



**IN THE HIGH COURT OF SOUTH AFRICA
(GAUTENG DIVISION, JOHANNESBURG)**

- (1) REPORTABLE: NO
(2) OF INTEREST TO OTHER JUDGES: NO
(3) REVISED.

SIGNATURE

DATE: 9 September 2025

Case no. 2023-077080

In the matter between:

ORDICODE (PTY) LTD

Applicant

and

CITY OF JOHANNESBURG

First Respondent

CITY POWER (SOC) LTD

Second Respondent

JUDGMENT

WILSON J:

- 1 This application is one of a large number of cases triggered by inaccurate municipal billing. Every municipality is likely, at some point, mistakenly to bill one of its inhabitants for rates, taxes or utilities that they have not consumed, or to use the incorrect tariff in calculating a rate-payer's liability. Too often, though, a municipality's failure to recognise and correct its mistake promptly leads to protracted disputes about what is in fact owing, and whether the

municipality concerned is entitled to disconnect a rate-payer's services for non-payment. The rate-payer's diminished confidence in the municipality's ability to recognise and to correct its mistake, and the inevitable tension created by any attempt to disconnect services, often leads the rate-payer to reduce or withhold payments for their ongoing consumption of services, even where it is not clear that withholding payment is proper or lawful.

2 And so the situation deteriorates: service disconnections are threatened or carried out as a credit control measure, and this court is engaged with an urgent application for the reconnection of services, in circumstances where the rate-payer's true underlying liability is murky, and neither party can say what the rate-payer really owes. By the time the matter is litigated, however, battle lines have been drawn, and the level of aggression between the parties obscures, at least from the court's view, the facts necessary to resolve the underlying problem by calculating the rate-payer's liability accurately. Where large tenanted buildings are involved, the dispute between the parties ripples out to the detriment of end-users of municipal services, who have no direct contractual relationship with the municipality, but who nonetheless find themselves disconnected from vital services in circumstances where they owe nothing.

3 This case bears all of these features. The applicant, Ordicode, owns a large tenement in the Johannesburg inner city. The property is used both for commercial and residential purposes. The ground floor of the property is tenanted by a number of businesses, while the upper floors house around 200 students. Each of the students' units is supplied with electricity by way of a

pre-payment meter, meaning that the students can never be in arrears with their electricity payments. The common areas of the student accommodation and the ground floor of the property, are, however, credit metered. Electricity supplied to the ground floor is billed at commercial rates through one meter, and the electricity supplied to the common areas is billed at domestic rates via another meter.

4 It is the accuracy of these meters which is the subject of this application. Ordicode says that the “CT ratios” programmed into each of these meters are inaccurate, and that this has led to grossly inflated electricity bills. Nobody could tell me in argument what a “CT ratio” is, and I was unable to find an intelligible explanation of the concept anywhere on the papers. Nonetheless, it appears from some reading around the topic that “CT” stands for “Current Transformer”, and that a Current Transformer is a mechanism used to scale down very high currents so that meters can read the amount of current flowing through a high-volume electrical connection. A CT ratio is used to calculate from the scaled down current directed through the meter the total amount of current passing through the connection. An incorrect CT ratio can, presumably, result in an inaccurate reading of the total current directed into the connection.

5 When Ordicode’s inflated meter readings were first raised and investigated in December 2020, almost five years ago, the respondents, the City of Johannesburg and its electricity utility, City Power, conceded that Ordicode had been billed R3.8 million in excess of its true liability on its commercial meter. The overcharge was reversed, but non-payment penalties and interest

levied on the excess amount were not reversed. Ordicode quite reasonably protests that the account should be fully reconciled to eliminate interest and penalties on an amount which should never have been charged in the first place.

- 6 The situation applicable to the domestic meter is less clear. Ordicode says that the CT ratios programmed into that meter were also inaccurate, resulting in excessive billing which has never been corrected. This appears to be corroborated by a document generated by City Power dated 9 December 2020, and attached as annexure “FA5” to Ordicode’s founding affidavit. In that document, which appears to be a report on a City Power test of the domestic meter at the property, it is said that: “[t]his meter may have been captured incorrectly for commercial use since it was installed on 24/08/2019; please change it to domestic use and the tariff should be updated accordingly. Please also confirm if the CT ratio on the system is captured correctly as 800/5A at 400V, if not please update it. Note that the sim card has been changed to 5417036238 to improve communication, please update it on the system”. This raises the possibility that the CT ratios applicable to the domestic meter are inaccurate, and / or that commercial rates are being unlawfully charged on domestic consumption at the property.

