIRPERSON: Well, he has said, as far as his concerned, he never asked Travel Excellence, to make any booking for him to travel from Dubai to Johannesburg on that date, and I understood you to say and you must tell me if I am wrong Mr Singh.

20 I understood you to imply that you never authorised anybody to ask Travel Excellence to make a booking for your travelling on that occasion.

MR SINGH: That is correct, sir.

CHAIRPERSON: Okay.

ADV SELEKA SC: Then they refer to the cost of that

which the invoice was addressed to you although it was charged to Mr Essa's account, but let us deal with the allegation that the invoice was addressed to you.

Which is SS2 on page 1565.13, the air ticket is also on the page just before that. So that invoice, what do you say about it Mr Singh?

MR SINGH: Mr Chair, I have never received this invoice and as you will see, Mr Chair it actually says ticket void.

ADV SELEKA SC: Where is that?

10 **MR SINGH:** SS2.

ADV SELEKA SC: Yeah.

MR SINGH: In the route, in the column saying route the third line, it says ticket void.

ADV SELEKA SC: Is it the invoice or the ticket?

MR SINGH: SS2 annexure.

CHAIRPERSON: That is the document that.

ADV SELEKA SC: Yes.

MR SINGH: At 1565.13.

ADV SELEKA SC: Yes.

20 **CHAIRPERSON:** Oh, yes I see where it says ticket void.

ADV SELEKA SC: Yes, I see it.

CHAIRPERSON: In the column - you see the void there?

ADV SELEKA SC: I have just seen that.

CHAIRPERSON: Ja.

ADV SELEKA SC: Yes. So what do you say about that?

CHAIRPERSON: Well, he was saying that he, as I understood he never asked Travel Excellence to make this booking and he did not ask anybody or authorise anybody to ask Travel Excellence to do that. Is that right, Mr Singh?

MR SINGH: That correct, sir.

CHAIRPERSON: And then you were referring to the fact that it says ticket void as to suggest that...[intervene]

MR SINGH: There was never a travel.

10 **CHAIRPERSON:** There was never - it was not used.

MR SINGH: No.

CHAIRPERSON: But if it were to be found that you did actually travel on the 8th of June 2014, from Dubai to Johannesburg. Of course, the question that would arise is how Travel Excellence would have known about your travelling from Dubai to Johannesburg.

MR SINGH: But Mr Chair, hence, I wanted to paint the picture for you upfront.

CHAIRPERSON: Yes.

20 **MR SINGH:** But it is fine we will deal with it.

CHAIRPERSON: You will do it, Ja but bear in mind that question.

MR SINGH: Yes, but these are in fact the inconsistencies that you will find, in every one of these things.

CHAIRPERSON: Ja, okay.

MR SINGH: I mean, for example, they allocate this thing to Mr Essa's account, I did not instruct any of this to happen.

CHAIRPERSON: Ja.

ADV SELEKA SC: Say again?

MR SINGH: I said they allocate it to Mr Essa's account of C000365.

ADV SELEKA SC: Yes.

MR SINGH: I never issued an instruction to please charge
10 my stuff to Mr Essa's account.

CHAIRPERSON: Yes, but remember that on their version, on her version, she says Mr Salim Essa introduced you to Ms Suleiman, Mr Salim Essa on her version was keeping an account with them, was there client and whenever they made bookings that related to you and other people, I think she says, they always connected those bookings with Mr Salim Essa's account because he was seen by them as the guarantor – she put that in quotes "guarantor", in regard to those bookings.

20 By which I mean, they must have been thinking well, in case this person does not pay we will talk to Mr Salim Essa to say well this is somebody that you introduced to us so now they are not paying, so you must pay, that is my understanding.

MR SINGH: No, I agree with you Mr Chair, but let us deal

with that mater, that aspect.

CHAIRPERSON: Ja.

MR SINGH: That you bring up, if Ms Osmond's version relating to the guarantor issue is to be correct. Mr Essa – okay during this period of time, he was in the country and he had an account, post him leaving the country I do not think he still has an account with Travel Excellence and neither I would think that Travel Excellence continues to extend his guarantee status if it ever existed. Yet, if I had
10 - I booked tickets with them post this period of time and they still allowed me to have - let us call it a deferred payment type of arrangement. So who was guaranteeing my payments at that time, when he was not there?

CHAIRPERSON: So you are saying that after Mr Salim Essa had left the country, you have continued to have dealings with them and ask them to make bookings for you. Is that right?

MR SINGH: That is correct.

CHAIRPERSON: And when you make those bookings they
20 invoice you, I assume, and you pay?

MR SINGH: Yes, Mr Chair.

CHAIRPERSON: Yes, so you are - but your question is, how would Mr Salim Essa be a guarantor after?

MR SINGH: After.

CHAIRPERSON: Ja, of course, she is dealing here with a

specific time as I understand it, a specific time and I do not know whether once he had left, they would still say guarantor you know, and I do not even know whether they sense of guarantor is what I am thinking.

But she says in her own affidavit, that there are occasions when you called to make arrangements for payment. She says so in her affidavit, even during those times and then I think there are occasions when she says, Mr Salim Essa made payment in regard to your travelling,
10 ja. Mr Seleka.

ADV SELEKA SC: Let me ask this question Chair and then maybe we can take a lunch adjournment. Mr Singh, when did Mr Essa leave the country?

MR SINGH: I have no idea.

ADV SELEKA SC: You have no idea.

MR SINGH: Well it was reported in the media so that is when I guess we know about it.

ADV SELEKA SC: No, no, Mr Singh you were telling the Chairperson what from a factual point of view, is what you
20 want to convey to him. That after Mr Essa left the country who would have served as the guarantor for the cost occasion by your flight bookings.

Now the question is pertinent to that, when do you say then to the Chairperson did Mr Essa leave the country?

MR SINGH: Mr Chair, I was making general statement. I

said I was making a general statement, Mr Chair, I do not know the exact date when Mr Essa left the country.

CHAIRPERSON: Well, you would not say you made bookings after him, Mr Salim Essa had left. You requested Travel Excellence to make bookings for you, after Mr Salim Essa had left, unless there was a point that you regarded as the point when he left. So I think Mr Seleka is asking what is that point.

MR SINGH: Well Mr Chair as I said, I was making the
10 comment generally, I really do not know the date on which he left or purported to leave. But I know that I have made travel bookings - I do not know how many but I have made table bookings with them.

CHAIRPERSON: Have you made travel - did you make travel bookings with Travel Excellence last year?

MR SINGH: Yes, I think maybe one, I think.

CHAIRPERSON: Maybe one?

MR SINGH: Yes.

CHAIRPERSON: And 2019, do you recall did you make
20 any, did you request them to make any?

MR SINGH: Maybe, one as well, one or two maybe.

CHAIRPERSON: Maybe one as well, but are you saying that you do not have a time that you take as the time when Mr Salim Essa left?

MR SINGH: No.

CHAIRPERSON: Ja, because that seems on the face of this - of it to undermine the point you were making.

MR SINGH: But Mr Chair, as you were - let us say, moving back in terms of your timeline, in terms of saying, did you book one last year or did you book one the year before.

I think that is the general point that I was trying to make, is that even as early as or as late as last year, if I had booked with them and if he is not here, then who was
10 guarantee. So that is the point that I was trying to make.

CHAIRPERSON: But do you regard last year as a time when he had left the country?

MR SINGH: Yes, Mr Chair based on media, it is common cause that his left.

CHAIRPERSON: Yes, but your understanding is that he left roundabout when?

MR SINGH: Chair, I would not speculate.

CHAIRPERSON: But you say, definite last year – by last year he had left.

20 **MR SINGH:** Yes.

CHAIRPERSON: By beginning of last year, maybe?

MR SINGH: Mr Chair, I would be speculating but I know, Mr Chair, my point that I am trying to make is, if it is that these guarantee facilities were what were available, I am saying I did not enjoy those facilities through Mr Essa.

CHAIRPERSON: Yes, okay alright.

ADV SELEKA SC: But Chair, just before we adjourn.

CHAIRPERSON: Ja.

ADV SELEKA SC: And we will adjourn, Mr Singh, you then cannot - and I think you have to accept that you cannot use the general statement as a point of criticism in relation to this affidavit.

MR SINGH: No but if you - that is why I said - that is why I requested for the Chair, to allow me the indulgence of
10 dealing with it holistically. So all of these things will be put into context, as we are going to deal with these issues individually and you are going to get to a point where you are going to ask me this question.

ADV SELEKA SC: No, but you are not addressing what I am saying to you, you cannot use your general statement, which you said it is as a point of criticism in relation to this affidavit. Do you accept that?

MR SINGH: I accept that Mr Chair.

ADV SELEKA SC: Yes, Chair we can take a lunch
20 adjournment.

CHAIRPERSON: Okay, let us take the lunch adjournment it is twenty past one, we will resume at twenty past two.

ADV SELEKA SC: Thank you, Chair.

CHAIRPERSON: We adjourn.

INQUIRY ADJOURNS

INQUIRY RESUMES

ADV SELEKA SC: Thank you Chairperson. Chairperson I was conveying to Mr Singh and my learned friend that I have endeavoured to obtain Mr Singh's affidavit to the Transnet work stream specifically on his travels between Joburg and Dubai. I have arranged that the Chairperson's bundle on the same be delivered in due course I would do the comparison between the...

CHAIRPERSON: Ja.

- 10 **ADV SELEKA SC:** What the agent is saying what Mr Singh has responded to the Eskom work stream. The Transnet work stream.

CHAIRPERSON: Just repeat that last point.

ADV SELEKA SC: In due course when we have the – when the Chairperson's file is here I have for Mr Singh we will then do the comparative specifically in the – in regard to the dates of travel.

CHAIRPERSON: Oh is there an affidavit by Mr Singh detailing his official flights while he was at Transnet?

- 20 **ADV SELEKA SC:** Those could be – and that affidavit is submitted to the commission under the Transnet work stream. Yes.

CHAIRPERSON: But just for the sake of clarity Mr Singh with regard to paragraph 22.1 can we – can we take it that you are saying you did travel from Dubai to Johannesburg on

that date or around that date? What you are denying is that you had asked Travel Excellence to make that booking or that you had asked anybody to ask Travel Excellence to make that booking, is that correct?

MR SINGH: That is correct Mr Chair.

CHAIRPERSON: Okay alright. Okay.

ADV SELEKA SC: Thank you. So that 8 June 2014 Mr Singh. Then the other aspect of the paragraph which is the last that is in relation to the payment. Ms Suleiman says:

10 “I cannot recall whether I spoke to Mr Essa
or Mr Singh but one of the two gentlemen
phoned me to tell me a driver would be
dropping off money in cash to settle the
invoice which indeed took place. I attach
hereto the cash receipt dated 16 July 2014
and that is attached as SS3 subsequently
deposited the money into our bank account
on the same date.”

20 So let us go to SS3 on page 1565.14 and what we
see there is a document she calls it a cash receipt dated 16
July 2014 your name appears there Mr Anoj Singh and the
amount is written out in words nine thousand one hundred
rand, invoice number, the number is given 85A587236 and
the amount in numerics R9100.00 cash paid to Samira.

Your comment on the allegations in this regard Mr

Singh?

MR SINGH: Mr Chair I have not – I have no recollection of this invoice. I deny that this invoice was made out to me. There will be no reason for me to pay for this invoice. And Mr Chair if you look at the – the – sorry not the invoice the receipt. Mr Chair even if you look at these receipts and they pervasive throughout they relatively rudimentary receipts. I could have got a receipt book and written this invoice myself I mean receipt.

10 **CHAIRPERSON**: Okay just repeat the point you make about the receipts ja I think your – try and speak up a bit.

MR SINGH: I said Mr Chair I denied that this receipt was made out in my name. I did not receive this receipt.

CHAIRPERSON: Yes.

MR SINGH: It does not bear any signature of mine or the purported driver or anybody.

CHAIRPERSON: Yes.

MR SINGH: From who this cash was purportedly received from.

20 **CHAIRPERSON**: Yes.

MR SINGH: Secondly Mr Chair if I denied the fact that I request this booking to be made in the first place. There is no reason for this receipt to be made out in my name.

CHAIRPERSON: Ja no I – I understand that. As I understand her evidence in her affidavit she does say that

there were times when you would arrange with her that you would send a driver to give her cash to settle some of the invoices. Now you have said that you know her. You have said that you know Travel Excellence. You have said that you did make bookings – you did ask them to make bookings for you at times because it may be that you also asked other agents at other times. Is that correct?

MR SINGH: That is correct Mr Chair.

CHAIRPERSON: Yes. Now in regard to those occasions
10 when you had requested her to make bookings for you would you receive invoices from her? Would she send you invoices and would you receive them?

MR SINGH: Mr Chair I think occasionally I would receive them.

CHAIRPERSON: Yes.

MR SINGH: Via Whatsapp.

CHAIRPERSON: Yes.

MR SINGH: If I recall correctly but I do not recall (inaudible).

20 **CHAIRPERSON:** Yes. Okay but at some stage or another you would know what you – what you owed them?

MR SINGH: Mr Chair yes.

CHAIRPERSON: Yes. And how did you pay them? Did your method of paying them ever include sending a driver to pay them in cash?

MR SINGH: Mr Chair I certainly paid through voyager miles sometimes there were credit card payments that I had made.

CHAIRPERSON: Ja.

MR SINGH: There was cash payments that I made but I do not recall my driver going to settle any of these.

CHAIRPERSON: Is your recollection that all payments you made that include – included cash payments even if there were – or let me ask were there some payments you made in cash?

10 **MR SINGH:** Mr Chair I think I recall some of them but I do not recall which ones exactly.

CHAIRPERSON: Oh okay and would you have any recollection as to whether it was something quite usual for you to do namely to pay in cash even though sometimes you paid by other means?

MR SINGH: I would – I would think Mr Chair it was not unusual.

CHAIRPERSON: It was not unusual. Okay. Okay alright so she – she says here a driver was – you know was sent to
20 drop the cash. So you are saying although you accept that sometimes you did pay in cash but you say – you say you never sent a driver or are you saying you are not sure whether you might at some stage or another sent a driver with cash?

MR SINGH: Mr Chair on this particular invoice I am saying

there was no need for me to pay this because I did not request it.

CHAIRPERSON: No, no I accept – I accept that that is what you say in regard to this invoice.

MR SINGH: Yes.

CHAIRPERSON: I am talking about those that you acknowledge would have been your invoices because you would have requested her to make the payment – to make the bookings for you?

10 **MR SINGH:** Okay Sir so the question is...

CHAIRPERSON: In regard to those bookings which you had requested her to make for you.

MR SINGH: Yes Mr Chair ...

CHAIRPERSON: Where you had to pay are you saying that there was never an occasion when you would have sent your driver to pay her in cash or are you saying you are not sure whether at some or other stage you may have sent a driver to pay her in cash or you say whenever I paid – you paid you paid her yourself even if it was in cash?

20 **MR SINGH:** Mr Chair I – look – from a driver perspective I am probably referring to our previous conversation in terms of the Transnet driver. But I think in this case Mr Chair I think you asking the question did a third party sometimes pay whether it be a driver or relatives or...

CHAIRPERSON: At your instance.

MR SINGH: At my instance yes.

CHAIRPERSON: Yes, yes. Is the answer yes?

MR SINGH: Yes.

CHAIRPERSON: Oh but whether it was a driver or not...

MR SINGH: I...

CHAIRPERSON: You are not sure.

MR SINGH: I am not sure.

CHAIRPERSON: Do you recall whom – who else you might have asked to go and pay for you in cash if it was not your
10 driver?

MR SINGH: As I said Mr Chair.

CHAIRPERSON: Or is it something you cannot remember?

MR SINGH: It might have been – it might have been a family relative or it may have been acquaintances.

CHAIRPERSON: Oh it would not be somebody from work?

MR SINGH: No.

CHAIRPERSON: Ja. Okay alright. Mr Seleka.

ADV SELEKA SC: Thank you. Mr Singh when you refer to your driver is this a personal driver?

20 **MR SINGH:** Sorry Mr – Sorry Sir.

ADV SELEKA SC: When you refer to your driver are you referring to your personal driver?

MR SINGH: No I was clarifying the Chairperson's question so that the response that I gave to the Chairperson in terms of saying no it was not my driver.

ADV SELEKA SC: Yes.

MR SINGH: I was referring to the allocated driver from Transnet.

ADV SELEKA SC: Oh it an allocated driver from Transnet. Chairperson I believe the file is here and I think I should complete every section also by reference to it.

CHAIRPERSON: Ja.

ADV SELEKA SC: That is Transnet's Bundle 5(b). We have a copy for Mr Singh.

10 **CHAIRPERSON:** Okay.

ADV VAN DEN HEEVER: Chairperson is there copies for us too because we did not know that this is going to be dealt with today.

CHAIRPERSON: Yes. Is there a copy for Mr Singh's counsel?

ADV SELEKA SC: Yes there is.

CHAIRPERSON: Okay alright.

ADV SELEKA SC: Page

CHAIRPERSON: I guess you will need to have both files?

20 **ADV SELEKA SC:** Yes Chair.

CHAIRPERSON: To compare.

ADV SELEKA SC: Yes Chair.

CHAIRPERSON: Okay what page in the bundle?

ADV SELEKA SC: Page 426. 426 is a page in the 10.6 Directive – 426 – 426. I think it has that flag – the orange

flag. So it is (inaudible).

CHAIRPERSON: Sorry just repeat Mr Seleka whose affidavit are we looking at now at the Transnet Bundle 5 at page 426?

ADV SELEKA SC: Yes. Chairperson we are going to look at two documents.

CHAIRPERSON: Ja.

ADV SELEKA SC: The one is the 10.6 – Regulation 10.6 directive issued to Mr Singh requesting him to provide information to the commission on certain aspects. The page
10 reference I have now given is the page in that 10.6 directive as page 426.

CHAIRPERSON: Okay. Alright.

ADV SELEKA SC: We will then also refer to the affidavit of Mr Singh responding to their request in terms of the directive.

CHAIRPERSON: Okay.

ADV SELEKA SC: So the first – the page I have referred to is 426 paragraph 113 he has been asked to provide information relating to local and international trips that
20 appear to have coincided with trips by members of the Gupta family and their associates inter alia for present purposes Chairperson 1.13.3.

