IN THE HIGH COURT OF SOUTH AFRICA

EASTERN CAPE DIVISION, MAKHANDA

Of interest

Case no. 823/2025

In the matter between:

TRENDIGRAPH CC Applicant

and

GREAT KEI LOCAL MUNICIPALITY Respondent

JUDGMENT

LAING J

[1] This is an application for confirmation of a rule *nisi* previously granted in favour of the applicant on 7 March 2025. The applicant seeks, inter alia, an order to the effect that the respondent's disconnection of the electricity supply, without notice, be declared unlawful. It also seeks an order that the relevant provisions of the respondent's Credit Control and Debt Collection Policy, and the corresponding By-law, be declared unconstitutional.

Applicant's case

[2] In its founding affidavit, the applicant said that it operated a butchery on erf 2[...] Qumrha (Komga). The respondent disconnected the applicant's electricity supply on 20 February 2025 without prior notice. The reason given was that there was no record of any electricity purchases during the period of December 2024 to January 2025, notwithstanding the applicant's payment of R 3 843 on 7 February 2025. The applicant explained that it had paid R 10 000 for bulk purchases of electricity in September 2024 and October 2024, respectively, but its consumption had been reduced after the installation of solar panels. At the time of disconnection, pre-paid units were available. The applicant was adamant that it had not tampered with the meter.

[3] The applicant referred to various portions of the respondent's Credit Control and Debt Collection Policy, permitting disconnections without notice. It contended that the provisions in question were unconstitutional.

Respondent's case

[4] In its answering affidavit, the respondent alleged that it had procured the services of Ontec Systems (Pty) Ltd to monitor meter use. Its technical department communicated closely with its revenue management department on the replacement, resetting, and disconnection of meters to ensure the minimization of losses. Low or zero consumption indicated possible theft, prompting measures ranging from disconnection to the laying of criminal charges. The municipal council had previously resolved to curb a scourge of meter tampering, causing the respondent to 'declare war' on such practices and for its municipal manager to direct its technicians, on 27 January 2025, to disconnect offenders.

[5] The monitoring of the applicant's purchases led the respondent to believe that there had been tampering. Consequently, a team of technicians went to the applicant's premises on 20 February 2025 and disconnected the supply. The meter reflected 2 045 pre-paid and unused units available for consumption. The team returned to the premises on 10 March 2025 to restore the supply after the applicant obtained interim relief, but discovered that the applicant had already reconnected itself, unlawfully, and that the meter reflected a total of 1 296 units. The respondent's system detected a purchase of R 1 000 on 11 March 2025, increasing the total to 1 326 units, which the technicians noted when they went back to the premises later that day. It was alleged that the applicant's consumption of 749 units during the period of its disconnection indicated that it had tampered with the meter. The respondent noted, too, that the applicant had previously made an illegal connection; this had resulted in the respondent's imposition of a fine of R 22 538, which the applicant had paid without objection.

[6] The respondent argued that, in the event of tampering, both its Credit Control and Debt Collection Policy and the relevant By-law permitted disconnection without notice. Only an authorized official could restore the supply.

In reply

[7] The applicant pointed out, in reply, that the reason given by the respondent's officials for the disconnection was that there had been no record of any electricity

purchases during the period of December 2024 to January 2025. No mention had been made of tampering. The applicant went on to aver that it had installed a solar energy system in January 2024, constituting the main energy source for the premises; reliance was placed on the municipal electricity supply only when the inverter batteries for the system required recharging. During the period of February to December 2024, the applicant generated 70 395 kW of power. A report prepared by a solar technician and attached to the papers confirmed that the applicant used solar energy for the butchery and liquor store that operated on the premises; it explained why the applicant did not purchase any significant amount of electricity during the period of December 2024 to January 2025, upon which the respondent had based its decision to disconnect.

[8] The meter box remained intact, said the applicant; there had been no tampering. In contrast, the respondent's mains box was situated outside the premises and was in a bad state of repair; it was not properly covered, resulting in its exposure to the elements and to the public. The applicant averred that it had relied on solar energy during the period that it was disconnected. It denied that it had reconnected itself. It also denied having made an illegal connection in the past but admitted that a lessee had previously tampered with the meter; this had resulted in the applicant's payment of the fine imposed by the respondent, and the lessee's ejection from the premises.