- 7 Furthermore, Ordicode complains, in months where it cannot or does not take a meter reading, City Power regularly estimates Ordicode’s liability using consumption estimates which are calculated using the inflated and inaccurate readings taken from the faulty meter. There are no doubt interest and penalty charges levied on these amounts, which are themselves, at least in part, billed

inaccurately. Ordicode says that the respondents regularly “reconciled” the domestic account between 2020 and 2023, but that the fundamental problems – the incorrectly calibrated meter and the unlawfully charged penalties and interest – were never addressed.

8 On 11 July 2023, Ordicode’s attorney wrote to the City setting out these concerns, seeking the correction of the electricity account, and asking for an undertaking that services to the property would not be disconnected pending that correction.

9 It does not appear that this letter was answered. Accordingly, on 3 August 2023, Ordicode launched this application, in which it seeks extraordinary relief directing the respondents to “rebuild” the account in a manner set out in the notice of motion, and declaring that the respondents “have the onus” to prove the amounts due in respect of electricity supplied to the property. Ms. Rodrigues, who appeared for Ordicode, could not identify the basis on which I could instruct the respondents to re-calculate Ordicode’s account in the particular way outlined in Ordicode’s notice of motion.

10 I am not satisfied that this would be a proper order to make. Had Ordicode re-calculated its own liability according to the applicable tariffs and by-laws and asked me to declare its liability in that amount, I would probably have been able to grant that relief, unless the facts underlying the calculation were disputed. However, that is not what Ordicode did. It instead asked me to step in to the City’s shoes and direct it to “rebuild” its account according to principles of calculation which, as far as I can see, have been thought up by Ordicode itself. I have no power to make such an order, especially since one of the steps

Ordicode wants me to take is to direct the respondents to strip all of their estimated charges out of their accounts, and to charge Ordicode only what they can “prove” Ordicode owes.

- 11 Wholly lacking from Ordicode’s papers is any sense of what constitutes “proof” of its liability, and to whose satisfaction such “proof” is to be provided. In addition, the respondents are perfectly entitled, under section 5 of the City of Johannesburg’s Credit Control and Debt Collection Bylaws, 2004, to estimate Ordicode’s electricity consumption where “no meter reading could be obtained in respect of the period concerned”. There is no basis on which I can direct the respondents to disregard their estimated readings unless the jurisdictional requirements of section 5 were not met or the estimates had no rational basis. Ordicode makes no allegation that those requirements were absent when estimated charges were added to its account. Nor does Ordicode allege the facts necessary to assess the rationality of any particular estimate.
- 12 For their part, the respondents raise no genuine dispute that Ordicode has been incorrectly billed. In the first place, I do not think that the deponent to the answering affidavit could have the personal knowledge he claims of the facts necessary to meet Ordicode’s case. Ordicode’s case concerns meter malfunctions and accounting errors dating back three years from the date on which the application was launched. The deponent to the answering affidavit is a Mr. Tuwani Ngwana, a legal advisor to the City of Johannesburg, who says nothing to ground the inference that he has personal knowledge of the state of the meters at the property or of the way that Ordicode’s accounts have been calculated. There are no affidavits from any of City Power’s

functionaries, and certainly nothing from anyone who has dealt directly with Ordicode's account. This court has in the past strongly disapproved of City legal advisers attesting to facts of which they can have no personal knowledge, or purporting to answer a case based on facts clearly beyond their ken (see *Millu v City of Johannesburg Metropolitan Municipality* [2024] ZAGPJHC 419 (18 March 2024), paragraph 45). It appears that this disapproval has yet to filter through to those responsible for drawing papers on the City's behalf.

- 13 Even taken at face value, Mr. Ngwana's affidavit does little more than talk around Ordicode's complaints. Save for a smattering of bare denials, the affidavit does not address Ordicode's allegation that the CT ratios on its meters have yet to be corrected. Nor does he address the complaint about the deduction of interest and penalties the respondents must accept were erroneously charged on the R3.8 million credited to Ordicode after the December 2020 investigation. The affidavit does very little to meet Ordicode's case that nothing at all has been done to address the inaccuracy of its domestic meter. The affidavit refers blandly to a "reconciliation" done in February 2022, but does not address Ordicode's allegations that this "reconciliation" failed to resolve the fundamental underlying difficulties with the way its liability has been calculated: viz. the failure to deduct interest and penalty charges, the inaccuracy of the domestic meter and the addition of charges estimated for consumption based on inaccurate readings.
- 14 The one point of value Mr. Ngwana does make, which Mr. Sithole, who appeared for the respondents, hammered home in oral argument, is that

Ordicode's payments on the account are unlikely to have kept pace with its actual current consumption, whatever that is. I cannot say whether this is true, but I must accept that Ordicode's payments, though significant, are irregular, and are not matched with any sense of what it believes its current consumption to be.