A return trip to Dubai between 3 June 2014 and 8 June 2014 that is the reason why...

CHAIRPERSON: I am sorry – I am sorry. I thought you said

1.13.3?

ADV SELEKA SC: No 1.13.2.

CHAIRPERSON: Oh okay. A return trip to Dubai between 3 June 2014 and 8 June 2014 yes.

ADV SELEKA SC: Yes. That we – we referring to 8 June 2014 because of – it coincides with the date in the Ms Suleiman's affidavit.

CHAIRPERSON: Yes. The first trip of 4 June 2014. You shared a return flight with Mr Rajesh Kumar Gupta on Flight
10 EK763. The following individuals were in Dubai during the same period. Mr Sanjay Grover, Mr Paul 00:15:24, Mr Iqbal Shama, Mr Selwyn Christin, Mr Zuwitley, Mr Vikas Sagar, Mr Rajesh Kumar Gupta, Mr [?] Edwin Sodi and Mr Kamal Vasram. Now the response...

CHAIRPERSON: So the allegation he was asked to deal with then allegation that he had a trip – he was not – he had a return trip to Dubai and back between 3 June 2014 and 9 June 2014 and that he shared that flight with Mr Rajesh Kumar Gupta and the flight number is given.

20 **ADV SELEKA SC:** Yes.

CHAIRPERSON: And that during that same period when he was in Dubai a number of people mentioned there were also in Dubai that is what the allegation says?

ADV SELEKA SC: Correct Chair.

CHAIRPERSON: Okay.

ADV SELEKA SC: Mr Singh's response to that on page 480
- 480.

MR SINGH: 480.

ADV SELEKA SC: 480 that is...

CHAIRPERSON: In the same bundle?

ADV SELEKA SC: In the same bundle that is Mr Singh's
affidavit of the 2nd of February 2021. 480 the same bundle.

MR SINGH: I do not have it.

CHAIRPERSON: Somebody must just assist Mr Singh to find
10 the page. It is your affidavit where it says At paragraph
1.18.2 at the top.

MR SINGH: I have until 476.

CHAIRPERSON: Oh you do not have all the pages?

MR SINGH: Yes.

CHAIRPERSON: Okay.

ADV SELEKA SC: I think Mr Singh's file has been
regularised.

CHAIRPERSON: Have you found the right page Mr Singh?

MR SINGH: Yes Mr Chair.

20 **ADV SELEKA SC:** Yes. So the – Mr Singh then responds
paragraph – at paragraph 1.13.2 return trip to Dubai and he
gives the date in brackets 47 says:

“I deny I travelled on a return trip to Dubai as
alleged in this paragraph.”

And then 48 he says:

“Regarding the aforesaid date I wish to state that”

48.1

“I left South Africa on 3 June 2014 I only entered Dubai on 6 June 2014, I exited Dubai on 8 June 2014.”

And then he says further:

10 “Between 4 June 2014 and the 6 June 2014 I travelled between Frankfort and Heathrow airports.”

But relevant for present purposes Chair is 48.3 which is I existed Dubai.

CHAIRPERSON: Yes, Yes

ADV SELEKA SC: On 8 June 2014.

CHAIRPERSON: Yes. I think for the sake of completeness Mr Singh can we take it that when you exited Dubai on 8 June 2014 you returned to Johannesburg?

MR SINGH: That is correct.

CHAIRPERSON: Okay alright. Okay Mr Seleka.

20 **ADV SELEKA SC:** So then Mr Singh it is either a coincidence or divination on the part of the travel agent that they arrange your trip from Dubai to Johannesburg on the same date 8 June 2014?

MR SINGH: Sorry Sir I got the first part I did not hear your second part.

ADV SELEKA SC: Oh.

CHAIRPERSON: Just repeat your – what you are putting to him.

ADV SELEKA SC: Yes. So I am saying and you will comment it is either a coincidence or divination on their part that they arranged your return trip from Dubai to Johannesburg on the same date 8 June 2014. Your comment?

MR SINGH: Sorry it is the meaning of your word in your
10 second...

CHAIRPERSON: Oh divination.

ADV SELEKA SC: Oh. Ja my learned friend (inaudible – laughing). Maybe she can explain what divination means.

CHAIRPERSON: No explain yourself Mr – do not shift the responsibility.

ADV SELEKA SC: Divination that means Mr Singh they would have known by some supernatural powers that you were travelling and travelling from Dubai not from Cape Town to Johannesburg on this very date of 8 June 2014.

20 **MR SINGH:** Well Mr Chair I think for the purposes of this discussion what is important is also paragraph 48.4 of the said affidavit on page 480 is that between and 4 and 8 I travelled between Frankfort and Heathrow. 49 says:

“To the best of my recollection the aforesaid travel relates to business travels.”

CHAIRPERSON: I am sorry just repeat that last sentence.

MR SINGH: Okay so 48.4.

CHAIRPERSON: Ja

MR SINGH: Basically says that I was travelling in June between the dates of 4 and 6 between Frankfurt and Heathrow.

CHAIRPERSON: Yes.

MR SINGH: So 49 basically then says

10 “To the best of my recollection the aforesaid
 travel related to business travel.”

CHAIRPERSON: Yes.

MR SINGH: So as I originally said Mr Chair the issue is that I was actually travelling on business there was no need for me to have this. I was not requested.

CHAIRPERSON: Yes but Mr Seleka’s point is this. If you did not ask Travel Excellence – if you did not tell them you were going to be travelling from Dubai to Johannesburg on the 8th of June 2014 and if you never asked anybody to tell them or to make a booking for you to travel from Dubai to
20 Johannesburg on the 8th of June 2014 how would they have known your – how would they have known that you were going to be travelling from Dubai to Johannesburg on that date? How would – how could they get it so right?

MR SINGH: Well Mr Chair I am not too sure maybe it is a coincidence for the word that you used 00:24:24:07.

Because you – Chair.

CHAIRPERSON: Do you think they have supernatural powers to know this?

MR SINGH: Maybe – as you will see throughout the affidavit Mr Chair some supernatural powers was at play. But on her own version Mr Chair at her affidavit on – she actually says:

“I cannot recall who made the request.”

CHAIRPERSON: Yes.

MR SINGH: This is Ms Suleiman who is saying it.

10 **CHAIRPERSON:** Yes, ja but she is saying between you and Mr Essa she is not sure who made the request but it is one of you.

MR SINGH: Well Mr...

CHAIRPERSON: As I understand what she is saying.

MR SINGH: Then she must state that 00:24:46 because that is not the way I interpret it.

CHAIRPERSON: Hm.

MR SINGH: This is not the way I interpret it.

CHAIRPERSON: Let – let us see it – is that at 221 ha?

20 “I cannot recall whether I spoke to Mr Essa or Mr Singh.”

Is that where –

MR SINGH: 22.3.

CHAIRPERSON: Oh I cannot recall who made the request. Oh okay no I was – I had in mind the latter part of the

affidavit.

MR SINGH: Yes.

CHAIRPERSON: Ja but my understanding based on her affidavit is that when she says she cannot recall even when – where she does not mention whether it was you or Mr Essa my understanding is that she is talking about you and Mr Essa because throughout her affidavit the only person – the only persons who used to make requests for your travels were either you or Mr Essa. So in that context I understand
10 her to be – when she says I cannot recall I am – I understand her to be saying that but it may be that you are right we should not be thinking about those – any of those two maybe somebody else but she as far as I recall she never anywhere else never says in her affidavit somebody else other than either yourself or Mr Essa would request that.

MR SINGH: Well Mr Chair it goes back to Ms Suleiman's recollection of the events that took place six years ago or seven years ago. Because if you then take paragraph 22.2
20 and I know I am jumping ahead.

CHAIRPERSON: Ja.

MR SINGH: Advocate Seleka but apologies for that. If you look there she says a booking was requested by Mr Singh's partner.

CHAIRPERSON: Okay, yes.

MR SINGH: Ms 00:26:39.

CHAIRPERSON: Ja so sometimes it would be somebody else.

MR SINGH: But the point is.

CHAIRPERSON: Ja.

MR SINGH: That request was never made by (inaudible).

CHAIRPERSON: Okay, okay, no, no that is...

MR SINGH: And that comes back to the point of the recollection of events.

10 **CHAIRPERSON:** Ja.

MR SINGH: By Ms Suleiman.

CHAIRPERSON: Yes but let us find – let us complete our understanding about what your response is in regard to you. I think relating to the 8th of June 2014. Am I right to say in the end you saying well it must be – it must have – it must be a coincidence that she got that right or as you say maybe she had some supernatural powers because indeed you were – you did travel from Dubai to Johannesburg on the date that you did.

20 **MR SINGH:** Well Mr Chair based on the information that I had it would seem like it is a coincidence because I am not able to say whether it is – well I do not think I can categorically state that Mr Essa did not request that.

CHAIRPERSON: Just repeat that sentence.

MR SINGH: I said I can categorically state that Mr Essa

would have not requested travel.

CHAIRPERSON: On your behalf?

MR SINGH: Not on my behalf.

CHAIRPERSON: Ja okay. Mr...

ADV VAN DEN HEEVER: Chairperson sorry maybe it is important Mr Singh eluded to it earlier that ticket was voided it seems not to have been used. And I think it is an important factor to take into account too.

CHAIRPERSON: Yes no, no, no that might be so. At this
10 stage he was dealing with my question as well as Mr Seleka's question of how come they – this travel agent had this information correct if Mr Singh was not the one who told them about his travelling or somebody that Mr Singh had asked to tell them. That – that was what we are dealing with. Mr Seleka.

ADV SELEKA SC: Thank you Chair. And to that point raised we should equally look at the – the receipts of the R9100.00 cash payment together with that ticket. But Chair
20 part of 21 of Ms Suleiman's affidavit it may well also be something you had in mind it says from – so they get introduced Mr Anoj Singh they say gets introduced to them and paragraph 21 says:

“From there onwards we had received requests from either Mr Essa or from Mr Singh directly to book flights for them.”

So I mean it still carries the idea you had it is either from Mr Singh or from Mr Essa. There is only that one incident where they say is Mr Singh's partner who did the request but generally it seems to be the theme. So Mr Singh paragraph 49 of your affidavit that you submitted.

CHAIRPERSON: Before you go there Mr Seleka ask this question to Mr Singh with reference to paragraph 20 of Ms Solomon's affidavit. She says Mr Essa introduced you, Mr Singh, to her during 2014. She says prior to that she had
10 never met him. Now do you recall whether, in terms of your own dealings with her, you had met her at any time before 2014?

MR SINGH: No, Mr Chair.

CHAIRPERSON: No. So do you know whether ...[intervenes]

MR SINGH: Well ...[intervenes]

CHAIRPERSON: Is your recollection that it may have been in 2014 that the two of you met or would it have been after, on your recollection? You meeting her – let us leave
20 out Mr Salim Essa for now. Just in terms of your own dealings with her.

MR SINGH: In terms of... Mr Chair, I do not recall this meeting of 2014, certainly by Mr Essa, as I have said. So your question is?

CHAIRPERSON: So my question is. Because you have

said that you have had your own interactions with her.

MR SINGH: Yes.

CHAIRPERSON: Because you did make – ask her to make bookings for you and you did settle your invoices. So I am asking. In terms of your own recollection. Are you able to say whether you met her for the first time or started dealing with her for the first time in 2014 or after 2014? Because you have said that it was not before 2014.

MR SINGH: Mr Chair, I think the term dealing with her is
10 probably more appropriate.

CHAIRPERSON: H'm?

MR SINGH: I think it would have been probably in and around this time but certainly not 2012 or 2010.

CHAIRPERSON: You think it may have been 2014 sometime?

MR SINGH: Sometime.

CHAIRPERSON: Okay, no, that is fine. Now the question that arises because I think you were quite emphatic and you must tell me if I misunderstood you. You were quite
20 emphatic that you were not introduced by Mr Essa to her. Is that right?

MR SINGH: That is correct, sir.

CHAIRPERSON: Yes. Your dealings with her from the time you started up to now, the relationship has – the business relationship between you and her has been fine.

There had been no issues?

MR SINGH: No, sir.

CHAIRPERSON: H'm. Do you know why she would say you were introduced to her by Mr Salim Essa if actually that was not – it is not what happened?

MR SINGH: Mr Chair, I would be speculating.

CHAIRPERSON: You would not know?

MR SINGH: [No audible reply]

CHAIRPERSON: Okay alright. Mr Seleka.

10 **ADV SELEKA SC**: Yes. Thank you, Chair. I was going to ask you, Mr Singh, about your paragraph 49 in the affidavit. I see there ...[intervenes]

CHAIRPERSON: That is now Mr Singh's affidavit in Transnet Bundle 5?

ADV SELEKA SC: Correct, Chair.

CHAIRPERSON: Page 840.

ADV SELEKA SC: Four, eight... Yes.

CHAIRPERSON: Yes.

ADV SELEKA SC: Five in Bundle B.

20 **CHAIRPERSON**: Yes, continue.

ADV SELEKA SC: Were you say:

“To the best of my recollection, the aforesaid travels related to Transnet business...”

I am intrigued by the phrase to the best of my recollection which seems to suggest that you are not certain about

what you are saying.

MR SINGH: Look, Mr Chair, I think when I – when we drafted this wording we had access to the official travel records from Transnet which we had requested from the Commission which indicated to us that this trip, basically, was a business trip.

CHAIRPERSON: Is your answer, therefore, yes to Mr Seleka's question or is it a no? He is asking you whether the reason why you said to the best of your
10 recollection is the reason why you said that that you were uncertain whether the trips were for Transnet business?

MR SINGH: No, sir.

CHAIRPERSON: You were not – you are certain?

MR SINGH: Yes, sir.

CHAIRPERSON: Okay. Mr Seleka.

ADV SELEKA SC: Yes. So is there a reason why... Sorry. Are you saying you relied on documents from Transnet provided to you by the Commission?

MR SINGH: Yes, sir.

20 **ADV SELEKA SC**: Is there a reason why you used the words to the best of your recollection as opposed to, this document show that I travelled on a Transnet business trip?

MR SINGH: Well, not really.

CHAIRPERSON: In other words, what Mr Seleka is saying

is. He would have expected you, if you were relaying on the documents you are talking about, he would have expected you to say, according to these documents and you mention them, you were on Transnet business trips.

MR SINGH: Okay, Mr Chair, maybe a better choice of words would have been appropriate.

CHAIRPERSON: Just repeat that, please.

MR SINGH: I said, in that case, maybe a better choice of words would have been appropriate.

10 **CHAIRPERSON**: H'm, okay.

ADV SELEKA SC: H'm. Yes.

CHAIRPERSON: Mr Seleka.

ADV SELEKA SC: Thank you, Chair.

CHAIRPERSON: In other words – you know, the point is, when you say to the best of your recollection, it does not give the impression that you are basing it on documents.

MR SINGH: I think ...[intervenes]

CHAIRPERSON: It is like you are basing it on your memory.

20 **MR SINGH**: Memory, h'm.

CHAIRPERSON: Okay.

ADV SELEKA SC: Yes-no, that is correct because if the documents – if – but I will find out – if the Commission gave you the documents that show what you are saying, the question is also, why would they ask you this question

that you should explain the trips to Dubai between 20 June 2014 to 8 June 2014?

ADV VAN DEN HEERDEN: Chairperson, I assume Mr Seleka is now speculating as to reasons why things were done.

CHAIRPERSON: I think ...[intervenes]

ADV VAN DEN HEERDEN: The issue was about counting(?)... In fact, without... my learned friend must look at the 10.6 and then he will understand.

10 **CHAIRPERSON:** No, no, no. I think Mr Singh can deal with the question. Mr Singh, what do you want to say in response to what Mr Seleka says or do you have no ...[intervenes]

MR SINGH: Chair... [Speaker is not clear.]

CHAIRPERSON: He is saying it is strange – it will be strange that they asked you to explain your trip from Dubai or to Dubai in circumstances where the documents that they showed you reflected that it was a Transnet business trip. That is what he is saying. Do you want to comment
20 on that?

MR SINGH: Yes, Mr Chair.

CHAIRPERSON: H'm?

MR SINGH: It is quite simple. It says – if you look at 48.1, it says:

“I left South Africa on 03. I entered Dubai on

06. I existed on 08. Between 04 and 06, I travelled between Frankfurt and Heathrow Airports...”

So from whatever the information was lost(?). I do not know where they got the information from. Indeed that I did travel to Dubai between these dates and I guess that is why they have asked me.

CHAIRPERSON: Just hang on one second, Mr Singh. Are you able to hear him well?

10 **ADV VAN DEN HEERDEN:** I was going to say that we cannot hear at all.

CHAIRPERSON: [laughs]

ADV VAN DEN HEERDEN: He needs to move nearer to the microphone.

CHAIRPERSON: Ja, you see Mr Sing. You – there are two people you want to make sure they hear you. It is me and your counsel.

MR SINGH: Okay.

CHAIRPERSON: [laughs]

20 **MR SINGH:** Okay let me rearrange my ...[intervenes]

CHAIRPERSON: If Mr Seleka does not hear you, you can deal with that. [laughs]

ADV SELEKA SC: [laughs]

MR SINGH: [laughs] Okay Mr Chair.

CHAIRPERSON: I must hear you and your counsel

because your counsel needs to protect you. [laughs] And I need to make a finding about what you are saying.

MR SINGH: Okay, Mr Chair, is this better?

CHAIRPERSON: Ja. I think that is better, ja. But after some time, you might find that you ...[intervenes]

MR SINGH: No, it is because of these files.

CHAIRPERSON: Ja, okay alright.

MR SINGH: So maybe I should put one on this side.

CHAIRPERSON: Ja, just see how you – I am sorry, the
10 space is very limited but just do your best.

MR SINGH: Yes.

CHAIRPERSON: Okay. Ja, he needs both. You see the counsel has to use this room and I would not need to use such big files. But that is fine. [laughs] His space is limited.

MR SINGH: I think this will be better...

CHAIRPERSON: Okay alright, ja. Okay. You remember the proposition?

MR SINGH: Oh, yes. I was – Mr Seleka wanted to know
20 why the Commission asked me ...[intervenes]

CHAIRPERSON: Why it would have asked you to explain this trip, if from the documents that they showed you, it was clear that it was a Transnet business trip.