Issues to be decided

[9] The issues for determination appear to be the following: (a) whether there was a factual basis upon which the respondent could have disconnected the electricity supply; (b) whether the applicable provisions of the Credit Control and Debt Collection Policy and the corresponding By-law are unconstitutional; and (c) if so, then what relief ought to follow.

[10] The relevant principles are those that pertain to the granting of final relief, and just administrative action. A brief overview of the legal framework follows.

Legal framework

[11] The applicant seeks confirmation of a rule *nisi*. It contends that the respondent was not entitled to have disconnected the electricity supply without prior notice; there had been no tampering. The respondent contends quite the opposite, saying that there had indeed been tampering. In his oft-quoted commentary,[1] Van Loggerenberg notes that:

'It is well established that if the material facts are in dispute and there is no request for the hearing of oral evidence, a final order will only be granted on notice of motion if the facts as stated by the respondent together with the facts alleged by the applicant that are admitted by the respondent, justify such an order[2] unless, of course, the court is satisfied that the respondent's version consists of bald or uncreditworthy denials, raises fictitious disputes of fact, is so far-fetched or so clearly untenable or so palpably implausible as to warrant its rejection merely on the papers.'[3]

[12] Neither party requested that the matter be referred to oral evidence. It must be decided on the papers in accordance with the above principles.

[13] Turning to the constitutionality of the respondent's Credit Control and Debt Collection Policy and the corresponding By-law, the applicant bases its case on the right to just administrative action in terms of section 33 (1) of the Constitution.[4] It also refers to the provisions of the Promotion of Administrative Justice Act 3 of 2000 (PAJA), enacted to give effect to the constitutional right mentioned above. In that regard, section 1 defines administrative action as a decision (or a failure to take a decision) that adversely affects the rights of any person and that has a direct,

[1] DE van Loggerenberg, *Erasmus: Superior Court Practice* (Jutastat e-publications, RS 26, 2025, D1), Rule 6–33–4.
[2] The general rule was set out in *Stellenbosch Farmers' Winery Ltd v Stellenvale Winery (Pty) Ltd* 1957 (4) SA 234 (C), 235. This has been followed on numerous occasions subsequently.
[3] *Plascon-Evans Paints Ltd v Van Riebeeck Paints (Pty) Ltd* 1984 (3) SA 623 (A), 635C. The principle has become entrenched in the South African law of civil procedure.
[4] Section 33 (1) of the Constitution of the Republic of South Africa,1996 states that everyone has the right to administrative action that is lawful, reasonable, and procedurally fair.

external legal effect. Furthermore, section 3 (2) (b) stipulates that, to give effect to the right to procedurally fair administrative action, an administrator must give adequate notice of the nature and purpose of the proposed action, a reasonable opportunity to make representations, a clear statement of the action, adequate notice of any right of review or internal appeal, and adequate notice of the right to request reasons.

[14] There are several decisions that have a bearing on the present matter. The applicant relies chiefly on *Joseph and Others v City of Johannesburg and Others*,[5] where the Constitutional Court dealt with the termination of the electricity supply to tenants residing in a block of flats in circumstances where the landlord was in substantial arrears for payments owed to the service provider, City Power (Pty) Ltd. The court held, per Skweyiya J, that:

' . . . As is plain from the wording of the provision, by-law 14 (1) of the Electricity By-laws allows the Council to dispense with the obligation to afford pre-termination notice to those affected by such termination. In affording Council this discretion, by-law 14 (1) is clearly inconsistent with the procedural fairness requirements under section 3 (2) (b) of PAJA, and is therefore also inconsistent with section 33 (1) of the Constitution. City Power did not proffer any justification for the limitation of the right to just administrative action. Indeed, City Power reasoned that the Electricity By-laws had been impliedly repealed.

. . . Given that by-law 14 (1) of the Electricity By-laws is still on the municipal statute book and is inconsistent with the Constitution to the extent that it permits disconnection "without notice", it falls to be declared unconstitutional and therefore invalid. The words "without notice" must be severed from by-law 14 (1). An order of invalidity coupled with severance is therefore appropriate. Naturally, the provision, in its severed form, must be read in the light of PAJA.'[6]

[15] The above decision set out important principles that are relevant to the termination of supply in case of non-payment. Whether the case is directly relevant to the present matter, however, has still to be decided. For the moment, the discussion that follows must be situated within the rudimentary legal framework described above.