15 Ultimately, though, Ordicode's payment record is not directly relevant to the issues before me. Badenhorst AJ has already restrained the respondents from disconnecting Ordicode's electricity supply without a court order pending the outcome of this application (see *Erf R Five (Pty) Limited and Another v City of Johannesburg Metropolitan Municipality; Ordicode (Pty) Ltd v City of Johannesburg; Hyde Park Gardens (Pty) Ltd v City Power of Johannesburg Soc Limited* [2025] ZAGPJHC 13 (6 January 2025)). While Badenhorst AJ's failure to place Ordicode under any reciprocal obligation to continue paying a reasonable amount in respect of its ongoing consumption raises an eyebrow, the fundamental problem is how Ordicode's account is to be corrected. Once the account is corrected, any underpayment can be dealt with in the usual way.

16 To sum up: there is no serious dispute that Ordicode's account is incorrect. However, the relief aimed at correcting Ordicode's account prayed for in the notice of motion is unsuited to its purpose, chiefly because it is relief that I have no power to grant. The question that naturally arises in this context is what action I should take, given that I am inclined neither to dismiss the application nor to grant relief in the terms sought in the notice of motion.

17 Happily, during the course of oral argument, counsel for both parties accepted that I should grant some form of alternative relief. They also agreed that the appropriate first step would be a debatement of Ordicode's account. If, after the debatement, no agreement can be reached, then each party should state the amount it says is presently due and payable on the account, in an affidavit setting out how that amount was calculated on the basis of the applicable tariffs and bylaws. Those affidavits having been submitted to me, I will then make a determination of the correct amount owing and direct the City to adjust Ordicode's account accordingly. Throughout this process Badenhorst AJ's interim interdict will remain in effect. But counsel were agreed that the interim interdict should expire shortly after I have given judgment determining the amount Ordicode actually owes. In the meantime Ordicode will pay the monthly charges raised against it on the City of Johannesburg's account, save to the extent that it declares a dispute relating to any specific portion of the accounts rendered after the date of my order.

18 Even though counsel were in broad agreement with the process I have outlined, I do not think it would be right to suggest that counsel agreed to the order I will make. However, both counsel made useful submissions in refinement of the order. Moreover, the process I have outlined has the signal virtue of being capable of embodiment in an order I can grant using my ordinary fact-finding powers.

19 For all these reasons, I make the following order –

19.1 The parties must debate the first respondent's August 2025 account in respect of electricity charges levied against the applicant's

property at ERF 5352, 85 Wolmarans Street, Johannesburg, by no later than Friday 3 October 2025. The debatement must take place during or after a meeting between each party's authorised representatives. The respondents must ensure that the meeting is attended by a functionary or functionaries with personal knowledge of the property and the state of its accounts and electricity meters.

19.2 In the event that the parties agree on the amount due and payable for electricity charges as at the date of the August 2025 account, the fact of that agreement must be placed on affidavit before Wilson J, together with an agreed order to be made on this application, by no later than 10 October 2025.

19.3 In the event that the parties cannot agree on the amount due and payable for electricity charges as at the date of the August 2025 account, the applicant must file an affidavit setting out a list of objections to the August 2025 electricity account by no later than 17 October 2025, together with its own account of the amount due and payable for electricity charges as at the date of the August 2025 account, calculated in accordance with the applicable tariffs and bylaws.

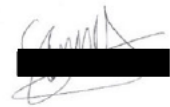
19.4 The respondents must, within two weeks of receipt of the affidavit required in terms of paragraph 19.3 above, file an affidavit setting out their own account of the amount due and payable for electricity charges as at the date of the August 2025 account, calculated in accordance with the applicable tariffs and bylaws.

19.5 Pending further order of the court –

19.5.1 The applicant will pay all electricity charges raised against the property on or after the date of this order, save to the extent that it declares a dispute under section 102 (2) of the Municipal Systems Act 32 of 2000 in relation to a specific portion of those charges.

19.5.2 The order of Badenhorst AJ dated 6 January 2025 shall remain in effect.

19.6 The question of costs is reserved.



S D J WILSON
Judge of the High Court

This judgment is handed down electronically by circulation to the parties or their legal representatives by email, by uploading it to the electronic file of this matter on Caselines, and by publication of the judgment to the South African Legal Information Institute. The date for hand-down is deemed to be 9 September 2025.

HEARD ON: 2 September 2025

DECIDED ON: 9 September 2025

For the Applicant: M Rodrigues
KGT Incorporated

For the Respondents: E Sithole
Katake Attorneys