

IN THE HIGH COURT OF SOUTH AFRICA

EASTERN CAPE LOCAL DIVISION, MTHATHA

CASE NO.: 2193/2021

In the matter between:

NONKULULEKO MXOTWA

Applicant

and

THE MUNICIPAL MANAGER,
KING SABATA DALINDYEBO
LOCAL MUNICIPALITY

First Respondent

KING SABATA DALINDYEBO
LOCAL MUNICIPALITY

Second Respondent

JUDGEMENT

RUSI AJ:

[1] This is an application concerning the disconnection by the Respondents of the electricity supply to the Applicant's place of residence on 18 May 2021.

The Applicant sought relief in the following terms:

1. That the application be heard as a matter of urgency and that the non-compliance with the rules pertaining to form and service be condoned.
2. That a rule *nisi* be issued, returnable on 25 May 2021, calling upon the Respondents to show cause, if any, why the following orders should not be made final:
 - 2.1 that the Respondents be ordered to reconnect the electricity supply to the Applicant's premises at 8 Mnukwana Street, Ikwezi Township, Mthatha ("the affected premises") within 2 hours of the Order being granted;
 - 2.2 that the Respondents be prohibited from disconnecting the electricity supply to the affected premises, or from disrupting the supply of electricity for reasons pertaining to arrears allegedly owed with regards to the relevant electricity account, until such time as the dispute lodged by the Applicant, and/or proceedings of statement and debatement of account, to be lodged within 30 days of the dispute not being resolved, are finalized; and
 - 2.3 that in the event of the Respondents failing to reconnect the electricity supply to the affected premises, the Applicant be entitled to appoint an independent contractor to perform such reconnection, and that the Respondents be responsible for the cost thereof.
3. That paragraphs 2.1, 2.2 and 2.3 shall operate as interim relief pending the finalization of the application.

[2] The application was initially opposed by the Respondents on the basis that no case was made out for the hearing of the matter as a matter of urgency. After hearing both Counsel, this Court granted an order sought in prayers 1, 2 and 3 above. The rule *nisi* was returnable on 21 May 2021.

[3] On the return date the issue of the reconnection of the electricity supply to the affected premises had become academic.

The issues

The remaining issues for determination by this Court are:

[3.1] Whether the Respondents acted lawfully in terms of the relevant legislative provisions when they disconnected electricity supply to the Applicant's premises.

[3.2] Whether there is any dispute pending, as envisaged in section 102(2) of the Municipal Systems Act¹("the Systems Act"), regarding any amount of money charged by the Respondents for municipal services and rates in respect of the affected premises.

[3.3] Whether the provisions of section 129 of the National Credit Act² ("the National Credit Act") apply to the utility agreement in respect of the affected premises.

¹ Local Government: Municipal Systems Act, 2000 (Act 32 of 2000).

² National Credit Act, 2005 (Act 34 of 2005), as amended by the National Credit Amendment Act, 2014 (Act 19 of 2014).

[3.4] Whether a final interdict should be issued prohibiting the Respondents from disconnecting the electricity supply to the affected premises, or from disrupting the supply of electricity for reasons pertaining to arrears allegedly owed, until such time as the dispute lodged by the Applicant, and/or proceedings for statement and debatement of account, to be lodged within 30 days of the dispute not being resolved, are finalized.

Common Cause facts

[4] The facts which are common cause between the parties or not disputed are that when this application was instituted the Applicant was residing at the affected premises with her three minor children. The person with whom the Second Respondent has an agreement to supply municipal services is the Applicant's ex-husband ("the owner"). Monthly statements of account for municipal services and rates ("the rates account") are issued to the owner of the affected premises. The rates account in respect of the affected premises is in arrears, and the disconnection of electricity supply to the affected premises was the result of the unpaid arrears. The owner made payment to the Second Respondent of R8 000-00 on 19 September 2019 and R2 000-00 on 31 August 2019 respectively, towards the municipal rates account in respect of the affected premises. The payment of R8 000-00 ("the suspended payment") was not immediately allocated to the owner's account as a credit, owing to the absence of proper account reference on the payment made.

[5] On 29 September 2021, the owner wrote a letter to the Respondents enquiring about the suspended payment. He requested a payment plan to liquidate the arrear amount; and further requested verified and accurate billing of his rates account. The Respondents did not respond to that letter.