[5] 2010 (4) SA 55 (CC).
[6] Paragraphs [70] to [71].

Factual basis for disconnection

[16] It seems, from the answering papers, that the factual basis for the respondent's disconnection of the applicant's supply stemmed from the municipal council's determination to address the problem of meter tampering. The municipal manager's instructions to disconnect offenders resulted in the steps taken against the applicant. In that regard:

' . . . the respondent's electrical technicians reviewed the purchase trends of the applicant through the Ontec System and such review suggested that the applicant's electricity [had] been tampered with . . .'

[17] Consequently, the technicians proceeded to the applicant's premises on 20 February 2025 and carried out the disconnection. The applicant obtained interim relief, causing the technicians to reconnect the supply on 10 March 2025; in doing so, they discovered that the applicant had consumed 749 units during the 18-day period of disconnection. The applicant explained, however, that it depended on solar energy for its needs; this accounted for its low consumption of the municipal electricity supply during the preceding months. It denied having tampered with the meter, pointing out that it remained intact. In contrast, the respondent's mains box, situated outside the premises, was vulnerable to tampering by members of the public.

[18] The respondent's Credit Control and Debt Collection Policy defines 'tampering' as:

' . . . any unauthorized interference with Council's supply, seals, and metering equipment to cause damage to Council's property and to evade payment for services.'

[19] The most pertinent reference to the term appears at paragraph 16 of the policy, which deals with the various mechanisms and options available to the respondent to ensure effective debt collection. In that regard, the relevant sub-paragraph reads:

'<u>Unauthorized consumption, theft, damages, and penalties</u>

As the unauthorized consumption, theft, and damage to municipal property, for example, meters, have become more and more a problem, severe penalties will be implemented.

- The By-laws of the Council define what constitutes unauthorized consumption of services, connections or reconnections, tampering or theft of meter, equipment or reticulation network and fraudulent activity in connection with the supply of services, and must provide that such activity constitutes an offence.
- Where any of the conduct described above is detected, supply to the debtor will be immediately terminated.
- . . .'[7]

[20] Despite mention of the by-laws in the policy, they do not assist. In this regard, the respondent referred to the By-laws Relating to the Prevention of Tampering with Electrical Installations and/or the Improper and/or Unauthorised Use of Such Installations,[8] but the term, 'tampering', is not defined. Instead, section 8 (1) provides as follows:

'**8. Tampering with service connection or supply mains**

(1) No person shall in any manner or for any reason whatsoever tamper or interfere with any meter or metering equipment or service connection or service protective device or supply mains or any other equipment of the Municipality.'

[21] In the present matter, the factual basis for the respondent's disconnection of the supply appears to have been the absence of any record of the applicant's purchase of electricity during the months of December 2024 and January 2025. This was amplified in the respondent's answering papers to the effect that the decision was based on an assessment of the applicant's 'purchase trends', using the services provided by Ontec Systems (Pty) Ltd. There has never been any allegation to the effect that the applicant had been in arrears regarding payments for rates and service charges. From the respondent's papers, the real reason for the decision was the belief or suspicion that the applicant had tampered with the supply or the meter itself. There was, however, little if any evidence to support this. Using the policy definition of 'tampering', it cannot be said that the respondent presented any proof of the applicant's interference with the supply, seals, or metering equipment, resulting in damage to the respondent's property and the applicant's evasion of payment for services. The absence of any record of electricity purchases, moreover, can hardly

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[7] Sic.

[8] The respondent stated that it caused the by-laws in question to be published on 10 July 2023 in Provincial Gazette no. 4949.

be deemed as evidence of tampering. There could have been a perfectly acceptable reason for this, such as a faulty meter or faulty monitoring software — or the applicant's switch to solar energy, as was the case here.

[22] There are further problems with the factual basis relied upon by the respondent. No explanation was given for why low or zero consumption was a reliable indicator of tampering, considering the recent history of notoriously unreliable electricity distribution in the country and the private sector's increasing dependence on solar energy as a reaction thereto. No explanation was given for how the respondent had implemented the monitoring system and how it had been applied in relation to the applicant. There was, moreover, no supporting affidavit from any employee of Ontec Systems (Pty) Ltd, indicating that he or she had been involved in the monitoring undertaken by the respondent and was able to confirm the inferences drawn therefrom; alternatively, that the respondent's employees were suitably qualified or trained to do so themselves.