MR SINGH: Well, Mr Chair, it was not – they did not show me the documents.

CHAIRPERSON: Oh, okay.

MR SINGH: Yes. So they put this to us in a 10.6 Notice, right?

ADV SELEKA SC: Yes.

MR SINGH: In a 10.6 Notice.

CHAIRPERSON: Yes.

MR SINGH: Given the fact that they had put it to us, we then requested the information.

CHAIRPERSON: Yes, okay.

10 **MR SINGH:** To understand whether these trips were either personal or private or business or private trip.

CHAIRPERSON: Ja, but you requested the documents from the Commission?

MR SINGH: That is correct, sir.

CHAIRPERSON: Okay. So they did have the documents at some stage? They provided them to you?

MR SINGH: Well, Mr Chair, I think we got the 10.6.

CHAIRPERSON: Ja.

MR SINGH: We then requested the information?

20 **CHAIRPERSON:** H'm?

MR SINGH: Whether they had it or whether they asked it from Transnet after our request, I am not too sure.

CHAIRPERSON: Ja. But they ultimately gave it to you?

MR SINGH: Yes.

CHAIRPERSON: Okay alright. So is the point that you

are making that at the time they asked you to explain, they might not have had those documents? They might have got those documents after you made the request?

MR SINGH: I do not know Mr Chair.

CHAIRPERSON: Yes.

MR SINGH: But it would seem so.

CHAIRPERSON: Ja, okay alright.

MR SINGH: Well, Mr Chair, if you look – I can take you further, for example.

10 **CHAIRPERSON**: H'm?

MR SINGH: If you look at the sub – just go to paragraph 54 on page 481.

ADV SELEKA SC: Is that of your affidavit?

MR SINGH: Of my affidavit, yes.

ADV SELEKA SC: Okay.

MR SINGH: You see, they asked me to explain a return trip to Hong Kong on 30 June to 03 July. Now again, in that – if you look at that, again it is a business trip to – basically the Commission had thought that I had a return
20 trip to Hong Kong, relating to... return to Hong Kong. It was a business trip to China that was via Hong Kong. So the ...[intervenes]

CHAIRPERSON: Ja.

MR SINGH: So the – I do not know if I am answering your question?

CHAIRPERSON: Ja, no, no. I think, in effect, you are saying you do not know but what you do know – you do not know when they had the documents in their possession. That is the Commission. What you do know is that they sent you a 10.6 directive and in that 10.6 directive, you were asked to explain this trip. You requested information. They provided you with information.

MR SINGH: Yes.

CHAIRPERSON: You do not know at what stage they were
10 in possession of the information?

MR SINGH: Or the more to be hand – asking these questions in the 10.6. I was not aware of that.

CHAIRPERSON: [laughs]

ADV SELEKA SC: [laughs]

ADV VAN DEN HEERDEN: Chairperson, sorry. I again – I need to again just raise my concern in the context.

CHAIRPERSON: Ja?

ADV VAN DEN HEERDEN: You have to look, with the greatest of respect, at paragraph 1.30. When these
20 questions about the trips are asked, they are asked against the following questions. It starts off:

“The frequency and the reasons for to the...”

Then it goes:

“Information relating to local and international trips that appear to have coincided by trips of

members by the Gupta family and their associates inter alia...”

So it is against that background that there is then questions asked about the trips. So the proposition put forward by Mr Seleka is. They knew about these trips and they must have known that it was official work trips. Why would they ask him? It is not a valid point. It is asked in a specific context.

CHAIRPERSON: Yes, but you can re-examine on it when
10 you re-examine. Okay. Mr Seleka, let us continue.

ADV SELEKA SC: Thank you, Chair. Mr Singh, then let us go back to Ms Solomon’s(?) affidavit. Paragraph 22.2.

“The booking was requested by Mr Singh’s partner, Ms Saline Make(sic)...”

Is that pronounced correctly?

MR SINGH: We will accept it for now. Nike.

ADV SELEKA SC: Oh, Nike. [laughs] Is that your partner?

MR SINGH: Sorry?

20 **ADV SELEKA SC:** Is that your partner?

MR SINGH: It is my current wife.

ADV SELEKA SC: Is that your current wife?

MR SINGH: Ja.

ADV SELEKA SC: Coincidence or divination?

MR SINGH: Neither.

CHAIRPERSON: What is that now, Mr Seleka? [laughs]

ADV SELEKA SC: Chair ...[intervenes]

CHAIRPERSON: You and Mr Singh, you are getting to talk about things that we are not.. [laughs] But ...[intervenes]

ADV SELEKA SC: That sentence, Chair. I was simply confirming with Mr Singh that Ms Salina Nike is the partner. He confirms it is his current wife.

CHAIRPERSON: Ja?

ADV SELEKA SC: So I was asking whether, is it a
10 coincidence or a divination?

CHAIRPERSON: That they knew about that?

ADV SELEKA SC: Yes.

CHAIRPERSON: Oh, okay. And what was the answer, Mr Singh.

ADV SELEKA SC: He says ...[intervenes]

CHAIRPERSON: Neither of the above?

MR SINGH: No, Mr Chair.

CHAIRPERSON: H'm?

MR SINGH: Ms Solomon knew that Ms Nike was my
20 partner.

CHAIRPERSON: Because you dealt with her?

MR SINGH: Yes.

CHAIRPERSON: Ja. Okay.

ADV SELEKA SC: Oh, okay.

CHAIRPERSON: Okay. But I did not hear you give that

answer when the two of you were talking.

MR SINGH: No, I thought he was asking the question with tongue in cheek.

CHAIRPERSON: [laughs] Oh, okay. Maybe he was.

ADV SELEKA SC: I was.

CHAIRPERSON: [laughs]

ADV SELEKA SC: I did.

CHAIRPERSON: Alright, let us continue.

ADV SELEKA SC: So.

10 “Ms Salina Nike for Mr Singh and her flight from Johannesburg on 6 August 2014 to Dubai and back to Johannesburg on 12 August 2014. Mr Singh and his partner were issued with ticket number...”

And the numbers are given, two numbers.

“...respectively. See SS-5.

The total cost was R 60 000,00 which was charged to Mr Essa’s account...”

And it is: See SS-6.

20 “Mr Essa settled this via EFT to my Nedbank account. See SS-6.1.

I subsequently transferred this from my Nedbank account to the account of Travel Excellence also attached here to the receipt issued on 6 August 2014...”

Mr Singh ...[intervenes]

CHAIRPERSON: I guess the first question is whether you and your partner undertook that trip to those destinations and back.

MR SINGH: [No audible reply]

CHAIRPERSON: Mr Singh.

ADV SELEKA SC: Yes.

MR SINGH: Sorry, Mr Chair.

CHAIRPERSON: Ja?

10 **MR SINGH:** I was just getting that name. So I am going to keep this file here but I am going to try and get close to the...

CHAIRPERSON: Okay. No, that is fine. Just do what will make you comfortable Mr Singh.

MR SINGH: Mr Chair, the first point to be made is that Ms Suleiman is mistaken in her recollection. So Ms Nike did not request this 6th of August 2014.

CHAIRPERSON: This booking?

MR SINGH: This booking.

20 **CHAIRPERSON:** Yes.

MR SINGH: Ms Nike, in fact, requested a booking in August 2015.

CHAIRPERSON: August 2015?

MR SINGH: 2015.

CHAIRPERSON: Not 2014?

MR SINGH: Not 2014.

CHAIRPERSON: Okay?

MR SINGH: Which also was cancelled and not used.

CHAIRPERSON: Was not pursued?

MR SINGH: It was not.

CHAIRPERSON: Ja.

MR SINGH: It was booked, it was cancelled but it was –
so it was cancelled.

CHAIRPERSON: Ja.

10 **MR SINGH**: We never used it.

CHAIRPERSON: Okay.

MR SINGH: So Ms Solomon's recollection in terms of who
requested this flight is incorrect.

CHAIRPERSON: Okay.

MR SINGH: On the 6th of August 2014, however, we did
fly to Dubai.

CHAIRPERSON: H'm?

MR SINGH: And I requested that flight. So from that
perspective, that is the state of the paragraph 22.2.

20 **CHAIRPERSON**: H'm. So is your response that, one,
Ms Solomon is mistaken in saying it was your partner who
requested that she make that booking but that the position
is that you asked her to make the booking, numbers 2 and
3. You and your partner did travel, fly from Johannesburg
on 6 August 2014 to Dubai and back to Johannesburg on

12 August 2014. That part, you say, is correct?

MR SINGH: That is correct, sir.

CHAIRPERSON: Okay alright. And with regard to the ticket numbers, you do not dispute those even though you might not recall whether those are the correct numbers?

MR SINGH: I was just going to say, Mr Chair, if I recall, those ticket numbers...

CHAIRPERSON: Sorry/

MR SINGH: If I recall, these ticket numbers that would
10 really ...[intervenes]

ADV SELEKA SC: You will be a genius.

CHAIRPERSON: [laughs]

MR SINGH: No, that second word that you used.

CHAIRPERSON: [laughs] Okay. So but the trip did happen and it was booked through or by Travel Excellence. The booking was requested by you. And then, was – did it cost R 60 000,00?

MR SINGH: Mr Chair, if you look at the invoice that Ms Solomon attaches to her affidavit.

20 **CHAIRPERSON**: Ja.

MR SINGH: Again, I do not recall this invoice off hand.

CHAIRPERSON: That is SS-6.

MR SINGH: Yes, SS-6.

CHAIRPERSON: H'm?

MR SINGH: But it seems like the number is in the ballpark

of what I recall.

CHAIRPERSON: Ja.

MR SINGH: In terms of the ticket prices and so on.

CHAIRPERSON: Yes, ja.

MR SINGH: So what is anomalous, Mr Chair, is. If you look at the invoice itself, okay? SS-6 on page 1565.17.

CHAIRPERSON: Okay I am there. Yes?

MR SINGH: So if you look at it, Mr Chair, you look at airfare and you look at airfare for Mr Singh and Ms Nike,
10 the first two lines.

CHAIRPERSON: Ja?

MR SINGH: You see it is actually R 20 000,00 and R 20 000,00. Then you have airport taxes, R 10 000,00 and R 10 000,00, coming to a balance of R 60 000,00.

CHAIRPERSON: Yes.

MR SINGH: Okay. Now when you compare that to the Serendipity Tours invoice which is on page 1565.16, the page before that.

CHAIRPERSON: Ja, h'm?

20 **MR SINGH:** You will see, Mr Chair, that there is a discrepancy in the airport taxes.

CHAIRPERSON: In respect of the airport tax?

MR SINGH: Yes, if you look on the Travel Excellence invoice it is airport taxes of R 10 000,00 and R 10 000,00 straight. Okay?

CHAIRPERSON: H'm?

MR SINGH: If you look at the invoice from Serendipity, the taxes are R 6 000,00. So, basically, if you look at the line airport taxes and airport taxes subject to that.

CHAIRPERSON: H'm?

MR SINGH: So you are basically R 6 627,00 plus 322.81. Are you there Mr Chair?

CHAIRPERSON: I am looking but I think ...[intervenes]

MR SINGH: Okay ...[intervenes]

10 **CHAIRPERSON:** I am thinking in the meantime whether we should go into the details ...[intervenes]

ADV SELEKA SC: Ja.

CHAIRPERSON: ...because you say the booking was requested by you ...[intervenes]

MR SINGH: But Mr Chair ...[intervenes]

CHAIRPERSON: ...ja.

MR SINGH: ...the point that one has to think ...[intervenes]

CHAIRPERSON: Yes?

20 **MR SINGH:** So the point I am making Mr Chair.

CHAIRPERSON: Ja?

MR SINGH: Is that there is a discrepancy.

CHAIRPERSON: Yes.

MR SINGH: Between, let us call it ...[intervenes]

CHAIRPERSON: R 60 000,00.

MR SINGH: R 60 000,00 and a source document from Serendipity.

CHAIRPERSON: Yes, yes.

MR SINGH: Now, the reason why I make that point is, Mr Chair, is. This R 60 000,00 is tied back to an EFT or a bank settlement from somebody.

CHAIRPERSON: H'm.

MR SINGH: Let us not say Mr Essa or whoever.

CHAIRPERSON: Ja.

10 **MR SINGH:** Let us just say somebody, okay?

CHAIRPERSON: Yes.

MR SINGH: Now, in – and I will – and again, when we go through each of these invoices, you will see the same pattern.

CHAIRPERSON: H'm?

MR SINGH: Is that, it is linked to some bank statement with some value and then you have an invoice that is generated that equals that but it is not supported by the actual, let us call it – for lack of a better word, external
20 invoice.

CHAIRPERSON: Ja.

MR SINGH: If this one ...[intervenes]

CHAIRPERSON: The record(?) ...[intervenes]

MR SINGH: ...in itself can be relied upon.

CHAIRPERSON: H'm.

MR SINGH: Because if you look at the date on which the Serendipity invoices are generated, they are generated on the 13th of November 2018.

CHAIRPERSON: I am sorry. Where do you see that?

MR SINGH: So if you look at 1565.16.

CHAIRPERSON: Yes?

MR SINGH: If you go right to the bottom, Mr Chair, on the bottom left-hand corner.

CHAIRPERSON: H'm?

10 **MR SINGH**: You see there, Mr Chair, there is a date.

CHAIRPERSON: 13 November 2018.

MR SINGH: And I think there is a time there.

CHAIRPERSON: Ja?

MR SINGH: As well.

CHAIRPERSON: H'm?

MR SINGH: Now ...[intervenes]

CHAIRPERSON: You regard that date as a date for what?

MR SINGH: That is what I am saying. I do not know what that date is.

20 **CHAIRPERSON**: H'm?

MR SINGH: Because if this travel happened in 2014, I would expect this invoice to be dated 2014, not 2018.

CHAIRPERSON: H'm.

MR SINGH: ...which is a duplicate(?) invoice.

ADV SELEKA SC: Which invoice Mr Singh?

CHAIRPERSON: The one at 1565 ...[intervenes]

MR SINGH: 1565.16.

ADV SELEKA SC: But the date is there in that block.

MR SINGH: Yes, but I am saying is, if you look at ...[intervenes]

ADV SELEKA SC: 31 July 2014.

MR SINGH: Yes, but if you look at the bottom.

ADV SELEKA SC: Yes?

MR SINGH: At the bottom left-hand corner, you see a
10 date of 13/11/2018.

CHAIRPERSON: But I think, Mr Singh, until we know what they say or she says this date represents, it is difficult to say much about it because there is nothing indicating what it is for. Whereas if you look at the top, you can understand that is the document number, that is date, date and that is account number... But here at the bottom, it is just a date and time. And I do not know whether the words SUP or what.

ADV SELEKA SC: Yes.

20 **CHAIRPERSON:** But otherwise there is nothing written which gives us an idea what that date represents. Maybe she can be asked to give us a supplementary affidavit and say - tell us what that date represents and then you can comment on it to see whether – what it means.

MR SINGH: No, I take that Mr Chair but again I am asked

to comment on a document that is in here.

ADV SELEKA SC: Ja.

MR SINGH: And I am telling you, from what I see, and I am commenting on the issues that you are presenting to me in terms of the documents.

CHAIRPERSON: Ja.

MR SINGH: And I take your point that maybe when she comes, she can say.

CHAIRPERSON: Yes.

10 **ADV SELEKA SC:** Ja.

MR SINGH: And maybe at the same time she can explain as to why the Serendipity invoice is 53 to 70 and her invoice is 60.

CHAIRPERSON: Just repeat that point?

MR SINGH: Sorry, Mr Chair. If you look at the Serendipity invoice the total ...[intervenes]

ADV VAN DEN HEERDEN: Chairperson, maybe my client must just, when he deals with the invoices, refer to the annexure numbers and the pages so we are all on the
20 same page.

CHAIRPERSON: Ja, let us – well, it is important to refer to, at least, the page.

MR SINGH: Sorry.

CHAIRPERSON: These pages numbers are long.

MR SINGH: Long, ja.

CHAIRPERSON: Ja.

MR SINGH: So it is 1565.16, Mr Chair.

CHAIRPERSON: Ja, okay.

MR SINGH: If you look at the invoice totals.

CHAIRPERSON: Ja?

MR SINGH: And then you will see there is a line below that says less to...

CHAIRPERSON: Yes.

MR SINGH: So it is 53 to 70.

10 **CHAIRPERSON:** H'm?

MR SINGH: Okay. So that is effectively the total that was the costs of these trips(?) from Serendipity.

CHAIRPERSON: H'm, h'm.

MR SINGH: Then you will see that the 1565.17 which is the Travel Excellence invoice, you now have an amount of R 60 000,00 in there.

CHAIRPERSON: Ja.

MR SINGH: Okay. So there is a discrepancy of R 7 000,00.

20 **CHAIRPERSON:** Ja, ja.

MR SINGH: And it is all allocated to airport taxes.

CHAIRPERSON: H'm.

MR SINGH: Which is not ...[intervenes]

CHAIRPERSON: H'm, ja. Okay.

MR SINGH: And all, Mr Chair, I would understand that,

yes, Travel Excellence has to charge for their service. So there would be a discrepancy between Serendipity and Travel Excellence.

CHAIRPERSON: Ja.

MR SINGH: But not the value of R 7 000,00.

CHAIRPERSON: Yes. Ja, she can be asked to deal with all the queries you raised insofar as they can be explained.

ADV SELEKA SC: Ja.

CHAIRPERSON: But this one, we – the point is. You
10 accept that she made the bookings for you, it was at your request for you and your partner to travel to Dubai and back on the dates given. I guess the next thing is. Did you pay her to settle whatever the invoice was, whether it was R 60 000,00 or whatever in regard to this trip?

MR SINGH: Mr Chair, I think a general comment across all of the travels ...[intervenes]

CHAIRPERSON: Are... ...[intervenes]

MR SINGH: As I said, I did pay for all of them

CHAIRPERSON: You paid for all of them?

20 **MR SINGH:** I paid for all.

CHAIRPERSON: Okay. Would ...[intervenes]

MR SINGH: In a manner I described to you...

CHAIRPERSON: Yes, would you have any proof of payment in regard to payments you made for these trips where you had requested them to make the bookings for

you?