[6] On 21 April 2021 the Applicant's electricity account was blocked by the Respondents, preventing her from purchasing electricity. This led to the Applicant visiting the Respondents' offices to make enquiries about the blockage. She was attended to by Ms Madzidzela to whom the Applicant made reference to the suspended amount, and the fact that the Second Respondent's billing was inconsistent, or inaccurate as shown in the monthly rates account statements and transaction history provided in respect of the affected premises. When no resolution was reached on the query raised by the Applicant, she sought the intervention of her erstwhile Attorneys. The Applicant's erstwhile Attorneys wrote correspondence to the First Respondent, dated 21 and 22 April 2021, respectively. This was followed by the unblocking of the Applicant's electricity account on 22 April 2021, and the allocation of the suspended amount on the 23 April 2021, as credit to the owner's rates account.

[7] On 24 April 2021, the Respondents issued a final demand in respect of the rates account addressed to the owner of the affected premises. The final demand purports to be in terms of section 129 of the National Credit Act as the utility agreement is an incidental credit agreement. It draws the attention of the

its addressee to several alternative dispute resolution mechanisms, including making payment arrangements the Second Respondent's offices. It also warns the addressee that disconnection of electricity supply, *inter alia*, could be effected should the addressee not exercise any of the options set out in the final demand within ten (10) business days from the date of delivery of the notice. Proof of service of that letter was not attached to the answering affidavits, save for copies or printouts of electronic mail dated 3 May 2021, sent by the Respondents to an electronic mail address of the Applicant's erstwhile attorneys.

[8] On 18 May 2021 the Respondents disconnected the supply of electricity to the affected premises in terms of a disconnection order issued by the First Respondent on the same date. When the Applicant became aware of the disconnection, she went to the Respondents' offices to query the disconnection. She also persisted with her query or complaint regarding the inaccurate rates billing. When the Applicant did not receive a satisfactory response to her query regarding the disconnection and her complaint regarding the inaccurate rates billing, she approached this court.

The Application to strike out

[9] Respondents raised an objection to alleged new evidence that was raised by Applicant in her replying affidavit. The test and grounds on which an application to strike out certain averments in an affidavit are set out in Rule

6(15). Those grounds include new matter alleged in a replying affidavit. The Second Respondent, in its answering affidavit deposed to by Ms Madzidzela, challenges the Applicant's authority to enquire on any rates dispute that the owner of the affected premises allegedly lodged with the First Respondent. The letter from the owner dated 29 September 2020, says Ms Madzidzela, does not declare a dispute with the First Respondent. Ms Madzidzela further alleges that the request made in the letter from the owner, for verified rates billing was for the benefit of the owner of the affected premises, not the Applicant. On Ms Madzidzela's version the Applicant never sought any explanation from the Second Respondent.

[10] The Applicant, continues Ms Madzidzela, failed to allege in her founding affidavit what rates calculations were not correctly explained to her; and what the disagreement was about. It is further alleged by Ms Madzidzela that the only dispute that existed was in regard to the suspended payment. According to Ms Madzidzela, once this issue regarding the suspended payment of R8 000-00 was resolved as admitted by the Applicant in her founding affidavit, no dispute was lodged by the Applicant on any amount of municipal services and rates charged by the Second Respondent in respect of the affected premises.

[11] Regarding the difference between the monthly rates statements of account and the transaction history generated by the Second Respondent, it is alleged by Ms Madzidzela that the latter incorporates municipal services and rates charges

for the months ahead in the financial year. On the score of delivery of the disconnection notice dated 23 April 2021 to the Applicant's erstwhile Attorneys by electronic mail, Ms Madzidzela alleges that this was done because *"the second respondent was introduced to the applicant's erstwhile attorneys by the applicant. It cannot now lie in the mouth of the applicant that the respondent was not supposed to communicate with her through those attorneys, when at no stage did she tell the respondent that they are no longer involved in issues concerning the failure to service the rates account for the property"* (sic).

[12] In the paragraphs sought to be struck out from the Applicant's replying affidavit, the Applicant alleges that:

[12.1] the dispute regarding the rates account arose years ago, and the letter written by the owner of the affected premises, dated 29 September 2020, was a continuation of the same dispute.

[12.2] Ms Madzidzela, with whom she spoke about the rates account on 21st April 2021 printed a transaction history, but failed on that day to explain the difference between the rates amounts reflected in the monthly statements and those in the transaction history.

[12.3] her erstwhile Attorney's mandate was specifically to negotiate with the Respondents and resolve the issue pertaining the blocked electricity account. Once this was resolved, there was no further mandate given to her erstwhile Attorneys regarding any other matter.