[23] The applicant has, admittedly, failed to address the technicians' discovery on 10 March 2025 that it had consumed 749 units during the 18-day period of disconnection. It stated in reply that it was 'unclear' who had reconnected the supply. The probabilities are that the applicant did so itself after it obtained interim relief on 7 March 2025 and that the consumption reflected three days' supplementation of its solar energy by the municipal electricity supply. Whereas this would possibly have amounted to an unauthorized reconnection, it was by no means evidence of tampering. Furthermore, it was never a factor that informed the respondent's decision to disconnect the applicant in the first place.

[24] The respondent's contention that the applicant's unauthorized reconnection and its previous tampering with the meter demonstrated a propensity for illegal conduct simply carries no weight. From the applicant's replying papers, it is apparent that it believed (albeit wrongly) that the order for interim relief entitled it to carry out its own reconnection; it explained, moreover, that a lessee had tampered with the meter, resulting in her ejectment. The applicant's payment of the substantial penalty imposed by the respondent would undoubtedly have served as a deterrent, rather than an encouragement for the applicant to have attempted anything similar.

[25] In *Zuma v City of Tshwane Metropolitan Municipality and Another*,[9] Domingo AJ observed that the evidential burden of proving tampering in accordance with the relevant By-law rested on the respondent municipality.[10] The same principle operates in the present matter. There is, in the end, no evidence from the respondent's papers that the applicant tampered with either the supply or the meter itself. Applying the principles set out in *Stellenbosch Farmers' Winery Ltd* and *Plascon-Evans Paints Ltd*, the respondent's contentions in this regard are so clearly untenable and so palpably implausible as to warrant their rejection. There was no factual basis upon which the respondent was entitled to have disconnected the applicant's supply.

Constitutionality of the policy and by-laws

[26] The applicant seeks, in relation to its Credit Control and Debt Collection Policy, as well as the corresponding By-law, a declaration of constitutional invalidity regarding 'all provisions . . . which contain clauses that permit disconnection without notice'. Alternatively, the applicant seeks an order that paragraphs 7.5, 7.7, and 20 of the Credit Control and Debt Collection Policy be declared unconstitutional. It has, however, failed to distinguish between disconnection for non-payment and disconnection for tampering. Regarding the former, the Constitutional Court made it clear, in *Joseph*, that a pre-termination notice was required, even where there was no contractual relationship between a local government service provider and the end user.[11] Regarding the latter, the position is somewhat different. In *Eskom Holdings SOC Ltd v Sidoyi*,[12] the Supreme Court of Appeal dealt with the appellant's disconnection of electrical apparatus that had been illegally erected and connected to the national grid, which posed a danger to the public, but which was also being used by consumers to obtain their supply. The respondent contended that the disconnection of the apparatus amounted to administrative action and that the appellant had, in not providing adequate notice thereof, failed to comply with the

[9] 2025 JDR 2154 (GP).

[10] Paragraph [29].

[11] *Joseph*, paragraphs [75] and [76]. See, too, the discussion thereof by the Supreme Court of Appeal in *Mafilika and Others v Elundini Local Municipality and Another* (620/2024) [2025] ZASCA 142 (1 October 2025), paragraphs [20] to [25].

[12] 2019 JDR 0963 (SCA).

procedural requirements of section 3 (2) of PAJA. The court, per Wallis JA, held as follows:

'If Eskom was correct in saying that the supply of electricity to [the respondent's] house was via an unlawful connection using electrical apparatus that had been unlawfully erected and installed, it was difficult to see how the removal of that apparatus, which would have the effect of terminating the supply, could constitute administrative action as defined in PAJA. The reason was that the definition of administrative action in s 1 of PAJA requires that the action in question "adversely affect the rights" of the person bringing the proceedings. If the means of receiving a supply of electricity is an unlawful connection to the electricity network there is no right or legitimate expectation to receive that supply of electricity.