MR SINGH: Mr Chair, I will check but I do not think so.

CHAIRPERSON: Ja. But where you made payments by way of cash because you said there would have been such occasions, they would have had to issue you with receipts, I would imagine?

MR SINGH: Yes, Mr Chair, but I do not think I kept any of it.

CHAIRPERSON: Yes. And where you have – where you
10 paid by way of EFT, that should be able to be traced in your accounts, bank accounts?

MR SINGH: Mr Chair, I think if there were occasions where that happened there would be records.

CHAIRPERSON: Sorry?

MR SINGH: I said on the occasions when those happened, there would be those records. Unfortunately, for me to go back and request them. Yes, all my bank accounts have been closed. So accessing bank records is a problem.

20 **CHAIRPERSON**: Yes, but to the extent that the Commission might be able to trace that. If your cooperation is required, you would give your cooperation?

MR SINGH: Mr Chair, we will consider... ...[intervenes]

CHAIRPERSON: You consider it?

MR SINGH: [No audible reply]

CHAIRPERSON: Ja. Because the Commission – the banks have been quite cooperative whenever the Commission has issued them with summonses to disclose certain information. They have, generally speaking, been very cooperative. Of course some it may be done without your consent but to the extent that your cooperation might be required, that is why I was asking but you have said you and your legal team would consider.

MR SINGH: Yes.

10 **CHAIRPERSON:** Ja. Okay, alright. But again, her version here is quite clear namely that it was Mr Essa who settled this invoice. She says Mr Essa paid via EFT to her Nedbank account and she subsequently transferred the money from her Nedbank account to the account of Travel Excellence. So I take it that you are not in a position to deny whether Mr Essa made some payment to her in regard to this trip and she moved the money from her Nedbank account into the account of Travel Excellence or you are saying it is one, you never asked Mr Essa to do that. Two,
20 you do not see any need why Mr Essa would have done that because he had not been involved in this booking, you had requested the booking yourself and three, you say you paid.

MR SINGH: That is correct, Mr Chair.

CHAIRPERSON: So if Mr Essa made some payment, maybe that is their own thing but you made – you settled this account [indistinct – dropping voice]

MR SINGH: That is correct, Mr Chair.

CHAIRPERSON: Yes.

MR SINGH: And Mr Chair not to forget that – and I will come back to it, the discrepancies in the invoices are a big issue.

CHAIRPERSON: Are a big issue?

10 **MR SINGH:** Are a big issue.

CHAIRPERSON: No, no, I understand that.

MR SINGH: And you will see why.

CHAIRPERSON: No, I understand that, I understand that.

ADV SELEKA SC: Ja.

CHAIRPERSON: Okay, Mr Seleka?

ADV SELEKA SC: Thank you, Chair. I just wanted to say on that aspect, Chair, it is an *inter partes* transaction. If Mr Singh says he was overcharged, he must go after Travel Excellence. The Commission, what are we going to do with
20 it?

MR SINGH: No, let us not get this incorrect, Mr Seleka. I did not say I was overcharged.

ADV SELEKA SC: Well, I am saying if you say you were overcharged.

MR SINGH: That is why I am saying, I was saying I was

not overcharged.

ADV SELEKA SC: Oh, okay.

MR SINGH: Because this invoice is a fabricated invoice. I am telling you, this invoice has been created to equal an amount that appears on the bank statement.

ADV SELEKA SC: Okay, wait, wait, wait. Wait. Because I also wanted to comment on that. The invoice, let us go through it, is dated 31 July 2014. That is the invoice on page 1565.17.

10 **MR SINGH:** Sorry, what?

ADV SELEKA SC: 1565.17, the one we have been dealing with.

MR SINGH: That is the invoice.

ADV SELEKA SC: Say again?

MR SINGH: That is the invoice.

ADV SELEKA SC: Yes, that is Travel Excellence invoice.

MR SINGH: Yes.

ADV SELEKA SC: 31 July 2014. Do you see that?

MR SINGH: That is correct.

20 **ADV SELEKA SC:** Yes. Now they say they received payment on 6 August 2014, that is on page 1565.19.

MR SINGH: 1565.19?

ADV SELEKA SC: Yes.

MR SINGH: That is correct.

ADV SELEKA SC: And then – is that electronic banking

transfer they are talking about on the page before that, also dated August, 5 August 2014 which is the very first entry, see ex date and the amount is 60 000, the amount is 60 000 on that receipt. So I am not sure – what are you saying, the invoice has been created to match the amount because the invoice comes before the payment.

MR SINGH: I could also – we have dealt with backdating quite significantly in this [indistinct – dropping voice]

ADV SELEKA SC: We have dealt with?

10 **MR SINGH:** I have said we have we have dealt with backdating of documents quite extensively.

ADV SELEKA SC: No, only insofar as it relates to your MSA and your letter.

MR SINGH: Okay. So, Mr Chair, I think as I have said, in my view, if you look at the receipt, if Ms Solomon is to continue with this thread, Ms Solomon should then have produced Travel Excellence's bank statements that reflects the deposit of 60 000. Here there is just this rudimentary receipt that is again produced, okay? That references, Mr
20 Essa [indistinct]. Similarly, Mr Chair, in terms of this electronic banking contra there is not stamp as to where this originates from. The authenticity of this [indistinct – dropping voice] what it reflects and it only reflects a deposit. So where is the payment?

CHAIRPERSON: You are now talking about Mr Essa's payment?

MR SINGH: Mr Chair, if you look at 1565.18.

CHAIRPERSON: Ja.

MR SINGH: It is purported to be a bank statement.

CHAIRPERSON: Yes?

MR SINGH: That reflects an amount of 60 000 being paid to Ms Solomon specific.

CHAIRPERSON: Ja.

10 **ADV SELEKA SC:** And Ms Solomon asserts that this amount was then transferred to Travel Excellence's bank account. So on her version I would have expected her to have a bank statement that reflects her bank statement that reflects the contra of 60 000 that is going out and then if Travel Excellence's bank statement to show 60 000 coming in. This would deal with her version.

CHAIRPERSON: Ja.

MR SINGH: Not in relation to my ticket that I paid.

CHAIRPERSON: Yes.

20 **MR SINGH:** So that is the deficiencies that we have with this.

CHAIRPERSON: Ja. No, no, that is fine. Those points should be raised with Ms Suleiman so that she can deal with them maybe in a supplementary affidavit but she must still come and give evidence, maybe she will deal with that

but some of the points that Mr Singh is raising are things that should be easy to address.

ADV VAN DEN HEEVER: Chairperson, there is one more based on the points that was raised by my client. Of course it is very easy through metadata to establish when a document was generated and when not. So that is a further point that can eventually be looked at.

CHAIRPERSON: Well also, I mean, if the relevant banks can just produce these documents then it is very objective.

10 **ADV SELEKA SC**: Yes.

CHAIRPERSON: And so that would be – that should be easy to just obtain the relevant documents from the bank. But if, Mr Singh, it is true that Mr Salim Essa did pay Travel Excellence in respect of this - in respect of your travelling, even if he did so without – or if he did so without you having asked him or without any arrangement between the two of you, are you able to say why he would do that? In other words, an amount – let us say according to Ms Solomon, an amount of R60 000 was paid by Mr
20 Salim Essa in respect of your travelling and your partner's travelling.

Now I understand the issues you have raised about this bank statement and so on, but let us assume that in the end the banks provide proof of the payments and it is established that indeed Mr Salim Essa made payment, why

would he make a payment in respect of your travelling and your partner's travelling?

MR SINGH: Well, Mr Chair, I can emphatically say that he never did so.

CHAIRPERSON: Well, I guess that you cannot say that because you were not there to see whether he made the payment. What you can say is you never asked him.

ADV VAN DEN HEEVER: Chairperson ...[intervenes]

MR SINGH: No, Mr Chair, I saying is he never made
10 payments on my behalf.

CHAIRPERSON: On your behalf.

ADV VAN DEN HEEVER: Chairperson, sorry, with greatest of respect, my client stated it as a fact and I thought we were dealing with facts. He paid for this ticket.

CHAIRPERSON: No, no, no, no, no, I am not dealing with that. If, after all the evidence is in, Mr Singh, the fact remains that Mr Salim Essa made payment to Travel Excellence and that that payment was in regard to your trip and your partner's trip. If you never asked him to do so
20 and if there was no arrangement between the two of you that he should pay for it, why would he do that because that question will arise if as a matter of fact when all the evidence is in, the fact stares us in our face that Mr Salim Essa did make the payment on the date given by Ms Solomon and that the payment was in regard to your trip

and your partner's trip, the two of you. So I am saying the question that will stare us in the face is if you never asked him to pay for you, if there was no arrangement between the two of you that he should pay for you, why would he have paid this amount [inaudible – speaking simultaneously]

MR SINGH: This is a hypothetical statement.

CHAIRPERSON: No, no, it is not hypothetical in the sense that if the bank documents that will be asked for, if
10 they reveal that, it will be a reality. Of course if they reveal that there was no payment, that is the end of the matter. No payment by Mr Essa, that is the end of that matter.

MR SINGH: Okay, let us deal with it like this, Mr Chair. As you said when you started this line of inquiry, you said I cannot actually say or not say ...[intervenes]

CHAIRPERSON: Yes.

MR SINGH: ...whether Mr Essa paid or did not pay.

CHAIRPERSON: Yes, yes.

20 **MR SINGH:** These amounts.

CHAIRPERSON: Yes.

MR SINGH: Not for my travel.

CHAIRPERSON: Yes.

MR SINGH: Let us leave travel aside. So if there are indeed amounts that Mr Essa would have paid to Ms

Solomon, for whatever reason, those things may have happened but it is not necessarily that he paid for my travel. So let us – in your case, Mr Chair, you are posing to me, if the bank statements come back and it reflects these 60 000 amounts as Ms Solomon alludes to, I still find it difficult to understand how it will be then associated with the fact that it was for my travel.

CHAIRPERSON: Well, this is what I am raising with you. You were not there when according to Ms Solomon she had
10 communication with Mr Salim Essa about this payment. She says that the payment was made by Mr Salim Essa was for your trip, okay? Now I was suggesting to you earlier on that you cannot deny what was said between the two of them because you were not there.

MR SINGH: That is correct.

CHAIRPERSON: Okay. But what you can say is, if Mr Salim Essa said to Ms Solomon he was paying for your trip, he was saying so without you having requesting him to do that. That is what you can say and it might surprise you,
20 that is another thing, but if I were to believe Ms Solomon, that this is what she was told by Mr Salim Essa, then I would then come back and say well, on the one hand you say you never asked Mr Salim Essa but we all know your trip did happen.

MR SINGH: Yes.

CHAIRPERSON: And Ms Solomon, based on her affidavit, it seems is not going to say you paid for this amount based on this, I do not know when she comes what she will say but based on this it looks like she will say it is Mr Salim Essa who paid and then I would have to ask myself the question but what are the probabilities that Mr Salim Essa would pay this amount, say to Ms Solomon I am paying for Mr Singh's trip without the two of them having spoken, without an arrangement. That is what I will be faced with
10 and I am giving you a chance to say this is how this can be explained, if there is an explanation that can be given. But you might say well, I do not know how it could happen and I cannot offer any explanation, all I can say is I never asked him to and I paid for the trip myself.

MR SINGH: Well, that is where it stays, Mr Chair.

CHAIRPERSON: Ja, okay ,alright. Mr Seleka?

ADV SELEKA SC: Thank you, Chair. Let us go back to Ms Sulaiman's affidavit. Well, let us – I must just say this part is not captured in the Transnet request to you. So let
20 us go to paragraph 22.3 of Ms Sulaiman's affidavit.

MR SINGH: Sorry, what page are you on now, Sir?

ADV SELEKA SC: Page 1565.5.

MR SINGH: 1565.5.

ADV SELEKA SC: Ja. The 6 November trip, paragraph 22.3.

MR SINGH: I am there, Sir.

ADV SELEKA SC: Thank you.

“A booking was requested for Mr Singh to fly from Johannesburg on 6 November 2014 to Dubai and back to Johannesburg on 9 November 2014. I cannot recall who made the request. Mr Singh was issued with ticket number 4724296595, see SS9. The total cost was R55 775 which was charged to Mr Essa’s account, see SS10. From my recollection
10 I received a call from Mr Singh who informed me that a driver would be dropping off cash to settle the account. As per Mr Singh’s advice, a driver dropped off the cash on 11 November 2014. I attach hereto the receipt issued 11 November 2014, see SS11. This amount was deposited into our bank account together with other cash we had on hand. The amount deposited on 11 November 2014 inclusive of the R55 775 amount to R65 700.”

Now the first question again, Mr Singh, is whether there
20 was a booking for you from Johannesburg ...[intervenes]

CHAIRPERSON: I guess, Mr Seleka, it is better to start with the question whether there was a trip.

ADV SELEKA SC: Okay.

CHAIRPERSON: On those dates to that destination. Did you travel, Mr Singh, from Johannesburg, did you travel on

6 November 2014 from Johannesburg to Dubai and did you come from Dubai on 9 November 2014?

MR SINGH: Sorry, Mr Chair...

CHAIRPERSON: We are at paragraph 22.3, page 1565.5.

MR SINGH: Yes, Sir.

ADV SELEKA SC: There was a trip?

MR SINGH: There was a trip.

CHAIRPERSON: Okay and it was to Dubai, from Jo'burg to Dubai and from Dubai to Johannesburg and on the dates

10 given there.

MR SINGH: That is correct.

CHAIRPERSON: You agree?

MR SINGH: That is correct, Mr Chair.

CHAIRPERSON: Okay, alright.

MR SINGH: That is correct.

CHAIRPERSON: Okay, then the next thing is whether it is true that the booking was made by Travel Excellence.

MR SINGH: Yes, Mr Chair.

CHAIRPERSON: That is so. And then the next question
20 is, who requested the booking?

MR SINGH: Mr Chair, I would have.

CHAIRPERSON: Sorry?

MR SINGH: I would have.

CHAIRPERSON: You would have. Okay, alright. And what do you say about the payment? She says she

received a call from you and you informed her that a driver would be dropping off cash to settle the account and she says the account was R55 775.

MR SINGH: I am just getting to the relevant annexure.

CHAIRPERSON: Maybe the amount should be the last thing because you might need to check but in terms of you having called and told her a driver would deliver the cash to her, do you recall that?

MR SINGH: Mr Chair, I think it was basically the same as
10 I explained to you before, that I would have paid for this.

CHAIRPERSON: Ja.

MR SINGH: In terms of the method of payment, we will have to check and get it.

CHAIRPERSON: Okay, but you would have paid it.

MR SINGH: Yes.

CHAIRPERSON: Either cash or ...

MR SINGH: Or some manner.

CHAIRPERSON: Okay, alright. So the use of a driver, you say you did not. You did not use a driver to drop cash
20 to pay this.

MR SINGH: Mr Chair, in terms of this specific one, I cannot recall.

CHAIRPERSON: H'm?

MR SINGH: I said in this specific instance, I cannot recall.

CHAIRPERSON: You cannot recall.

MR SINGH: Yes.

CHAIRPERSON: It is possible?

MR SINGH: Yes, Mr Chair.

CHAIRPERSON: Okay, Mr Seleka? Or do you want to say anything about the amount?

MR SINGH: I was just going to go to the particular annexure.

CHAIRPERSON: SS10.

10 **MR SINGH:** SS10.

CHAIRPERSON: Okay.

ADV SELEKA SC: Page 1565.21.

MR SINGH: Mr Chair, other than again the discrepancy in terms of the airport taxes I think nothing else that I want to raise around the invoice.

CHAIRPERSON: Okay, not that is fine. Okay. And the date of payment that she gives there, you do not take issue with the dates or do you?

20 **MR SINGH:** Mr Chair, I see that there is a Travel Excellence bank statement at SS12 that reflects an amount of R65 700 again.

CHAIRPERSON: Ja.

MR SINGH: And she explains this by virtue of the fact that there was other case.

CHAIRPERSON: Ja.

MR SINGH: That needed to be deposited.

CHAIRPERSON: Yes.

MR SINGH: So again, Mr Chair, I do not see a bank stamp.

CHAIRPERSON: Ja.

MR SINGH: That indicates how the 65 was made up.

CHAIRPERSON: Yes.

MR SINGH: Normally you would go and deposit or indicate, you know this is the makeup of this 65.

10 **CHAIRPERSON:** Okay.

MR SINGH: And it is made up of 55 or 50 or from this person or that person or something. So I do not see that.

CHAIRPERSON: Okay. Mr Seleka?

ADV SELEKA SC: Chair, I did not get the answer to your question whether Mr Singh you take issue with the cash receipt.

CHAIRPERSON: No, he said he does not take issue with it.

ADV SELEKA SC: He does not take – okay.

20 **CHAIRPERSON:** But I asked him about the dates, that is what I have – you take issue with the dates that she gives for payment?

MR SINGH: No, Mr Chair.

CHAIRPERSON: No, okay ,alright.

ADV SELEKA SC: No, that is fine.

CHAIRPERSON: Mr Seleka?

ADV SELEKA SC: So just out of interest, Chair, if we might go again to the Transnet file, 5(B), page 427 because this particular clip is reflected there. 427, Mr Singh, paragraph 1.13.6.

MR SINGH: This is on the 10.6 notice?

ADV SELEKA SC: Yes.

MR SINGH: So again is the required – let me wait for you. 427. You are there? 1.13.6. Ja relates to your return trip
10 to Dubai ...[intervenes]

CHAIRPERSON: I am sorry, Mr Seleka, is it possible to pull your mic closer to you or is it not moveable? Okay, ja, alright.

ADV SELEKA SC: Thank you, Chair. Relates to your return trip to Dubai between 6 November 2014 to 9 November 2014, the dates coincide with Ms Sulaiman's. You share the flight to Dubai with Mr Salim Essa on EK766. Shall we first deal with that?

CHAIRPERSON: Well, do you want to – oh, I thought you
20 would take us to the answer.

ADV SELEKA SC: Yes.

CHAIRPERSON: Because if there is an answer let us look at the answer before he says anything.

ADV SELEKA SC: Yes, the answer ...[intervenes]

CHAIRPERSON: But maybe you read the whole of 1.13.6,

then we go to the answer.