[12.4] at no stage did she allege that she was enquiring about the rates dispute on behalf of the owner of the affected premises. She did however, obtain information from the owner of the affected premises regarding what transpired when the owner raised the rates dispute in the letter dated 29 September 2020. The owner forwarded the letter to her by electronic mail.

[13] In so far as the contention that the replying affidavit contains new evidence, it is my view that what is sought to be struck out from is not new evidence, but a response to what is alleged in the Respondents' opposing affidavits. I do not understand how else the Applicant should have dealt with those allegations, if not in her Replying affidavit. By contrast the Second Respondent's answering affidavit seeks to attack the credibility of the Applicant by referring to her as "*being disingenuous*".

[14] Therefore, I am not satisfied that the Respondents would be prejudiced in their case if the affected paragraphs of Applicant's replying affidavit are not struck out. Respondents' application to strike out falls to be dismissed.

The Applicant's contentions

[15] The Applicant contends that the disconnection of the electricity supply was unlawful in that she was not served with a notice prior to the disconnection. She only received the final demand dated 23 April 2021 from her erstwhile attorneys on 13 May 2021. The disconnection order was sent to her by electronic mail from her erstwhile attorneys on 18 May 2021. The Applicant

contends that in light of the pending dispute that the owner lodged with the Respondents, the Respondents are prohibited from disconnecting the supply of electricity to her premises until the dispute is resolved. For that submission counsel for Applicant relied on the provisions of section 102 (2) of the Municipal Systems Act which provide that termination of municipal services cannot be effected where there is a dispute between the municipality and the rates payer concerning any specific amount claimed by the municipality from the rates payer.

The Respondents' contentions

[16] The Respondents contend that, because the agreement to supply electricity to the affected premises is with the owner, the Applicant has no right to challenge or query the Second Respondent's billing in respect of rates charged on the affected premises, and therefore the Applicant has not established a clear right entitling her to the relief sought. On this score the Respondents contend that the billing is accurate, in spite of the differing amounts as they appear on the monthly rates account statement and on the transaction history. According to the Respondents the difference between the amounts as they appear on the monthly account statements issued to the owner, and the transaction history is that the latter incorporates amounts of rates for months ahead in the entire financial year.

[17] It is the Respondents' submission further, that the only aspect in respect of which the Applicant was entitled to make enquiries was the issue of the suspended payment of R8 000-00. According to the Respondents, after this amount was properly allocated on 23 April 2021 to the owner's rates account as a credit, there was no dispute regarding the amounts of rates charged. The Respondents contend that when the Applicant failed or neglected to respond to the final demand issued as aforementioned, they were entitled to disconnect the electricity supply to the affected premises.

[18] The Respondents further deny that section 129 of the National Credit Act in terms of which the final demand purports to be issued, applies to the issue of adequate notice prior to the disconnection. The Respondents submitted in the same vein, that in the event this Court finds that section 129 of the National Credit Act does in fact apply to the issue of adequate notice to the occupier; and that the notice issued on 23 April 2021 does not comply with the provisions of this section, this Court should find that the Applicant was none the less given adequate notice, and ample opportunity to make payment arrangements with the Respondents.

Legislative framework

[19] Section 152(1) of the Constitution provides *inter alia* that the objects of local government is to ensure the provision of services to communities in a

sustainable manner; and to promote a safe and healthy environment³. In *Merafong Demarcation Forum and Others v President of the Republic of South Africa and others*⁴ the court said:

“Municipalities form an important component of our constitutional scheme of government. They are closer to the community and they constitute the first line of delivery of services. Indeed one of the objects of local government is ‘to ensure the provision of services to communities in a sustainable manner’.

[20] Section 96 of the Systems Act provides that the municipality must collect all the money that is due and payable to it for municipal services; and to adopt, maintain and implement a credit control and debt collection policy which complies with the provisions of the Systems Act. It is important to note that the Systems Act is peremptory regarding the content of a municipality’s credit control and debt collection policy. Section 97 of the same Act provides as follows:

“97. Contents of policy.—(1) A credit control and debt collection policy must provide for— (a) credit control procedures and mechanisms; (b) debt collection procedures and mechanisms; (c) provision for indigent debtors that is consistent with its rates and tariff policies and any national policy on indigents; (d) realistic targets consistent with— (i) general recognised accounting practices and collection ratios, and (ii) the estimates of income set in the budget less an acceptable provision for bad debts; (e) interest on arrears, where appropriate; (f) extensions of time for payment of accounts;

³³ Section 152 of the Constitution.