. . . Recognising these difficulties, counsel for [the respondent] sought to argue that because he had purchased electricity that gave him a right to a supply of electricity. That may be correct as far as it goes, but the underlying premise is that Eskom would provide the supply through suitable electrical apparatus installed by it or a contractor authorised by it. In other words it would be a lawful supply. Whatever rights may accrue under PAJA to a person who has been in receipt of an electricity supply lawfully connected and whose supply is at risk of being terminated, a person who has never been in receipt of an electricity supply through a lawful connection is situated differently.'[13]

[27] It is clear from *Sidoyi* that a person has no right to a supply of electricity via an illegal connection to the network. Consequently, he or she no right to prior notice, as envisaged under section 3 (2) (b) of PAJA, in relation to the termination of such supply. The principles expressed in *Sidoyi* have been adopted in a spate of recent cases.[14] In *SA Student Accommodation CC and Another v City of Tshwane Metropolitan Municipality*,[15] Myburgh AJ confirmed that:

'There is no requirement to give notice in the case of illegal connections. Indeed, to impose such an obligation would, to my mind, be absurd given the risks which illegal connections and the improper use of electricity pose to life, limb, and property.'[16]

[28] The above decisions dealt specifically with illegal connections. There is no apparent reason, however, why a supply obtained through tampering with the meter

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[13] Paragraphs [15] to [16].
[14] See, for example, *39 Van Der Merwe Street Hillbrow CC v City of Johannesburg Metropolitan Municipality and Another* 2023 JDR 3278 (GJ), paragraph [29]; and *Metier Mixed Concrete (Pty) Ltd v Johannesburg Water SOC Ltd and Others* 2024 JDR 2926 (GJ), at paragraph [18].
[15] 2024 JDR 4093 (GJ).
[16] Paragraph [16].

or other equipment of the service provider should not fall under the same category. The *Concise Oxford Dictionary* defines 'tamper' as '[to] interfere with (something) without authority or so as to cause damage'.[17] The unlawfulness of the activity is apparent from the definition itself. It is self-evident that a consumer's unauthorized interference with the meter or other equipment of a service provider such as the respondent in the present matter, resulting in damage thereto and the evasion of payment for the supply received, amounts to an illegal connection. It would be unreasonable, moreover, to expect a municipality to provide a consumer with the type of pre-termination notice envisaged under section 3 (2) (b) of PAJA and described in *Joseph*,[18] especially where the tampering or interference has created a real risk of harm to person or property. This is particularly so in areas of high urban densification where there is an increased danger of fatal injury to residents or damage to dwellings caused by fires resulting from illegal connections. The consumer has no right to a supply of electricity obtained via an illegal connection; he or she has, moreover, no right to a pre-termination notice.

[29] It is necessary to point out that the respondent may well be required to give prior notice in certain circumstances. For example, to avoid delictual liability, the respondent would be well-advised to give prior notice where it foresees or ought to foresee that a disconnection will cause direct harm to a consumer, notwithstanding the illegal nature of the supply.

[30] Overall, the relevant empowering provisions of the policy or by-law must be interpreted restrictively. In *Xhosana v King Sabata Dalindyebo Municipality*,[19] Goosen J (as he was then) emphasized that it was appropriate to construe strictly the powers conferred by the respondent's Electricity Supply By-law. Such a construction would be consistent with the constitutional and statutory obligations imposed on municipalities to deliver municipal services, including electricity.[20] In the present matter, paragraph 16 of the respondent's Credit Control and Debt Collection Policy permits the immediate disconnection of supply where, inter alia, tampering

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[17] J Pearsall (ed) *The Concise Oxford Dictionary* (OUP, 10ed revised, 2001), 1462.
[18] *Joseph*, paragraph [61].
[19] 2014 JDR 0533 (ECM).
[20] Paragraph [16]. See *Mkontwana v Nelson Mandela Metropolitan Municipality and Another; Bissett and Others v Buffalo City Municipality and Others; Transfer Rights Action Campaign and Others v MEC, Local Government and Housing, Gauteng and Others (Kwa-Zulu Natal Law Society and Msunduzi Municipality as Amici Curiae)* 2005 (1) SA 530 (CC), paragraphs [38] and [105].

has been detected. Similarly, section 8 (2) of the By-laws Relating to the Prevention of Tampering with Electrical Installations and/or the Improper and/or Unauthorised Use of Such Installations permits the immediate disconnection of supply, without prior notice, 'where prima facie evidence exists' of tampering. To ensure alignment with the principles already discussed in preceding paragraphs — and in accordance with the comments made in *Xhosana* — it is necessary to interpret the relevant provisions as allowing the respondent to disconnect without prior notice when there is, at the least, a reasonable suspicion that the consumer has tampered with the meter or the supply. There must be a factual basis for such a suspicion. None can be said to have existed in the present matter.