ADV SELEKA SC: Okay. So the first part is you – well, the second part, you share the flight to Dubai with Mr Salim Essa on EK766.

“The following individuals were in Dubai during the same period.”

Chair, should I read the names of these individuals?

CHAIRPERSON: Ja?

ADV SELEKA SC: Mr Ashok Narayan, Mr Sanjay Grover,
10 Mr Gezinhliziyo Vincent ...[intervenes]

CHAIRPERSON: Gezinhliziyo Vincent Zuma.

ADV SELEKA SC: Vincent Zuma, thank you, Chair. Mr Zwelakhe Nhlanganiso Ntshepe.

CHAIRPERSON: Nhlanganiso Ntshepe.

ADV SELEKA SC: Tshepe. Ms Julia Basitsano Khumalo, Evan Naidoo, Mr Abraham Stephanus Burger, Mr Mohamed Intius Ahmed Patel and Mr Mohamed Iqbal Survé.

CHAIRPERSON: And let us go to the answer.

ADV SELEKA SC: Mr Singh’s affidavit – the relevant
20 paragraph is on page 482 of the same Transnet – of the same bundle, yes.

MR SINGH: 482?

ADV SELEKA SC: 482, paragraph 60, 61, 62. So Mr Singh answers at paragraph 1.13.36:

“Return trip, Dubai 6 November 2014 to 9 November

2014.”

Paragraph 60:

“I confirm that I travelled return to Dubai on the date set out above.”

61 – well 61, Chair, is an answer to:

“You shared a flight to Dubai with Mr Salim Essa on EK766?”

Mr Singh answers:

“I have no knowledge whether the individuals...”

10 Oh no, which one are you answering. Let us go to 62, sorry, Chair. The answer is at 62:

“Lastly, I take note of the allegation that I allegedly shared a flight with Salim Essa. I, however, deny that I knew that he was on the same flight.”

CHAIRPERSON: I think – well, one, he – it seems Mr Singh admits that he travelled to Dubai and back to Johannesburg on the dates given in the directive. He has no knowledge of – he says he has no knowledge whether the individuals listed in the directive in that paragraph
20 were also in Dubai during the period mentioned.

ADV SELEKA SC: Yes.

CHAIRPERSON: And he does not deny that Mr Salim Essa was on the same flight but he says he was not aware of that.

ADV SELEKA SC: Yes. Is that correct, Mr Singh?

CHAIRPERSON: Now is the relevant paragraph of the directive which is responded to here does not coincide with 22.3 of Ms Solomon's affidavit?

ADV SELEKA SC: Yes, Chair.

CHAIRPERSON: That is correct?

MR SINGH: Yes, that is the one.

CHAIRPERSON: Okay, alright.

ADV SELEKA SC: Yes.

CHAIRPERSON: So you said, Mr Singh – in fact you are
10 saying there is nothing particularly – there is nothing strange about paragraph 22.3 about the trip because you requested Ms Solomon to make that booking and she made it and you travelled and you paid them.

MR SINGH: Yes.

CHAIRPERSON: Ja, okay.

ADV SELEKA SC: Obviously, Mr Singh, this is in November 2014, you would have known Mr Essa at this time.

MR SINGH: I have no recollection specifically when I
20 actually, as I said, met Mr Essa. I do not think I can answer the question definitively.

ADV SELEKA SC: Okay.

CHAIRPERSON: Ja, okay, let us continue.

ADV SELEKA SC: Let us move on. At paragraph 22.4
...[intervenes]

MR SINGH: We are back on...

ADV SELEKA SC: We are back at Ms Sulaiman's affidavit. This is towards the end of 2014, Mr Singh, you were at Transnet at the time. This is November 2014.

MR SINGH: On which paragraph are we now?

ADV SELEKA SC: Sorry, I just want to piggyback on the last point.

MR SINGH: On which paragraph?

ADV SELEKA SC: Ja, about ...[intervenes]

10 **CHAIRPERSON:** He just wants you to confirm that towards the end of 2014 you were still at Transnet.

MR SINGH: Oh, yes.

ADV SELEKA SC: Yes, and I thought I understood that you had on a couple of occasions met with Mr Salim Essa in 2014.

MR SINGH: Yes.

ADV SELEKA SC: And you just do not recall when was that?

MR SINGH: Hm.

20 **ADV SELEKA SC:** So you knew Mr Essa towards, by ... or towards or by the end of 2014 you knew Mr Essa?

MR SINGH: Mr Chair, I think I said that it was probably in 2013, 2014.

ADV SELEKA SC: Yes.

CHAIRPERSON: Well, I think you said 2012, 2013.

MR SINGH: Ja. 2012, 2013 there.

ADV SELEKA SC: Yes.

CHAIRPERSON: And I thought you also said once or twice, is that right?

ADV SELEKA SC: So ...[intervenes]

CHAIRPERSON: But you have agreed when Mr Seleka says on a couple of occasions. So that seems to me to make it more than once or twice, but maybe not really, but you it is once or twice.

10 **MR SINGH:** Yes, Mr Chair.

CHAIRPERSON: And around 2012, 2013 ...[intervenes]

MR SINGH: That is correct, yes.

CHAIRPERSON: And not 2014.

MR SINGH: No.

CHAIRPERSON: Okay.

ADV SELEKA SC: So this is the man you would recognise if he was on the same flight with you or on the same bus or train or car?

20 **CHAIRPERSON:** Train could be very long. If you are in the same ...[intervenes]

ADV SELEKA SC: Ja.

CHAIRPERSON: Coach.

ADV SELEKA SC: Shaft, yes.

CHAIRPERSON: Ja.

ADV SELEKA SC: You would recognise ...[intervenes]

CHAIRPERSON: Well, the question is whether based on the fact that in 2012, 2013 you had met him once or twice, whether in 2014 if you met him in the same flight on which you were travelling you would recognise him?

MR SINGH: Mr Chair, I think I would have recognised him, but I did not meet him on the flight.

CHAIRPERSON: You did not see him on the occasion.

MR SINGH: No.

CHAIRPERSON: No.

10 **ADV SELEKA SC:** So let us then go to paragraph 22.4 of Ms Suleiman's affidavit. Eskom Bundle 18, bracket C:

"A booking was requested for Mr Singh to fly from Johannesburg on 23 February 2015 to Dubai and back to Johannesburg on 26 February 2015."

CHAIRPERSON: You were frequent in Dubai, Mr Singh in 2014, early 2015. Yes, continue Mr Seleka.

ADV SELEKA SC: I, where was I?

CHAIRPERSON: 22.4.

20 **ADV SELEKA SC:** Yes:

"I cannot recall who made the request. Mr Singh was issued with ticket number 1959734196, see SS13. The total cost was R31 000-00 which was charged to Mr Essa's account, SS14. From my recollection I

received a call from Mr Singh who informed me that a driver would be dropping off cash to settle the account. As per Mr Singh's advice a driver dropped off the cash to myself, which was deposited with reference Essa on 6 March 2015. See SS15. The reason the deposit reference reflects S Essa was because the amount was used to settle Mr Essa's account. I also attach hereto the receipt issued, dated 6
10 March 2015. See SS16."

Again Mr Singh, the trip between those dates, 23 February 2015 to 26 February 2015, do you confirm it from Johannesburg to Dubai?

MR SINGH: I confirm that.

ADV SELEKA SC: You confirm.

CHAIRPERSON: So you confirm that on 23 February 2015 you flew from Johannesburg to Dubai and on 26 February 2015 flew back from Dubai to Johannesburg. Okay, and who had requested Ms Suleiman to make the booking?

20 **MR SINGH:** Mr Chair that would have been me.

CHAIRPERSON: Sorry?

MR SINGH: I did.

CHAIRPERSON: You did? Okay. Continue Mr Seleka.

ADV SELEKA SC: Yes, and you also confirm the facts regarding payment, you calling her saying the driver would

come to drop off the cash?

MR SINGH: As I have said in the previous response, I am not too sure about this part, but at the end of the day I paid for the trips, yes.

CHAIRPERSON: Yes, you cannot remember whether you sent a driver.

MR SINGH: Yes.

CHAIRPERSON: But you made the payment.

MR SINGH: Yes.

10 **CHAIRPERSON**: And can you recall whether it was in cash or you say it might have been cash, it might have been in some other way?

MR SINGH: Some other form.

CHAIRPERSON: Yes.

MR SINGH: But as I said we will look into it.

CHAIRPERSON: Yes, and do you make any ... do you take issue with the amount?

MR SINGH: Mr Chair, we will have to go to the ...[intervenes]

20 **CHAIRPERSON**: We would have to go there.

MR SINGH: Back to the ...[intervenes]

CHAIRPERSON: But if you say more or less, it is fine. I do not know if we need to go there, because you may be making the same points that you have made in regard to the others, but if you make a different point, that is

different.

MR SINGH: Well Mr Chair, just two things.

CHAIRPERSON: You want us to go there?

MR SINGH: If we can go to SS14.

CHAIRPERSON: Ja, okay.

MR SINGH: Which is 1565.

CHAIRPERSON: SS14, what is the page, 1565?

MR SINGH: 1565, 24.25.

CHAIRPERSON: Okay, I am there.

10 **MR SINGH:** The first one Mr Chair is if you look at Ms Suleiman's statement, she says that I was scheduled to fly on the 23 and return on the 26th, per paragraph 22.4.

CHAIRPERSON: Yes.

MR SINGH: However, should you go to 1565.25.

CHAIRPERSON: Yes.

MR SINGH: You see that there is a return date of the 1st of March.

CHAIRPERSON: Yes, yes, yes.

20 **MR SINGH:** So the statement obviously is incorrect in terms of the return date of the 26th, it should be the 1st of March if the invoice is correct.

CHAIRPERSON: Ja.

MR SINGH: Then you will see Mr Chair, if you look at the first column, the airport tax column and the total column. If you take the EFA and you add it to the airport taxes

which is twenty thousand plus twenty thousand, it does not give you a total of thirty thousand.

That total should be forty thousand and then if you add a thousand to that, the grand total should be forty one thousand, but then if you look at the total columns at the bottom, the ten plus ... the twenty plus the ten gives you forty one, it does not give you forty.

So again there is a ...[intervenes]

CHAIRPERSON: You say there is a discrepancy with the
10 numbers, with the figures.

MR SINGH: Mr Chair, that is correct.

CHAIRPERSON: Yes, yes but other than that you admit the trip and, but you say you paid for it yourself.

MR SINGH: That is correct Mr Chair, but the reason why I raised this issue with the discrepancy on the invoice is because it is used to justify a deposit or deposits or EFT's that have been made and can be proved.

CHAIRPERSON: Yes.

MR SINGH: Yes, the substance of this invoice does not
20 make sense.

CHAIRPERSON: Yes, ja. Okay.

MR SINGH: I think that is all I want to note.

CHAIRPERSON: Okay, no that is fine. Then continue Mr Seleka.

ADV SELEKA SC: Thank you Chair. Chair, if we may

again go to the Transnet, 5(B). Page 427.

MR SINGH: Sorry, sorry one second.

ADV SELEKA SC: Page 427, paragraph 1.13.5. Which seems to correlate with Ms Sullivan's affidavit, paragraph 22.4.

CHAIRPERSON: Mr Seleka, can I disturb you and ask something else? I do not want to forget.

ADV SELEKA SC: Yes, Chair.

CHAIRPERSON: And I am remember that because I am
10 going to ask that here. team works on my bundle to indicate, indicate a paragraph what Mr Singh's response was, where he says I admit that this trip did happen ...[intervenes]

ADV SELEKA SC: I see.

CHAIRPERSON: On that date. From there, there and back, but I made ... I requested the 15th, I did not send the driver or I am not sure, I sent a driver, but I made a payment. In regards to each paragraph I would like something like that.

20 **ADV SELEKA SC**: Yes, Chair.

CHAIRPERSON: But precisely because I now wanted to ask you to make sure the team can do that, I remembered that there is homework that your team was supposed to do in regard to Eskom. That document relating to Mr Tsotsi and Ms Lynne Brown about the composition of the various

committees. You will recall that some time back ...[intervenes]

ADV SELEKA SC: Yes.

CHAIRPERSON: I had asked that your team should work on that and produce a document.

ADV SELEKA SC: Correct.

CHAIRPERSON: Initially the document that has been produced was not correct. I said it should be redone.

ADV SELEKA SC: Correct.

10 **CHAIRPERSON:** And last time we talked about it, I said your team must give me the document. I have not received this. Now I did not want to forget that because it is important. So ...[intervenes]

ADV SELEKA SC: Yes.

CHAIRPERSON: If you can make sure that I get that not later than tomorrow.

ADV SELEKA SC: Yes.

CHAIRPERSON: Ja, that one but in regard to this one, this is the request I am making.

20 **ADV SELEKA SC:** Yes.

CHAIRPERSON: Okay.

ADV SELEKA SC: That is right Chair.

CHAIRPERSON: Okay, alright. So you can continue.

ADV SELEKA SC: Yes.

CHAIRPERSON: So I am hoping I can get this one not

later than Monday.

ADV SELEKA SC: Yes. I, yes we should be able to provide it.

CHAIRPERSON: Ja, okay.

ADV SELEKA SC: I will do it myself, Chair.

CHAIRPERSON: Okay. Okay. I disturbed you while you were on something, so ...[intervenes]

ADV SELEKA SC: Yes, no but I am fine.

CHAIRPERSON: Yes.

- 10 **ADV SELEKA SC:** Mr Singh, that is Eskom, Transnet 5(B), page 427 paragraph 1.13.5. Which I said seems to correspond with Ms Suleiman's paragraph 24, 22.4. So this relates to return trip to Dubai between 23 February 2015 and 1 March 2015.

So I think is that one of the discrepancies you were trying to point out in the invoice or the air ticket, that it has a date of 1 March?

MR SINGH: That is correct.

ADV SELEKA SC: So it seems to be here.

- 20 **MR SINGH:** I agree.

ADV SELEKA SC: Okay, thank you. The following individuals were in Dubai during the same period and the names are there Chairperson. Some of them are difficult to pronounce.

CHAIRPERSON: Tell me which one are difficult to

pronounce, I will ...[intervenes]

ADV SELEKA SC: Can I read the ones which are familiar?

Mr Salim Essa is also there.

CHAIRPERSON: Well, tell me when you are stuck.

ADV SELEKA SC: Okay.

CHAIRPERSON: I will come to your aid.

ADV SELEKA SC: Thank you, Chair. So there is Akash Garg, Ashok Narayan, Sanjay Grover, Vivian Keith Oates. Mr Singh, may I paused there. We have not asked you
10 whether you knew this people or you know them. Do you know these people? You do not know Akash Garg?

CHAIRPERSON: Okay.

ADV SELEKA SC: Do you know Akash, Mr Akash Garg?

MR SINGH: No sir.

ADV SELEKA SC: Ashok Narayan?

MR SINGH: No sir.

ADV SELEKA SC: Sanjay Grover?

MR SINGH: No sir.

ADV SELEKA SC: Vivian Keith Oates?

20 **MR SINGH:** I do sir.

ADV SELEKA SC: You do. How do you know him?

MR SINGH: If it is indeed the same Vivian Keith Oates that I know, then it would be, he was the head of internal audit at Eskom, I mean at Transnet.

CHAIRPERSON: At Transnet?

MR SINGH: Yes, on behalf of Ernest Nyambo.

ADV SELEKA SC: On behalf of Ernest Nyambo?

MR SINGH: That is correct.

ADV SELEKA SC: Shamim Shaik?

MR SINGH: No.

ADV SELEKA SC: You do not know. Is that Mogammed Rafique Bagus?

MR SINGH: No.

ADV SELEKA SC: Rajesh Kumar Gupta?

10 **MR SINGH:** Mr Chair, as I testified before I know Mr Gupta.

ADV SELEKA SC: You know Mr Gupta. Mr Rajesh Gupta.

MR SINGH: Yes.

ADV SELEKA SC: Riaz Zaloojee?

MR SINGH: No.

ADV SELEKA SC: Michael Andrew Thomas Hulley?

MR SINGH: No.

ADV SELEKA SC: Abraham Stephanus Burger?

MR SINGH: No.

20 **ADV SELEKA SC:** Salim Aziz Essa?

MR SINGH: As I have testified I have met him once or twice.

ADV SELEKA SC: So the answer is yes?

MR SINGH: Yes.

ADV SELEKA SC: Stefan Nel?

MR KOKO: No.

ADV SELEKA SC: Zwelakhe Nhlanganiso ...[intervenes]

CHAIRPERSON: Nhlanganiso.

MR SINGH: No sir.

ADV SELEKA SC: You do not know him?

MR SINGH: No.

ADV SELEKA SC: Hamza Farooqui?

MR SINGH: No sir.

ADV SELEKA SC: Michael Rodenburg?

10 **MR SINGH:** No sir.

ADV SELEKA SC: Patrick Makhubedu?

MR SINGH: No sir.

ADV SELEKA SC: Kim Valerie Davids?

MR SINGH: If it is indeed Ms Brown's PA, then I have met her in her official capacity.

ADV SELEKA SC: So the answer is yes?

MR SINGH: Yes.

20 **ADV SELEKA SC:** Now there is a Lynette Brown. I do not know whether that is Lenelle or Lynette Brown. Could that be the minister? Do you know?

CHAIRPERSON: He might not be able ...[intervenes]

MR SINGH: If this refers to the minister then I know the minister, but if it is not the minister, then I do not know who this is.

ADV SELEKA SC: And Maboikanyo Imogen Mashazi?

MR SINGH: No sir.

ADV SELEKA SC: No?

MR SINGH: No.

ADV SELEKA SC: Well, they say they were in Dubai at the same time as you. Your affidavit is on page 481. I mean on page 481 you answer, you provide information in response. At paragraph 1.13.5 return trip to Dubai, 23 February 2015 to 1 March 2015. Paragraph 58 you say:

10 “I confirm that I travelled, returned to Dubai on
the dates set out above.”

MR SINGH: Sorry sir, where are you? Page?

ADV SELEKA SC: 481.

MR SINGH: 481.

ADV SELEKA SC: Of the same bundle.

MR SINGH: Paragraph?

ADV SELEKA SC: 58.