⁴ *Merafong Demarcation Forum and Others v President of RSA and Others* 2008 (5) SA 171 (CC) at paragraph 267.

(g) termination of services or the restriction of the provision of services when payments are in arrears; (h) matters relating to unauthorised consumption of services, theft and damages; and (i) any other matters that may be prescribed by regulation in terms of section 104.”

[21] On the issue whether there is a dispute as envisaged in section 102(2) of the Systems Act, Maya JA (as she then was), said the following in ***Body Corporate Croftdene Mall v Ethekewini Municipality***⁵:

[22] It is, in my view, of importance that section 102 (2) of the Systems Act requires that the dispute must relate to a “specific amount” claimed by the municipality. Quite obviously, its objective must be to prevent a ratepayer from delaying of an account by raising a dispute in general terms. The ratepayer is required to furnish facts that would adequately enable the municipality to ascertain or identify the disputed item or items and the basis of the ratepayer’s objection thereto. If an item is properly identified and a dispute properly raised, debt collection and credit control measures could not be implemented in regard to that item because of the provisions of this section. But the measures could be implemented in regard to the balance in arrears, and they could be implemented in respect of the entire amount if an item is not properly identified and a dispute is not properly raised.

[23] Whether a dispute has been properly raised must be a factual inquiry requiring determination on a case-by-case basis.

[22] During the hearing, this Court was referred by counsel for the Respondents to the Second Respondent’s Credit control and Debt Collection Policy (“the policy”) for the financial year 2020-2021, created in terms of the

⁵ *Body Corporate Croftdene Mall v Ethekewini Municipality* 2012 (4) SA 169 (SCA).

Systems Act. Pertinent to the determination of issues in the present application are clauses 2, 18, 19, and 20 of the policy.

[23] There is no doubt that the act of disconnection of electricity supply to the affected premises is an administrative action as defined in section 1 of the PAJA⁶, and that the Applicant is entitled to procedural fairness before the taking of a decision that would materially and adversely affect her right to receive basic municipal service in the form of the supply of electricity. However, the application before this Court is not for the judicial review of the decision taken by the Respondents. This fact notwithstanding, the principle of procedural fairness in so far as it relates to the alleged failure to give adequate notice of intention to disconnect electricity supply will be applied by this Court within the purview of the Second Respondent's policy.

[24] It must be added that clause 19 (2) of the Second Respondent's policy provides that the municipality must permit the customer to make representations prior to the disconnection or discontinuation of the supply of electricity, unless other users will be prejudiced; or there is an emergency situation; or the customer has interfered with the disconnection. None of these exceptions find application *in casu*. According to clause 20(2) of the policy, any disconnection or discontinuation of the electricity supply shall be effected subject to the requirements contained in clause 19(2) *inter alia*.

⁶ Promotion of Just Administrative Justice Act, 2000 (Act 3 of 2000).

The final letter of demand

[25] The Applicant does not deny that she eventually received the final demand from her erstwhile attorneys on 13 May 2021. The Respondents, on the other hand, cannot deny that the Applicant only received the final demand on 13 May 2021. Among the copies of emails annexed to the answering affidavit, there is no proof of the day and time when the email sent to the Applicant's erstwhile attorney containing the final demand was actually received by them. There is also no proof of service of the final demand on an adult person at the affected premises. This is important in light of the fact that the final demand, as mentioned elsewhere in this judgment, purports to be in terms of section 129 of the National Credit Act. It is trite that in terms of the National Credit Act a utility agreement is an incidental credit agreement if any fee or interest is charged on any amount that is not paid on the due date. Therefore, a notice sent in the circumstances of the present case would have to comply with the letter of section 129 of the National Credit Act.

[26] The requirements of service of the notice in terms of section 129(1) of the National Credit Act are as provided by sub-sections 5, 6 and 7 the National Credit Act as inserted by the Amendment Act. The three sub-sections of section 129 provide as follows:

- (5) The notice contemplated in subsection (1)(a) **must** be delivered to the consumer— (a) by registered mail; or (b) to an adult person at the location designated by the consumer.

(6) **The consumer must** in writing indicate the preferred manner of delivery contemplated in subsection (5).

(7) Proof of delivery contemplated in subsection (5) **is satisfied by**— (a) written confirmation by the postal service or its authorised agent, of delivery to the relevant post office or postal agency; or (b) the signature or identifying mark of the recipient contemplated in subsection (5)(b). (emphasis added).