Relief to be granted

[31] As the court has already found, there was no factual basis upon which the respondent could have disconnected the applicant's supply without prior notice. There was no evidence of tampering. The applicant is, in that regard, entitled to confirmation of the rule.

[32] Regarding the remainder of the relief sought, the court is satisfied that, on the face of it, the application falls within the ambit of section 172 (1) of the Constitution, which provides as follows:

'(1) When deciding a constitutional matter within its power, a court –

(a) must declare that any law or conduct that is inconsistent with the Constitution is invalid to the extent of its inconsistency; and

(b) may make any order that is just and equitable, including –

(i) an order limiting the retrospective effect of the declaration of invalidity; and

(ii) an order suspending the declaration of invalidity for any period and on any conditions, to allow the competent authority to correct the defect.'

[33] The applicant has sought a declaration of invalidity in relation to 'all provisions in the respondent's [Credit Control and Debt Collection Policy] or the Credit Control [and] Debt Collection By-law which contain clauses that permit disconnection without notice'. The blanket reference to the offending clauses is unhelpful. The provisions in question have not been identified and the court has been left to second-guess what was intended. No distinction has been made, moreover, between disconnection for non-payment and disconnection for tampering. No evidential foundation has been laid for what would amount to a wide-ranging review of every clause in both the policy and the By-law that may or may not be affected. Sensibly, counsel for the applicant did not pursue such relief in argument.

[34] Regarding the relief sought in the alternative, the applicant sought a declaration of invalidity in relation to paragraphs 7.5, 7.7, and 20 of the Credit Control and Debt Collection Policy. Whereas the policy is badly drafted, potentially giving rise to ambiguity and confusion, the provisions in question appear to permit the respondent to disconnect a consumer's supply without notice in the event of non-payment of service charges. In this regard, the relevant portion of paragraph 7.5 reads:

' . . . All amounts not received on the full payment date will be assumed to be in arrears. All accounts not paid on the due date and for which no arrangements for extensions have not been made, services will be terminated on the cut-off date.'[21]

The contents of paragraph 7.7 read:

'Consumers who have failed:

- to pay the service charges levied by due date, or to comply with the conditions of supply of services do not have to be notified for intentions to disconnect services to implement the debt collection mechanisms.'[22]

Finally, the relevant portion of paragraph 20 reads:

'The Council shall ensure that:

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[21] Sic.
[22] Sic.

- services in respect of clients in arrears after due date shall be disconnected without warning notice, as provided for herein, is issued to the client.'

[35] Considering the principles enunciated in *Joseph*, the above provisions are, without a doubt, unacceptable. They do not comply with section 3 (2) of PAJA and amount to the infringement of a consumer's right to just administrative action. The respondent's implementation thereof is inconsistent with the Constitution.

[36] The only remaining issue is that of costs. Whereas the conduct of the respondent attracts criticism, it cannot be said that it crossed the threshold for the court to express its displeasure through a punitive costs order, notwithstanding the applicant's contentions to that effect. In this regard, the applicant's own conduct in relation to its reconnection to the supply, without authorization, is not beyond reproach. In the circumstances, the general rule must apply. Mindful of the nature of the matter, involving the enforcement of a constitutional right, scale C would be appropriate.

Order

[37] Considering the provisions of section 172 (1) of the Constitution, it would be just and equitable for the following order to be made:

(a) the respondent's disconnection of the applicant's electricity supply on or about 20 February 2025, without prior notice, is hereby declared unlawful;

(b) the respondent's implementation of paragraphs 7.5, 7.7, and 20 of its Credit Control and Debt Collection Policy (2023/2024) is hereby declared inconsistent with the Constitution to the extent that the respondent fails to give adequate prior notice before the disconnection of a consumer's electricity supply in the event of non-payment for service charges;

(c) the respondent is interdicted from charging a reconnection fee to the applicant because of the unlawful disconnection described in paragraph (a), above;

(d) the respondent is interdicted from unlawfully disconnecting the electricity supply to the applicant's premises situated at erf 2[...] Qumrha (Komga); and

(e) the respondent is ordered to pay the costs of the application on a party-and-party basis (scale C).

JGA LAING

JUDGE OF THE HIGH COURT

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Date delivered:	14 October 2025.