MR SINGH: 58.

ADV SELEKA SC: I have read 58, you confirm the dates.
59 you say:

20 “I have no knowledge whether the individuals
listed in this paragraph were in Dubai during
the period mentioned since I have not been
provided with any proof thereof.”

CHAIRPERSON: Mr Seleka, let me complete what I would
like to be done to make my job easier.

ADV SELEKA SC: Yes.

ADV SELEKA SC: I need a document that will link what the paragraphs in Ms Suleiman's affidavit link it with the questions in the directive.

ADV SELEKA SC: Yes.

CHAIRPERSON: Link it with the answers of Mr Singh's affidavit. So that one can see they are the same.

ADV SELEKA SC: Correct.

CHAIRPERSON: Ja.

10 **ADV SELEKA SC:** And his answers.

CHAIRPERSON: Ja, and his answers, yes.

ADV SELEKA SC: Ja.

CHAIRPERSON: Okay, alright. So now this answer at paragraph 58 and 59, paragraphs 58 and 59 relates to what paragraph in Ms Suleiman's affidavit?

ADV SELEKA SC: 22.4.

CHAIRPERSON: 22.4.

ADV SELEKA SC: Yes.

20 **CHAIRPERSON:** Okay. Alright, thank you. So that trip Mr Singh which you have admitted, was it a Transnet business trip or was it a personal trip?

MR SINGH: The one ...[intervenes]

CHAIRPERSON: The one you, the one dealt with in paragraph 22.4 of Ms Suleiman's affidavit, that you deal with in the paragraph that we have just looked at in your

affidavit, namely paragraph 58 and 59.

MR SINGH: Mr Chair, they are personal.

CHAIRPERSON: Personal?

MR SINGH: Yes.

CHAIRPERSON: Okay, alright. I am not sure whether we asked him in regard to each of the trips because it becomes important to know whether it was personal ...[intervenes]

ADV SELEKA SC: Yes.

10 **CHAIRPERSON**: Or business because his affidavit does not always indicate whether it was personal or business.

ADV SELEKA SC: Correct Chair. We know Mr Singh, you have at least identified one which is the first one of 8 June 2014, as according to your recollection is a, well I think it is two.

MR SINGH: No Mr Chair, if you look at, let us make it easy.

CHAIRPERSON: Yes.

MR SINGH: Of all the flights that I covered by Ms
20 Suleiman, they all [indistinct] and we come to the one ...[intervenes]

ADV SELEKA SC: Oh, yes.

MR SINGH: Private trips.

CHAIRPERSON: Okay, okay.

MR SINGH: The one that we have a little bit of a

contention with is the first one.

CHAIRPERSON: Yes, okay.

MR SINGH: Which I am saying she records it.

CHAIRPERSON: Ja.

MR SINGH: But I am saying I have a different version as to how they happened.

CHAIRPERSON: Ja, okay. No, that helps. Then we know that accept that one, your version is all the others which you admit were private.

10 **MR SINGH:** Yes. Mr Chair, your issue comes in when you are looking at the [indistinct].

CHAIRPERSON: Yes, okay.

MR SINGH: There is a mixture there.

CHAIRPERSON: Okay, okay, okay. No, that is fine.

ADV SELEKA SC: So at least the ones in this affidavit, except for one, are private, personal.

MR SINGH: That is correct.

CHAIRPERSON: Ja, ja. Let us complete what we need to ask him about paragraph 32.4. Then let us take an
20 adjournment, a ten minutes adjournment. We will take the ten minutes adjournment and then when we come back, we I will hear what is going to happen about the evening session from the work team concerned and ...[intervenes]

ADV SELEKA SC: Yes.

CHAIRPERSON: Lawyers involved. So we will interpose.

ADV SELEKA SC: Yes, Chair.

CHAIRPERSON: And then depending on what I am told, we will take it from there.

ADV SELEKA SC: Yes.

CHAIRPERSON: Okay. You still want to, do you still have questions on that paragraph?

ADV SELEKA SC: Ja.

CHAIRPERSON: Okay.

ADV SELEKA SC: No, Mr Singh have we, you are
10 accepting everything there with the payments as well?

CHAIRPERSON: Well, not everything. He does not accept the issue of a driver but says he is not sure whether he would have sent a driver.

ADV SELEKA SC: Yes.

CHAIRPERSON: But he says in the end the payment came from him. Is that right Mr Singh?

MR SINGH: That is correct Mr Chair.

CHAIRPERSON: Ja.

ADV SELEKA SC: And the amount, R31 000-00?

20 **MR SINGH:** Mr Chair, I ...[intervenes]

CHAIRPERSON: You have commented ...[intervenes]

MR SINGH: I have commented on that, in terms of the discrepancy ...[intervenes]

CHAIRPERSON: Ja, ja.

ADV SELEKA SC: Okay, but your recollection of what you

paid?

MR SINGH: Mr Chair, I do not as I said I do not have a recollection of the exact amounts like ...[intervenes]

ADV SELEKA SC: Okay.

CHAIRPERSON: Ja.

ADV SELEKA SC: Okay.

MR SINGH: But the issue of the invoice ...[intervenes]

CHAIRPERSON: Ja.

MR SINGH: Discrepancy ...[intervenes]

10 **CHAIRPERSON:** Ja.

MR SINGH: Linking to the deposit in the bank statement is obviously a concern.

CHAIRPERSON: Ja, ja.

ADV SELEKA SC: So ja, or so the substance of the allegations ...[intervenes]

CHAIRPERSON: Ja, I think except for the issue of the driver and the issue of the discrepancy in the amount, the invoice in substance he accepts.

ADV SELEKA SC: Yes.

20 **CHAIRPERSON:** Ja. Chair, it may be an opportune time to ...[intervenes]

CHAIRPERSON: Ja, let us take a ten minutes adjournment, then we adjourn. Thank you.

HEARING ADJOURNS

INQUIRY RESUMES:

CHAIRPERSON: We are just interposing at this stage for me to be informed what the state of affairs is with regard to the evening session that was planned. I was going to hear Ms Norma Gigaba's evidence. Mr Myburgh, do you want to tell me anything?

ADV MYBURGH SC: Yes, thank you Chairperson. We did during the course of the morning receive a letter from Ms Gigaba's attorneys advising that she withdraws from her participation in the commission. Ms Gigaba's attorney is
10 here.

She has a copy of the letter. Might I suggest that she be allowed to address you and hand up the letter formally?

CHAIRPERSON: Yes, okay alright. If you can do it, if your mic is working, you can do it from where you are. That is fine. Just make sure your mic is working or otherwise they can sanitise the podium and then you can ...[intervenes]

ADV MAKHATHINI SC: I think it is working Chair.

CHAIRPERSON: Oh, okay alright.

20 **ADV MAKHATHINI SC:** Yes.

CHAIRPERSON: I think you can just start by placing yourself on record and then you can tell me what you need to tell me.

ADV MAKHATHINI SC: Okay. The full name Gcwalisile Makhathini from RNT Attorneys.

CHAIRPERSON: Yes.

ADV GCWALISILE MAKHATHINI: I represent Ms Norma Gigaba.

CHAIRPERSON: Yes.

ADV GCWALISILE MAKHATHINI: Okay. We received Chair, instructions Chair last night that Ms Gigaba would like to withdraw her participation from the commission and I this morning addressed the letter to the commission, advising truth to that effect.

10 **CHAIRPERSON:** Yes. Would you like to read that letter into the record?

ADV GCWALISILE MAKHATHINI: Yes, Chair. Okay:

20 “To the secretary of the commission. As advised by the commission on Friday, 9 April 2021 that our client Ms Norma Mngoma was scheduled to give evidence before the commission today, the 13th April 2021. Two, this letter serves to inform the commission that as of late yesterday we received instructions from our client informing us of one, her personal concerns with how various aspect regarding her proposed appearance at the commission has been handled or allegedly mishandled by the commission and two, her decision to therefore withdraw her

participation in the work of the commission.
We are further instructed to inform the
commission accordingly of the above as we
hereby do.”

CHAIRPERSON: Okay. Is there anything you are able to
tell me other than what is in the letter about her decision?

ADV GCWALISILE MAKHATHINI: There is nothing Chair, I
have not yet even had an opportunity to consult in detail
...[intervenes]

10 **CHAIRPERSON:** Yes.

ADV GCWALISILE MAKHATHINI: Other than what she
discussed with me before writing this letter.

CHAIRPERSON: Okay, okay.

ADV GCWALISILE MAKHATHINI: Thank you Chair.

CHAIRPERSON: Thank you. Mr Myburgh, what do you say
about this situation?

ADV MYBURGH SC: Well, we are not apprised of
precisely the detail of Ms Gigaba’s facts in relation to the
commission, obviously those are things that can be
20 addressed in the course of her evidence. What we would
like to place on record for present purposes, is the letter
came as something of a surprise to us, because Ms Gigaba
was schedule to give evidence remotely from Cape Town
on Friday afternoon.

The next thing that we learnt of was this letter, and

I think precious little could have happened between Friday afternoon and Tuesday morning. But that we can deal with in time. What we propose to do is then to issue a summons, so that Ms Gigaba is compelled to come and give evidence before you.

She of course then will be at liberty to detail whatever her concerns are.

CHAIRPERSON: Yes.

ADV MYBURGH SC: We understand that it is obviously
10 difficult for you to schedule her evidence immediately as of now, but we just do point out that obviously for the purpose of the summons, the sooner we get a date the better because then we can issue the summons.

CHAIRPERSON: Ja, okay.

ADV MYBURGH SC: And I think it will probably be in the interest of everyone that her evidence be heard sooner than later.

CHAIRPERSON: Yes.

ADV MYBURGH SC: You also know DCJ, that Mr Gigaba
20 himself has brought an application during the first instance to suppress the evidence of Ms Gigaba. So when the matter is set down again, it may be most practical that Mr Gigaba's application is then heard before Ms Gigaba gives evidence.

CHAIRPERSON: Yes. No, that is fine. It is surprising that

she made this decision. She was scheduled to give evidence on, I think Friday. She, we were told I was told she was ready to do so via Zoom for, actually from Cape Town.

Then I adjourned the hearing of her evidence to this afternoon or evening. So I wonder what it is that could have happened in the meantime, but it seems to me that you are right in saying that she should give evidence and if she has anything to say, she will say it after the summons
10 has been issued, and when she hears in response to the summons.

So I do authorise that a summons be issued against her. I will give a date to the legal team to insert in the summons as to when she must appear before the commission. So yes, and then with regard to Mr Gigaba's application that will be set down for hearing before the commencement of Ms Gigaba's evidence, on the day that she will be required to give evidence.

So let us leave it at that, and we will take it from
20 there.

ADV MYBURGH SC: Thank you Chairperson. May we be excused?

CHAIRPERSON: You are excused.

ADV MYBURGH SC: Thank you.

CHAIRPERSON: Thank you. Okay, then we can resume

with Mr Singh's evidence. Have you had a chance to sanitise properly?

ADV SELEKA SC: Ja.

CHAIRPERSON: Okay, alright.

ADV SELEKA SC: Our helper ...[intervenes]

CHAIRPERSON: Did they go on strike? Okay, alright.

ADV SELEKA SC: Thank you Chair.

CHAIRPERSON: We have an understanding that we will try and finish or adjourn at about quarter to six.

10 **ADV SELEKA SC:** Yes.

CHAIRPERSON: Ja. So Mr Singh, we unfortunately will not be able to finish again today, because we could have gone beyond, but everybody thought we would have finished earlier which has not happened, and your counsel had other commitments and we need to accommodate that and another day will be arranged for you to finish.

MR SINGH: Right.

CHAIRPERSON: Let us continue.

ADV SELEKA SC: Mr Singh, back to Eskom Bundle 18.

20 18(B) page 1565.5, paragraph 25.5. Are you there?

“A booking was requested for Mr Singh to fly from Johannesburg on 11 June 2015 to Dubai and back to Johannesburg on 15 June 2015. I cannot recall who requested the booking. Mr Singh was issued with ticket number

9242812055, see SS17. The total cost was R30 075-00 which was charged to Mr Singh's account, see SS18. From my recollection ..."

CHAIRPERSON: To Mr Essa's account. You said Singh.

ADV SELEKA SC: Oh, sorry. I beg your pardon.

CHAIRPERSON: To Mr Essa's account.

ADV SELEKA SC: "To Mr Essa's account, see SS18.

10 From my recollection I received a call from Mr Singh who informed me that a driver would be dropping off cash to settle the account. As per Mr Singh's advice a driver dropped off the cash on 13 June 2015. I attach hereto the receipt issues, dated 13 June 2015, see SS19. The cash was deposited on 17 June 2015, along with other cash on hand, see SS19.1."

Mr Singh, again do you confirm the trip allegedly requested by yourself from Johannesburg to Dubai and back from Dubai to Johannesburg on the dates mentioned, 11 June 2015 to 15 June 2015?

20 **MR SINGH:** Mr Chair, I do confirm.

CHAIRPERSON: Yes.

ADV SELEKA SC: You confirm making the request for that trip?

MR SINGH: I do sir.

ADV SELEKA SC: With Travel Excellence?

MR SINGH: That is correct.

ADV SELEKA SC: And ...[intervenes]

CHAIRPERSON: The driver?

MR SINGH: No Mr Chair.

CHAIRPERSON: You, is it a definite no or you cannot recall sending a driver?

MR SINGH: Mr Chair, it is similar to the other ...[intervenes]

CHAIRPERSON: Okay.

10 **MR SINGH:** There is no recollection.

CHAIRPERSON: The last time I think you said you do not recall having sent a driver, but you know that payment came from you?

MR SINGH: That is correct.

CHAIRPERSON: Okay.

ADV SELEKA SC: The same as ...[intervenes]

CHAIRPERSON: The same as here.

ADV SELEKA SC: The same as here.

20 **CHAIRPERSON:** I guess unless there is an issue about discrepancy we can move to the next booking.

MR SINGH: Mr Chair, at SS18 ...[intervenes]

CHAIRPERSON: Ja.

MR SINGH: Which is on 1565.29.

CHAIRPERSON: Yes.

MR SINGH: You find the same discrepancy Mr Chair in

terms of the invoice.

CHAIRPERSON: Yes.

MR SINGH: In terms of the air fare and the airport taxes do not add up to the total.

ADV SELEKA SC: Mr Singh, can I ask you this? In so far as you confirm the your request, the trips made, the dates are correct, the destinations is correct. Were you invoiced by Travel Excellence?

MR SINGH: To my recollection, yes.

10 **ADV SELEKA SC:** Where are those invoices?

MR SINGH: I do not have them.

ADV SELEKA SC: Why?

CHAIRPERSON: There are no invoices?

MR SINGH: I do not recall. I do not have record.

CHAIRPERSON: But you say you do recall that you were sent invoices?

MR SINGH: Yes.

CHAIRPERSON: Ja, in regard to some ...[intervenes]

MR SINGH: I would have thought all of them Mr Chair, but
20 I do not recall them.

CHAIRPERSON: Ja, okay.

MR SINGH: In detail.

CHAIRPERSON: Okay. Well, you know Mr Seleka, maybe Mr Singh could identify in regard to the next paragraph or is it only two left, two or three.

ADV SELEKA SC: Yes.

CHAIRPERSON: Okay, alright. Whether the, his answer in regard to this one is the same for the rest, because then it was going to be quicker but if it is only two left, then ja.

ADV SELEKA SC: We can do the same.

CHAIRPERSON: You can just go through each one of them.

ADV SELEKA SC: Yes. So does it mean we will not be able to obtain the invoices from you?

10 **MR SINGH:** No.

ADV SELEKA SC: No. Okay, you can then ...[intervenes]

CHAIRPERSON: Plus proof of payment. Or receipts from you. You cannot provide that, but you say to the extent that you may have paid by EFT, that should be reflected in the bank records, but you do not have access to those.

That is what you have said. If the commission is able to get those, you expect that those records will show the payments?

20 **MR SINGH:** Mr Chair, we said that we will consult with counsel.

CHAIRPERSON: Oh, okay. No, no that is fine. That is fine. Of course from the commission's side, it can ask for bank records in regard to Travel Excellence in terms of what payments were given there.

MR SINGH: Yes.

CHAIRPERSON: Which can be identified whether they reflect what Ms Suleiman says here. Okay, alright. Okay.

ADV SELEKA SC: Now Chair, then we need to go to the Transnet bundle because ...[intervenes]

CHAIRPERSON: Ja.

ADV SELEKA SC: There is a correlation.

CHAIRPERSON: Ja, that is fine.

ADV SELEKA SC: Transnet Bundle 5(B) page 427, paragraph 1.13.7. That is the last paragraph on the page,
10 page 427 Mr Singh. This relates to return trip to Dubai, 11 June 2015 to 15 June 2015. You shared a flight to Dubai with Mr Ashok Narayan on EK764. The following individuals were in Dubai during the same period.

Still Narayan ...[indistinct] Mr Singh, you said you what did you say about Mr Ashok Narayan, whether or not you know him?

MR SINGH: I said I did not.

ADV SELEKA SC: You do not.

MR SINGH: And then there is Suan Dijon.

20 **MR SINGH:** Do you need me to confirm each one of these again?

ADV SELEKA SC: Ja, whether or not you know.

MR SINGH: No, I do not.

ADV SELEKA SC: Mark Henry Juan Paul Verasat?

MR SINGH: No, I do not.

ADV SELEKA SC: Zitholele Nyangana Absalom Sindi?

MR SINGH: No, I do not.

ADV SELEKA SC: Sarushni Pillay?

MR SINGH: No, I do not.

ADV SELEKA SC: Attie Gupta?

MR SINGH: I do.

ADV SELEKA SC: You do know her. How do you know, is it a mister or miss?

MR SINGH: It is a Mrs.

10 **ADV SELEKA SC:** Okay, how do you know her?

MR SINGH: I think she is the wife to Mr Rajesh Gupta.

ADV SELEKA SC: Rajesh Gupta, the next person?

MR SINGH: Ja.

ADV SELEKA SC: Okay, so you know both of them. Zakiya Ghardia?

MR SINGH: No sir.

ADV SELEKA SC: Salim Aziz Essa?

MR SINGH: Yes sir.