[27] The final demand dated 23 April 2021 falls short of these requirements. It cannot be that while the Respondents issued the notice in terms of section 129 of the National Credit Act, they have a discretion in regard to the manner in which that final demand must be served. The above quoted provisions of section 129 are peremptory. If the Respondents had that discretion, then the amendment to section 129 of the National Credit Act is rendered superfluous.

The dispute in respect of the amounts of rates claimed

[28] The letter dated 29 September 2020 that the owner sent to the Respondents sets out the following:

1. The rates statement as at the time of the letter reflected that the amount of arrears outstanding was R32 000-00, and the last payment by owner was in 2017.

2. There were suspended payments made by the owner totaling R10 000-00. Had these payments been allocated timeously as credit to the rates account of the affected premises, the owner's debt would be drastically reduced.

3. A request for a payment plan to liquidate the arrear amount; and a further request for correct and verified billing for the ratepayer to understand the correct amount due and payable in respect of rates.

[29] An amount of R8 000-00 that was paid by the owner on 19 September 2019, was suspended by the Respondents owing to the absence of a proper account reference number. The Respondents charge interest on any arrear amount owed to it by rate payers. In the present case it cannot be without significance that the amount of R8 000-00 was not allocated in time as a credit in the rates account of the affected premises. That amount was allocated as such nineteen months after it was paid by the owner. It is axiomatic that had the debt owing been reduced by this amount immediately upon its payment, this would have had an effect on the amount of interest to be charged on the amount owing. In the absence of a clear explanation by the Respondents regarding the Applicant's complaint regarding inaccurate or inconsistent billing, the Second Respondent's contention that its billing is accurate, is subject to doubt.

[30] In the two letters written by the Applicant's erstwhile Attorneys dated 21 and 22 April 2021 respectively, the query raised on behalf of the Applicant was, *inter alia*, inaccurate billing by the Second Respondent. The Respondents replied to the letter dated 21 April 2021, giving a specific amount that the Applicant owed as at the time of their response. In the letter dated 22 April

2021, the Applicant's Attorneys drew the attention of the Second Respondent to the fact that the arrear amount given in their response was different from the amount reflected in transaction history. The Respondents did not respond to this letter.

[31] It was submitted on behalf of the Respondents that nowhere does it appear in any of the already mentioned letters or correspondence where the Applicant lodged a dispute for the purposes of section 102 (2) of the Systems Act. In ***Body Corporate Croftdene Mall***, the court said the following regarding the term “dispute”:

[21] Neither the Systems Act nor the policy defines the term “dispute”. Some of the definitions ascribed to it include ‘controversy, disagreement, difference of opinion’, etc. This court had occasion to interpret the word in *Frank R Thorold (Pty) Ltd v Estate Late Beit*⁷ and said that there mere claim by one party, that something is or ought to have been the position does not amount to a dispute: there must exist two or more parties who are in controversy with each other in the sense that they are advancing irreconcilable contentions.

[32] As with the case of the Respondent in *Body Corporate Croftdene Mall*, the definitions clause of the policy *in casu* makes no provision for the word “dispute”. What is however evident is that Ms Madzidzela and the Applicant maintain different contentions on the correctness or otherwise, of the amounts set out in the monthly rates account statements issued and the amounts reflected

⁷ Frank R Thorold (Pty) Ltd v Estate Late Beit 1996 (4) SA 705 (A) at 708I -709A

in the transaction history before and post the correct allocation of the previously suspended R8 000-00.

[33] The Respondents' explanation regarding the difference between the amounts reflected in monthly account statements on the one hand, and the transaction history on the other, is that the latter includes amounts to be charged in the months ahead. In my view this explanation is irreconcilable with the fact that on the specific dates of the monthly accounts statements, the amounts reflected for those same months are different on the transaction history. What is particularly disconcerting, is the fact that the letter dated 29 September 2020 was never responded to by the Respondent. This is in direct contrast with clause 18 (5) of the Second Respondent's policy which provides that the municipality will respond to all inquiries in writing within twenty days from the lodging of the inquiry.

[34] The contention that the Applicant does not have the authority to raise any queries, or to lodge disputes on the amounts charged for rates because it is the owner with whom the Second Respondent has an agreement to provide municipal services, flies in the face of the policy. Clause 18 thereof provides that:

- (1) Any aggrieved person may address a grievance or query regarding charges for municipal services to the Chief Financial officer or may visit any customer care office provided for by the municipality.