20 **ADV SELEKA SC:** It is pronounced that way, Sanyif Kumar.

MR SINGH: [indistinct]

ADV SELEKA SC: Ja, thank you Mr Singh. Zakharia Kasim Vahid?

MR SINGH: No.

ADV SELEKA SC: Ashok is already there. David Clive

Hersowich?

MR SINGH: No.

ADV SELEKA SC: Veronica Ragavan?

MR SINGH: I do.

ADV SELEKA SC: Govender. How do you know her?

MR SINGH: Mr Chair, she was either the CEO or had some position within Oak Bay Resources or Tegeta at some stage. So I had interactions with her.

ADV SELEKA SC: You have interacted with her?

10 **MR SINGH**: Yes.

ADV SELEKA SC: Okay. What, do you mind telling the Chairperson what the purpose was of the interaction?

MR SINGH: I was explaining to the Chairperson that if it is indeed the same Ms Ragavan who worked at Tegeta or either Oak Bay, she was we interacted relating to I think the pre-payment for 659.

ADV SELEKA SC: The 659 payment.

MR SINGH: Yes.

20 **ADV SELEKA SC**: Which we will come to when we deal with the Tegeta transactions.

MR SINGH: Indeed so.

ADV SELEKA SC: Ja, oh I see. Then Chair, we go to Mr Singh's affidavit on page 482. In the same Transnet Bundle 5(B). 482, paragraph 63, 64, 65.

MR SINGH: The page number again sir? Page number?

ADV SELEKA SC: 482. So your answer is to, at paragraph 1.13.7, return trip to Dubai 11 June 2015 to 15 June 2015. Paragraph 63 says:

“I confirm that I travelled to return to Dubai on the dates set out above.”

Now again to your earlier explanation, this will be a private trip.

MR SINGH: That is correct.

ADV SELEKA SC: 64 says, Mr Singh your private trips, I
10 know we have not asked this. If you are able to tell the Chairperson when they are private what is it? Is it a holiday you are taking to Dubai or is it something you cannot disclose because it is private and personal?

MR SINGH: Mr Chair, at this point I would like to believe that they are private and personal.

ADV SELEKA SC: Okay. 64 says:

“I have no knowledge whether the individuals listed in this paragraph were in Dubai during the period mentioned, since I have not been
20 provided with any proof thereof.”

65 says:

“Lastly I take note of the allegation that I allegedly share the flight with Ashok Narayan. I however deny that I knew that he was on the same flight.”

I see that you do not deny knowing him.

MR SINGH: Mr Chair, the forensics did not ask for us to confirm whether we knew these individuals.

ADV SELEKA SC: Is it because you heard my learned friend whisper that?

MR SINGH: No.

ADV SELEKA SC: Because she just said that now. You are not allowed to testify.

MR SINGH: No sir, I did not.

10 **CHAIRPERSON**: Ja.

ADV SELEKA SC: She whispered that Chair.

CHAIRPERSON: Yes.

ADV VAN DEN HEEVER SC: Chairperson, it was not to assist my client. I mean if Mr Seleka read the notice he would have clearly seen that it does not ask do you know these people or not.

CHAIRPERSON: Yes, but I do not think you should interfere.

ADV VAN DEN HEEVER SC: It was not to interfere
20 Chairperson, not at all.

CHAIRPERSON: Ja, okay alright. Let us continue.

ADV SELEKA SC: Thank you Chair. Obviously Chair I can traverse issues beyond the directive to Mr Singh. Mr Singh, then let us go back to, sorry. Chair, you do not have any question before?

CHAIRPERSON: Are you done, are you done with having dealt with 22.7?

ADV SELEKA SC: No, we are still ...[intervenes]

CHAIRPERSON: You are at 22.6?

ADV SELEKA SC: No, we are still at, we are just finishing 22.5.

CHAIRPERSON: Ja, let us move on to 22.6 and 22.7 and let us finish that part.

ADV SELEKA SC: Yes. Mr Singh, back to Ms Suleiman's
10 affidavit. Paragraph 22.6. Now:

“A booking was requested by Mr Singh for Mr Singh and partner to fly from Johannesburg on 15 December 2015 to Dubai and back to Johannesburg on 24 December 2015. Mr Singh and his partner were issued with ticket numbers 691663661 and 691663662 respectively see SS20. The total cost of R140 000-00 was charged to Mr Essa's account, see SS21. From my recollection I
20 received a call from Mr Singh who informed me that a driver would be dropping off cash to settle the account. As per Mr Singh's advice, the driver dropped off the cash on I attach hereto the receipt issued, dated 21 December 2015, see SS22. After receipt of the cash, we

gave it to a friend of ours who in turn did an EFT to the Travel Excellence FNB account in an amount of R140 000-00 on 21 December 2015, see SS23. We sometimes do this in order to avoid having to pay a cash deposit fee if we deposited the cash at the bank.”

Now the same questions follow Mr Singh. Do you confirm your alleged request for yourself and your partner to Travel Excellence for the trip on the date 15 December
10 2015 to 24 December 2015?

MR SINGH: I do so sir.

ADV SELEKA SC: And the place as mentioned, from Johannesburg to Dubai and back to Johannesburg?

MR SINGH: That is correct.

ADV SELEKA SC: The amount, hundred and forty thousand, do you also confirm it?

MR SINGH: Mr Chair, if we have regard to the amount ...[intervenes]

CHAIRPERSON: Or subject to the usual concerns that you
20 have raised.

MR SINGH: Yes, Mr Chair.

ADV SELEKA SC: Ja, and the ...[intervenes]

CHAIRPERSON: The driver.

ADV SELEKA SC: The way in which payment was made?

MR SINGH: Mr Chair, as before ...[intervenes]

ADV SELEKA SC: Ja.

MR SINGH: I do confirm that I made the payment.

CHAIRPERSON: Yes, okay.

ADV SELEKA SC: You cannot recall how you made the payment?

MR SINGH: That is correct. I confirmed that the payment was made by me.

CHAIRPERSON: You confirm that you made the payment, what you cannot confirm is whether it was cash

10 ...[intervenes]

MR SINGH: Yes.

CHAIRPERSON: Or EFT.

MR SINGH: Or driver.

CHAIRPERSON: Ja. Or a driver, did you say or a driver?

MR SINGH: Yes, Mr Chair as before yes.

CHAIRPERSON: Okay, alright.

ADV SELEKA SC: Thank you Chair. There is again in this case a correlation in the directive, in the Eskom, Transnet Bundle 5(B), page 428.

20 **MR SINGH:** Sorry Mr Chair, before we go there. Are we going to deal with the discrepancies on the ...[intervenes]

CHAIRPERSON: The invoice?

MR SINGH: Yes.

CHAIRPERSON: Well, I understood you to be saying as far as the invoice is concerned, subject to your concern

that you have expressed in regard to other bookings, about the discrepancy, you had no problem with the amount. I understood you to be saying that.

MR SINGH: No, no I am just saying that the amount in this case is relatively large.

CHAIRPERSON: Relatively?

MR SINGH: Large.

CHAIRPERSON: Oh, okay. Let us, ja let us deal with that. Okay, what would you like to say about it?

10 **MR SINGH**: Mr Chair, if you go again to 1565.32.

CHAIRPERSON: Yes.

MR SINGH: As you will see, as we raised before Mr Chair, the airport tax, the air fare seems to be correct when cross-referenced to the Serendipity invoice which is reflected on 1565.33. but the airport taxes are completely misrepresented and if you then look Mr Chair, the total of the Serendipity invoice is in the region of about R95 500-00.

20 Yet the amount that is then on the invoice, is hundred and forty thousand. So Mr Chair, these discrepancies are rather large.

CHAIRPERSON: Ja.

MR SINGH: And even if I was generous Mr Chair, I would not be paying ...[intervenes]

CHAIRPERSON: Ja.

MR SINGH: Such large discrepancies.

CHAIRPERSON: Yes, yes.

MR SINGH: And Mr Chair, lastly again. If you add up all these numbers that appear on this tax invoice, they actually do not come to hundred and forty thousand. They actually come to R146 560, 144 560.

CHAIRPERSON: Ja, okay, okay.

ADV SELEKA SC: Did they give you a discount?

MR SINGH: Sorry?

10 **ADV SELEKA SC:** Did they give you a discount?

MR SINGH: Well it seems like I was overcharged firstly and then they decided to give me a discount.

CHAIRPERSON: Ja, okay, alright. Mr Seleka?

ADV SELEKA SC: Ja, thank you Chair, and I also see that the tax invoice doesn't only include tickets it also includes what appears to be Dubai visas, amounts to multiple entry and then the ticketing fee.

MR SINGH: That is correct.

ADV SELEKA SC: H'm.

20 **MR SINGH:** There's a correlation again Chair.

CHAIRPERSON: H'm.

ADV SELEKA SC: Sorry Mr Singh how would you receive invoices from Travel Excellence?

MR SINGH: I think it was on WhatsApp or some sort of communication.

ADV SELEKA SC: H'm on WhatsApp?

MR SINGH: Yes.

ADV SELEKA SC: Or?

MR SINGH: I would think it's WhatsApp, I don't think – at that time I didn't really maintain an email address or private email address but I think it would have been on WhatsApp.

ADV SELEKA SC: I thought the CFO would be fastidious about these things?

10 **MR SINGH:** Well as it relates to my own personal stuff I'm not sloppy.

CHAIRPERSON: H'm okay what page Mr Seleka?

ADV SELEKA SC: Page – Transnet 5(B) page 428.

CHAIRPERSON: That's Transnet Bundle 5?

ADV SELEKA SC: Yes, 113.8.

CHAIRPERSON: Ja.

ADV SELEKA SC: You are there, Mr Singh, it relates to a trip to Dubai between 15 December 2015 and 24 December 2015, that corresponds with paragraph 22.6 in Ms
20 Suleiman's affidavit,

“The following individuals were in Dubai during the same period, Marc Henry – ja those difficult names, Henry, John, Paul ...[Indistinct], Zanier Verbeek, do you know that person Mr Singh?

MR SINGH: No I do not know anyone of these.

ADV SELEKA SC: Hamza Farooqui, I've already asked you, Soojang Dejon[?], Ashrack Narajan[?], Idam Essa.

MR SINGH: No.

ADV SELEKA SC: You don't know him, he seems to be related to Mr Essa?

MR SINGH: I would assume so.

ADV SELEKA SC: Zeenat Osmani[?] do you know him?

MR SINGH: No.

ADV SELEKA SC: Sureya Kent Singana[?].

10 **MR SINGH:** No.

ADV SELEKA SC: Artie Gupta, you know, Shubange Gupta?

MR SINGH: No.

ADV SELEKA SC: You don't know?

MR SINGH: No.

ADV SELEKA SC: Amankant Singana[?]

MR SINGH: No.

ADV SELEKA SC: Chasank Singana[?]

MR SINGH: No.

20 **ADV SELEKA SC:** Duduzane Zuma?

MR SINGH: No.

ADV SELEKA SC: Duduzane Zuma?

MR SINGH: No.

ADV SELEKA SC: You don't know Mr Duduzane Zuma?

MR SINGH: Well, I know of him.

ADV SELEKA SC: Oh, you've never met him?

MR SINGH: No.

ADV SELEKA SC: Mogammed Rafique Bagus.

MR SINGH: No.

ADV SELEKA SC: Rajesh Kumar Gupta?

MR SINGH: No.

ADV SELEKA SC: Yes?

MR SINGH: Sorry yes.

ADV SELEKA SC: Yes, Edward Mziwoxolo Zuma?

10 **MR SINGH:** No.

ADV SELEKA SC: Jan Hendrik Christiaan Smal?

MR SINGH: No.

ADV SELEKA SC: Seipati Sylvia Dlamini?

MR SINGH: No.

ADV SELEKA SC: Thabo Sylvester Johnson.

MR SINGH: No.

ADV SELEKA SC: Shamim Shaik?

MR SINGH: No.

ADV SELEKA SC: Marco Rottenberg?

20 **MR SINGH:** No.

ADV SELEKA SC: Tokyo Sexwale?

MR SINGH: No.

ADV SELEKA SC: You don't know Mr Tokyo Sexwale

MR SINGH: No sir, I know of him but I don't know him.

ADV SELEKA SC: Tokyo Masima Gabriel Sexwale. Ja

now Alphen de Kock?

MR SINGH: No sir.

ADV SELEKA SC: Sakiya Vulga.

MR SINGH: No sir.

ADV SELEKA SC: Fana Hlongwane?

MR SINGH: No sir.

ADV SELEKA SC: Xolisa Kennedy Memani?

MR SINGH: No sir.

ADV SELEKA SC: Tato Motwe.

10 **MR SINGH:** No.

ADV SELEKA SC: Surely? Your answer?

MR SINGH: No.

ADV SELEKA SC: No. Patiswa Gift Magashule?

MR SINGH: No sir.

ADV SELEKA SC: David Clive Haskovitch?

MR SINGH: No sir.

ADV SELEKA SC: Sumati Neil Jacobs?

MR SINGH: No sir.

ADV SELEKA SC: Ayanda Dlodlo?

20 **MR SINGH:** No sir.

ADV SELEKA SC: Madwikano Imogen Mashazi?

MR SINGH: No.

ADV SELEKA SC: Zachariah Cassim Mahied?

MR SINGH: No.

ADV SELEKA SC: Paul Shondlo Flati?

MR SINGH: Not too sure, if it is the ex CFO of Eskom.

ADV SELEKA SC: Yes.

MR SINGH: I may have met him once or twice in CFO forums that – for SOC's so I don't really recall but if I did in that circumstance.

ADV SELEKA SC: Yes, David Douglas Des van Rooyen?

MR SINGH: No sir.

ADV SELEKA SC: So you know of him?

MR SINGH: I know of him but I don't know him.

10 **ADV SELEKA SC:** Ja, Prosper Ladislas Abessi?

MR SINGH: No sir.

ADV SELEKA SC: Mohamad Noah Kapati?

MR SINGH: No.

ADV SELEKA SC: You know of him?

MR SINGH: Mr Mohamad Noah Kapati?

ADV SELEKA SC: Yes.

MR SINGH: No.

ADV SELEKA SC: Kupdan Terran Moodley?

MR SINGH: Kovendran Moodley?

20 **ADV SELEKA SC:** Yes.

MR SINGH: No sir. I know of him.

ADV SELEKA SC: You know of him?

MR SINGH: Yes.

ADV SELEKA SC: How do you know of him?

MR SINGH: Sorry sir?

ADV SELEKA SC: How do you know of him?

MR SINGH: Because of all the articles that have been written, I don't have a relationship.

ADV SELEKA SC: No, no that's fine but I just want to know how do you know of him?

MR SINGH: Because of the media articles.

ADV SELEKA SC: To what effect?

MR SINGH: In terms of the allegations relating to his involvement in ...[indistinct – dropped voice].

10 **ADV SELEKA SC:** His involvement in Regiments?

MR SINGH: The allegations relating to Regiments and the – I don't know what you want to call them, the alleged relationship that he has with Regiments.

ADV SELEKA SC: You've never met him through Regiments?

MR SINGH: No sir.

ADV SELEKA SC: Ashu Chala?

MR SINGH: No sir, I may have met Mr Ashu at the Gupta residence but that would be limited to that.

20 **ADV SELEKA SC:** Yes, so you have been...[intervenes].

CHAIRPERSON: You know Mr Seleka, Mr Singh if necessary can do a supplementary affidavit to say which one of these people he knows which ones he doesn't know.

ADV SELEKA SC: Okay.

CHAIRPERSON: So maybe you can devote your

questioning to more substantive things.

ADV SELEKA SC: Yes Chair.

CHAIRPERSON: Ja.

ADV SELEKA SC: Thank you, oh, sorry but can I follow up on this question Chair, which I just had?

CHAIRPERSON: Ja.

ADV SELEKA SC: Mr Singh you said you might or may have met him at the Gupta residence?

MR SINGH: Yes.

10 **ADV SELEKA SC:** Is that in Saxonwold?

MR SINGH: Yes.

ADV SELEKA SC: You have been there?

MR SINGH: Yes.

ADV SELEKA SC: A couple of times?

MR SINGH: As I've testified to the Commission already.

ADV SELEKA SC: Yes.

CHAIRPERSON: I'm sorry I didn't hear the answer.

MR SINGH: I said, as I've testified to the Commission already, Mr Chair.

20 **CHAIRPERSON:** Well he asked a few times or a number of times.

ADV SELEKA SC: A couple of times.

CHAIRPERSON: A couple of times.

MR SINGH: Now you ask me to remember my response that I gave three or four weeks ago.

CHAIRPERSON: No, no he's not asking about the response you gave, he says, you said you may have met him at the Gupta residence. So then he asked, oh you've been there, I think you said yes and then he said a couple of times and what's your answer to that?

MR SINGH: Well, if you're defining a couple as two, then no, Mr Chair, it was definitely more than that.

CHAIRPERSON: It was more than that?

MR SINGH: Yes.

10 **CHAIRPERSON:** Okay, and what estimate would you give?

MR SINGH: I think when we ...[intervenes]

CHAIRPERSON: Over the whole period?

MR SINGH: I think when we traversed this the last time, I think we spoke about ...[intervenes].

CHAIRPERSON: Six or eight or ten, no I think you said, not more than ten.

MR SINGH: I think it was between 10 and 12.

CHAIRPERSON: Oh, okay, now I remember ja. No, no I'd
20 forgotten that you did actually talk about how many times.

ADV SELEKA SC: But I wasn't – was I here?

CHAIRPERSON: [Laughter].

ADV SELEKA SC: I wasn't here.

CHAIRPERSON: Or was it on Transnet?

MR SINGH: It was on Transnet.

CHAIRPERSON: Oh yes, it was on Transnet ja, so I'm sorry Mr Seleka we're talking about Transnet and you were not involved in Transnet.

MR SINGH: Well, in all fairness Mr Chair, you also talked to me about Eskom and Transnet.

CHAIRPERSON: Ja, no, no that's true okay alright, so he said under the Transnet work stream he had been to the Gupta residence, either he said not more than 10 times or maybe around ten times, okay.

10 **ADV SELEKA SC:** Okay, it's fine, I won't read the rest of the names Mr Singh, if we need to do a supplementary affidavit we can do so but I'll be in touch with your legal team. Then your affidavit is on page 482 at the bottom of the page paragraph 66.