(2) Every consumer has the right to ask (sic) and be provided with a clear explanation as to the service being charged and the breakdown of all amounts shown on their accounts.

(3) The aggrieved person shall clearly state the basis of his or her dissatisfaction and the desired resolution.

(4) The lodging of any complaint shall not relieve the aggrieved person of the responsibility to settle his or her account. An interim payment similar to the average account must be paid by the due date pending the finalization of the enquiry.

(5) The municipality will respond to all inquiries from consumers in writing within twenty days from the lodging of the inquiry.

[35] The language of the policy is plain and it needs no interpretation. Suffice to mention that the Applicant's contention is that she approached the Respondents, and brought this application as the occupier of the affected premises. She is the aggrieved person by all accounts when regard is had to the provisions of the policy. Clause 2 of the policy defines "occupier" and "customer" as follows:

"Occupier" means the person who controls and resides on or controls and otherwise uses immovable property, provided that:

- (a) the husband or wife of the owner of the immovable property which is at any time used by such husband or wife as a dwelling, shall be deemed to be the occupier thereof.

"Customer" means the occupier of any premises to which the municipality has agreed to supply or is actually supplying municipal services, or if no occupier can be

identified or located, then the owner of the premises and includes any debtor of the municipality.

[36] It is not difficult to discern from the provisions of the policy who has the right to lodge an enquiry; address a grievance or query regarding charges for municipal services. All the above mentioned provisions entitle the Applicant to address a grievance, or query or lodge an enquiry as the case maybe, and to have the grievance fully investigated and explained by the Respondents.

[37] It is concerning that Ms Madzidzela appears to have adopted a high handed approach in her handling of the enquiry made by the Applicant. Such an approach clearly falls foul of the provisions of the policy.

[38] The Applicant does not deny that she has an obligation to pay the outstanding amounts of rates. Even after the R8 000-00 was credited to her account, she still had a query regarding the amounts charged. It was therefore impermissible for the Respondents to act contrary to their own policy in the respects afore mentioned.

Conclusion

[39] In light of the Respondents' failure to comply with the provisions of section 129 of the National Credit Act, it cannot be said that the Applicant was given adequate notice of the intended disconnection. It is worth mentioning that even on the day of the disconnection of the electricity supply, the Applicant

visited the Respondents' offices in order to present her long standing query as it were, but was given no assistance by the Second Respondent's legal officer.

[40] This Court finds that there is a dispute pending regarding the different amounts of rates charged on monthly account statements, and the transaction history generated by the Respondents in respect of the affected premises. Therefore, the Respondents acted unlawfully in disconnecting the electricity supply to the affected premises while the dispute remains unresolved. On the basis of the afore going a clear right has been established by the Applicant, which the Respondent cannot deny.

[41] In light of the persistent high handed approach adopted by Ms Madzidzela in handling the matter, even on the day of the disconnection, the Applicant was left without an appropriate alternative remedy. Were the court not to grant the relief sought, nothing would then have prevented the Respondents from continuing to issue disconnection orders against the Applicant in contravention of its own Credit Control and Debt Collection Policy, to the detriment of the Applicant.

[42] It is indeed unfortunate that the tenor of the answering affidavits indicates that this application was opposed by the Respondents on an incorrect understanding of the legislative framework relevant on the issues at hand; and most disturbingly on a flagrant disregard, alternatively misinterpretation of the

Second Respondent's policy. In all the circumstances, the Applicant has made a case for the granting of the relief sought.

[43] In the result, the following order is made:

1. That the Respondents be and are hereby prohibited from disconnecting the electricity supply to the premises at 8 Mnukwana Street, Ikwezi Township, Mthatha, or from disrupting the supply of electricity to the above premises for reasons pertaining to arrears allegedly owed with regards to the electricity account number: 125644, until such time as the dispute lodged by the Applicant, and/or proceedings for statement and debatement of account, to be lodged within 30 days of the dispute not being resolved, are finalized.
2. The Second Respondent shall pay the costs of this application.

L. RUSI

JUDGE OF THE HIGH COURT (ACTING)

Appearances:

Counsel for the Applicant: Adv S. Mzileni

Applicant's Attorneys: Majali Attorneys

Counsel for the Respondents: Adv S.S.T Maphekula

Respondents' Attorneys: T.L Luzipho Attorneys

DATE HEARD: 21 May 2021

DELIVERED: 27 May 2021