MR SINGH: What page?

ADV SELEKA SC: 482.

CHAIRPERSON: 482?

ADV SELEKA SC: Yes.

CHAIRPERSON: The last paragraph?

20 **ADV SELEKA SC:** The bottom of the page, paragraph 66.

CHAIRPERSON: H'm.

ADV SELEKA SC: So the - it's an answer to paragraph 113.8, return trip to Dubai 15 December 2015 to 24 December 2015, Mr Singh says,

"I confirm that I travelled return to Dubai on the

dates set out above”,

Mr Singh again it will be for private purpose?

MR SINGH: That is correct yes.

ADV SELEKA SC: And then the next page is,

“I have no knowledge whether the individuals listed in this paragraph were in Dubai during the period mentioned since I have not been provided with any proof thereof”.

Should we read into that, Mr Singh, that you didn’t meet
10 with them in Dubai?

MR SINGH: No sir, I confirm that I did not meet with the individuals in Dubai.

ADV SELEKA SC: Sorry I can’t hear?

MR SINGH: I did not meet with any of these individuals.

ADV SELEKA SC: So even in those occasions when Mr Salim Essa is said to have been in Dubai the same time, should we read your answer to that, where you say that you have no knowledge that they were present there, to mean that you did not meet with them?

20 **MR SINGH**: That is correct.

ADV SELEKA SC: Chairperson I think we’ve reached the end of it, paragraph – that was 22.7.

CHAIRPERSON: Ja, you were still on 22.6.

ADV SELEKA SC: Ja we’re getting to that.

CHAIRPERSON: You still have 22.7.

ADV SELEKA SC: That's correct, that's Ms Suleiman's affidavit Mr Singh sorry to have to jump between the two files. Page 1565.6 paragraph 22.7 reads,

10 “A booking was requested for Mr Singh to fly from Johannesburg to Dubai on 50524 February 2017 and back on 27 February 2017, I cannot recall who made this request. Mr Singh was issued with ticket number 9150537622CSS24. We further also booked a ticket for Mr Rajesh Kumar Gupta (Mr R Gupta)
20 for this flight, together with visas for Mr Varun Gupta and Mr [indistinct] Singala, the invoice is addressed to Mr R Gupta and was charged to account number C000349 which was the account belonging to Sahara Computers, a Gupta owned entity. The total amount invoiced was R134 560.00 CSS25. To the best of my recollection I received a call from Ashu Twala who was our contact person at Sahara Computers who informed me that a driver would be dropping off the money in cash. This, in
20 deed took place seeing as the driver dropped of R170 000 in cash shortly thereafter, the difference would have been for settlement of outstanding fees on their account CSS26. This cash was again given to a friend, who in turn made an EFT payment to Travel Excellence FNB account CSS27”.

I will – for completeness I will read,

“In the past, we have frequently assisted the Guptas with booking flights for themselves or for other parties on the request of either the Guptas or Mr Essa, then 22.9, it is common for our clients to pay cash for their bookings, both Mr Essa and Mr Singh frequently sent their drivers to deliver cash for their bookings”,

Mr Singh do you – that 22.7, do you confirm the trip from
10 Johannesburg to Dubai on 24 February 2017 to 27 February 2017?

MR SINGH: I do sir.

ADV SELEKA SC: You do, at your request again?

MR SINGH: Yes.

ADV SELEKA SC: With Travel Excellence?

MR SINGH: Yes.

ADV SELEKA SC: And for private purpose?

MR SINGH: That's correct.

ADV SELEKA SC: Your – the payment, they say it was
20 made by Sahara Computers, did you make the payment yourself?

MR SINGH: I did sir.

ADV SELEKA SC: You did?

MR SINGH: Yes.

ADV SELEKA SC: Do you know of Sahara Computers

making this payment as alleged?

MR SINGH: No sir.

ADV SELEKA SC: Do you know whether – were you aware that Mr Rajesh Gupta, together with Mr Varun Gupta and Mr Singala were also booked on the same flight?

MR SINGH: I don't think she's saying that they were booked on the same flight, I think she's just saying that visas were arranged.

ADV SELEKA SC: She says for this one,

10 “We further also booked a ticket for Mr Rajesh Kumar Gupta for this flight, together with visas for Mr Varun Gupta and Mr Singala”,

Ja, well, maybe we should then just confine ourselves to Mr Rajesh Gupta.

MR SINGH: Mr Chair, I was not – I do not recall Mr Gupta being on the flight, I don't recall seeing him.

ADV SELEKA SC: On that flight?

MR SINGH: Yes.

ADV SELEKA SC: Do you recall, how much you paid?

20 **MR SINGH:** Ah Mr Chair, this is going to be an interesting one. Let's go to the document...[intervenes].

ADV SELEKA SC: Well, I don't think she says you paid because she says Sahara Computers made the payment and that was a cash payment dropped off by a driver but she seems to suggest that the payment for yourself and Mr

Rajesh Gupta for the flights and then on the other hand for the visas for the two other gentlemen was a collective payment made by Sahara Computers.

MR SINGH: I think that's what she's...[intervenes].

ADV SELEKA SC: Yes.

MR SINGH: So, Mr Chair, if we go to the documents at 1565.37 which is Annexure SS25.

CHAIRPERSON: Just repeat that Mr Singh please?

MR SINGH: 1565.37.

10 **CHAIRPERSON:** 1565.37?

MR SINGH: That is correct.

CHAIRPERSON: Okay.

MR SINGH: And we will also reference 1565.36.

CHAIRPERSON: Ja, okay I'm there. What points did you wish to make about?

MR SINGH: Mr Chair, I think, firstly we – so Mr Chair, I have no recollection of this arrangement in terms of Sahara paying for my trip, there was no such arrangement that I recall. So, as I've stated I paid for my trip, so if you look
20 at the 15 – the ...[indistinct] invoice which is at 1565.37 it is made out to Rajesh Kumar Gupta and it reflects me as a passenger which correlates to the tax invoice which is basically from Serendipity on 1565.37. Now, what is interesting is that this invoice relates to the Serendipity invoice we should have the same configuration of the

Serendipity invoice as it was the case with my partner when we travelled and the configuration was that her name was on the top my name was on the bottom so it was one booking with one ticket, I mean, two tickets but one booking. Now you find that in this case, Mr Gupta is not reflected on this...[indistinct – dropping voice] which I can only assume that he then made his own arrangement and there's another invoice which is obviously not provided by, either Serendipity or Travel Excellence, so that's the first
10 point. Then if you look at the SS26 which is on 1565.38.

CHAIRPERSON: Yes.

MR SINGH: Mr Chair, on Ms Osmond's – on Ms Suleiman's version he agrees that it is Sahara that paid, he received the cash from[indistinct – dropped voice] yet the receipt is made out to Mr Singh, so I don't understand. If anything, Mr Chair, that should have been made out to Sahara Computers or in the name of Mr Rajesh Kumar Gupta.

ADV SELEKA SC: Thank you, there is a correlation
20 again, Chairperson, in Transnet.

CHAIRPERSON: Yes.

ADV SELEKA SC: Bundle 5(B) page 428, Mr Singh, paragraph 1.13.9.

MR SINGH: Sorry?

ADV SELEKA SC: 428.

CHAIRPERSON: What's the paragraph?

ADV SELEKA SC: 1.13.9, the second last paragraph, return trip to Dubai between 24 February 2017 and 27 February 2017, that's one and then the second part of it you shared both flights to and from Dubai with Mr Rajesh Kumar Gupta on flight EK762 and EK761, you have said you were not aware of him?

MR SINGH: No sir.

ADV SELEKA SC: Your response to this is on page 483 of
10 the same Transnet Bundle 5 (B).

CHAIRPERSON: 483?

ADV SELEKA SC: 483 paragraph 68, 69 and 70, it's an answer to paragraph 1.13.9 return trip to Dubai, 24 February 2017 to 27 February 2017, paragraph 68 reads,

"The content of this paragraph is denied. I specifically deny the allegation that I travelled return to Dubai between 24 February 2017 to 27 February 2017",

Now – okay Mr Singh I'm not appreciating, yet, your
20 denial so you will help me understand because...[intervenes].

MR SINGH: In terms of the content of the...[intervenes].

CHAIRPERSON: No let him finish, Mr Singh

ADV SELEKA SC: Because the allegation in Ms Suleiman affidavit, paragraph 22.7 I thought is to the same effect of

your – it's not?

MR SINGH: Not technically.

ADV SELEKA SC: Okay, you can explain the difference because you admit Ms Suleiman's allegation...[intervenes].

MR SINGH: So, if you look Mr Chair at 428, I'm on the right page right, 428?

ADV SELEKA SC: 428 yes, 1.13.9.

MR SINGH: Yes, if you look at 428, Mr Chair, 1.13.9 it says, according to the 10(6) notice, return trip to Dubai
10 between those dates, 24 and 27.

ADV SELEKA SC: Yes.

MR SINGH: So, Mr Chair, in actual fact the – again as in the case of Hong Kong, I was transiting through Dubai, so the actual flight destination was actually South Africa, Dubai, Deli. So the 10(6) the first return trip to Dubai was not a return trip it was a return trip to Deli, so that's what we...[intervenes].

ADV SELEKA SC: Can you compare this with Ms Suleiman's paragraph 22.7 because I know you accept that
20 one, you admit that one but I just need to understand what is different – what is the difference between the two because she also says a booking was requested for Mr Singh to fly from Johannesburg to Dubai on 24 February 2017 and back on 27 February 2017. I cannot recall who made this request, Mr Singh was issued with a ticket. So,

that part you have said that it is correct and I thought it is the same as ...[intervenes].

MR SINGH: Okay maybe I should have then said, it's not technically correct because the Serendipity does refer to a date if I can get to it, I think it's 1565 ...[indistinct – dropping voice].

ADV SELEKA SC: You want the ticket, SS24?

MR SINGH: SS24.

ADV SELEKA SC: Is on page 1564.36.

10 **MR SINGH**: Yes, and you'll see there, Mr Chair, it basically says Joburg, Dubai, Deli, Dubai, Joburg, so maybe I should have also, when you led paragraph...[indistinct – dropped voice].

ADV SELEKA SC: So are you saying the omission of Deli is what you're trying to correct?

MR SINGH: Well, let's understand, when you led 22.7 you asked me if I agree that the tickets were issued.

ADV SELEKA SC: No that was a trip on those dates 24 to 27 February from Johannesburg to Dubai and back from
20 Dubai to Johannesburg.

MR SINGH: Okay, so maybe I should have said, technically, it was actually to – includes Deli as well.

ADV SELEKA SC: Oh, so it's correct – what is it, it's correct, save that you need to add Deli to it?

MR SINGH: [Inaudible 27.08].

ADV SELEKA SC: Okay but is it the same as the 10.6 directive?

MR SINGH: The reason why we deny the 10.6 directive was because we thought they were specifically referring to flights that only happened between – it says return trip from Dubai to – I mean between these with a return trip so we actually said, no it's not a return trip from Dubai only, it also included a leg to Deli and we make the point that we actually didn't spend any time in Dubai, it was in transit.

10 **ADV SELEKA SC:** Which, I suppose insofar as the qualification is made in regard to Ms Suleiman's affidavit add Deli, accept the rest but you need to add Deli, I think, nothing further turns on that.

MR SINGH: No.

ADV SELEKA SC: No, it's just the issue of payment, of course which is the one lingering issue.

MR SINGH: [Inaudible 28.16].

ADV SELEKA SC: In the sense that she says there was a global payment of R170 000 from Sahara Computers, you
20 say you paid for yourself.

MR SINGH: Yes, ja.

ADV SELEKA SC: And then whether you were with Mr Rajesh Gupta on the flight, you say – what do you say, you're not aware of that or you deny that?

MR SINGH: I did not see him on the flight.

ADV SELEKA SC: Oh, you didn't see him. Chairperson that is on the travel. Can you recall how did you pay for this flight, Mr Singh, for this trip?

MR SINGH: Well, Mr Chair, if you look at the amount, it's around R60 000, I assume it was in and around that amount.

CHAIRPERSON: Raise your voice please?

MR SINGH: I'm sorry Mr Chair, I'm saying if we have reference to the Serendipity invoice it was around R60 000
10 so I assume it will be in that region.

CHAIRPERSON: Okay.

ADV SELEKA SC: Yes, but how did you pay, can you recall, or you wouldn't, driver drop off cash, EFT?

MR SINGH: I'd be speculating that.

ADV SELEKA SC: Okay, now, Mr Singh, looking at this evidence or affidavit of Ms Suleiman that it was Mr Salim Essa who introduced you to them, you say you can't recall.

CHAIRPERSON: No I think he did not say it.

MR SINGH: I denied it.

20 **CHAIRPERSON:** He did not say he did not recall, it he denied it.

MR SINGH: Denied.

ADV SELEKA SC: Oh you denied it?

CHAIRPERSON: Ja.

ADV SELEKA SC: Okay. Oh then that will make me ask you

a different question. Chair I see the time, 5:44.

CHAIRPERSON: Yes well let me ask this question.

ADV SELEKA SC: Yes.

CHAIRPERSON: Have you noted Mr Singh that in her affidavit about these bookings Ms Suleiman at one time says she one time says you made the request for the booking. Other – on other times she says she cannot recall who made the requests. You note that?

MR SINGH: Yes.

10 **CHAIRPERSON:** Okay. And sometimes she says you made payment by way of arranging for a driver to drop off cash. You have noted that?

MR SINGH: Yes.

CHAIRPERSON: And sometimes she says Mr Essa made payment to settle your account. Maybe just once I do not know whether it is more than once but sometimes she says so. Do you recall that?

MR SINGH: Yes.

20 **CHAIRPERSON:** And – and she says I think all the time these bookings they linked them – them to Mr Salim Essa's account for the reason that she gave that they regarded him as the "Guarantor" in quotes. Now you are not suggesting are you that where she says Mr Salim Essa made the payments in regard to your account your bookings or trips that she is deliberately and falsely getting Mr Essa to be

involved in regard to your trips but you are saying she may be mistaken or are you saying no she is just fabricating? Or you saying no I am not saying she is fabricating I think she is genuinely mistaken?

MR SINGH: Mr Chair in terms of the overall concluding.

CHAIRPERSON: Ja.

MR SINGH: Remarks that I wanted to start with.

CHAIRPERSON: Yes, yes.

MR SINGH: You would see that the discrepancies that I
10 have highlighted.

CHAIRPERSON: Ja.

MR SINGH: Throughout all of this.

CHAIRPERSON: Yes.

MR SINGH: Indicate that maybe Travel Excellence's accounting records their books of account and the like is not exactly one hundred percent.

CHAIRPERSON: Ja, ja.

MR SINGH: Which may lead one to conclude that it is a fabrication in terms of the documents that we have now
20 seen. Because there is one document that I recall now Mr Chair that I would just like to highlight. Just one point.

CHAIRPERSON: Ja.

MR SINGH: And then I will move on Mr Chair. Which is fairly a small thing but it is – to me it is a bit of – it is a significant matter. If you – if you look at 1565.37.

CHAIRPERSON: H'm

MR SINGH: Which is the – the invoice that relates to Mr Rajesh Kumar Gupta which is the last invoice for R134 560.00 you will notice Mr Chair in the centre of the invoice at the bottom there is a date of 28 November 2018 which is the day before the commissioning of this affidavit. So again Mr Chair I am as you said before we do not know the relevance of this date but it begs the question when was this invoice generated? And on what basis and how? So on
10 one hand Mr Chair I am – if I had to give the benefit of the doubt to Ms Suleiman I would say this is just very bad accounting and record keeping and admin and if that is the case then Mr Chair if you look at the – the theme it may be that she – because on her version she allocated me to Mr Essa's account then the receipts that she got she issued receipts with reference to Mr Essa. So that could be one version or explanation.

CHAIRPERSON: Ja.

MR SINGH: And then on the extreme side you could then
20 say given this evasiveness of this irregular discrepancies it could be that – that it is a fabrication because as I said before Mr Chair it is – it is convenient for a bank statement to reflect a R170 000.00 then to – for you to say I received R170 000.00 in cash and then you have an invoice that has significant discrepancies that add up to R170 000.00.

CHAIRPERSON: Ja.

MR SINGH: And your source documents do not tie them – tie up to them.

CHAIRPERSON: Ja.

MR SINGH: So that is the summary I would make Mr Chair.

CHAIRPERSON: Okay no that is fine. We need to stop because our counsel needs to go and we did agree that in order to stop but I just want to say that it will be a – or let me put it this way. To the extent that you made payments to
10 Travel Excellence you would have made those payments if it was EFT or other than cash you would have made those payments to whatever account number they would have given you, is that right?

MR SINGH: I would think so yes.

CHAIRPERSON: Yes. Yes. And if it was cash you would have given them cash and they would have deposited themselves.

MR SINGH: Yes.

CHAIRPERSON: To whatever account. Okay. So I think
20 that the legal team and investigation team need to make arrangements for Travel Agents – Travel Excellence bank accounts to check whether there were payments from Mr Singh in regard to any of these so that if there is proof that payments were made we can know payments were made from his account. Obviously those that 00:08:14 of cash that

is different. But we must establish which ones if any reflect payments that were made through EFT or what okay.

ADV SELEKA SC: Yes Chair.

CHAIRPERSON: Alright. I think we must stop here.

ADV SELEKA SC: Yes.

CHAIRPERSON: Then maybe on the day when Mr Singh comes back to the extent that there is something to wrap up.

ADV SELEKA SC: Yes.

CHAIRPERSON: On this we will wrap up and then move on.

10 **ADV SELEKA SC:** Yes.

CHAIRPERSON: Okay alright.

ADV SELEKA SC: Yes Chair. Thank you.

CHAIRPERSON: Okay. Thank you very much to everybody we are going to adjourn for the day. For the benefit of the public tomorrow I am hearing the evidence of Mr Gwede Mantashe testifying on behalf of the ANC in regard to Parliamentary Oversight and the issue of deployment and other matters. But basically it will be about Parliamentary Oversight and deployment because the President will
20 towards the end of the month testify in relation to the ANC.
We adjourn.

INQUIRY ADJOURNS TO 14 APRIL 2021