



**IN THE HIGH COURT OF SOUTH AFRICA  
(WESTERN CAPE DIVISION, CAPE TOWN)**

**JUDGMENT**

Reportable

**Case No: 2025-135243**

In the matter between:

PRECISION METERS (PTY) LTD

Applicant

and

SOUTH AFRICAN NATIONAL ACCREDITATION  
SYSTEM

First Respondent

NATIONAL REGULATOR FOR COMPULSORY  
SPECIFICATIONS OF SOUTH AFRICA

Second Respondent

Heard: 11 September 2025

Delivered: 28 October 2025

Summary: interim interdict; *OUTA* clearest of cases test for interim relief; costs

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## ORDER

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1. The matter is dealt with as one of urgency.
2. Pending the outcome of part B:
  - a. The first respondent is directed to remove the unsigned documents concerning the applicant, which were uploaded in August 2025, from its website.
  - b. The second respondent is directed, within two days of this order, to issue the applicant with a designation verification certificate stating that the applicant is a verification body under the Legal Metrology Act 9 of 2014 for water meters with a nominal bore of up to 100mm.
3. The first and second respondents are to pay the applicant's costs jointly and severally, and the costs are to include the costs of two counsel on scale C.

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## JUDGMENT

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*Judgment handed down electronically by circulation to the parties' legal representatives on email and released on SAFLII*

**HOFMEYR AJ:**

### **Introduction**

- 1 The applicant, Precision Meters, sells, verifies and installs water meters. Since 2015, the first respondent, SANAS, has accredited Precision Meters to verify the accuracy of water meters with a nominal bore of up to 100mm. And since 2015, the second respondent, the Specifications Authority, has designated Precision Meters as a “verification body” to verify the accuracy of water meters up to 100mm.
- 2 On 31 July 2025, the Specifications Authority issued a designation certificate to Precision Meters limiting it to verifying meters only up to 25mm. It did so because SANAS had told it that Precision Meters was only accredited to verify meters up to 25mm.
- 3 But, as recently as two months earlier, in May 2025, SANAS had accredited Precision Peters to verify meters up to 100mm.

- 4 Precision Meters therefore approached the court for an interim interdict to permit it to continue verifying water meters up to 100mm until the determination of its application to review and set aside the impugned decisions of SANAS and the Specifications Authority.
- 5 I conclude that Precision has met the requirements for the interim interdict and that it satisfied the requirements of urgency for that relief.
- 6 I deal with each aspect in turn below but before doing so, it is necessary to sketch the legal framework for the case and the pertinent facts in which they arise.

### **Legal Framework**

- 7 Section 1 of the Legal Metrology Act 9 of 2015 (*the Metrology Act*) permits a body that is accredited in terms of the Accreditation for Conformity Assessment, Calibration and Good Laboratory Practice Act 19 of 2006 (*the Accreditation Act*) to verify measuring instruments.
- 8 Section 7 of the Metrology Act says that the Chief Executive Officer of the Specifications Authority may designate a verification body, which meets certain prescribed criteria, to verify measuring instruments.
- 9 Section 22 of the Accreditation Act requires anyone seeking accreditation to apply to SANAS. Section 23 says that an accreditation certificate issued by

SANAS must be signed by the chief executive officer or a person designated by him.

10 This Court has previously held that such an accreditation certificate “affords objective proof that a particular body has been found by SANAS to meet the required criteria for accreditation”.<sup>1</sup>

11 So, a body, such as Precision Meters, that wishes to undertake the business of verifying water meters, needs an accreditation from SANAS and a designation from the Specifications Authority.

12 SANAS has also prescribed an internal policy dealing with the withdrawal, suspension or reduction of scope of an accreditation. The internal policy requires SANAS to follow as prescribed process before any of these actions are taken in respect of an accreditation.

### **The pertinent facts**

#### *The last twelve years*

13 In 2013, Precision Meters applied to SANAS for accreditation to verify water meters with a nominal bore of between 15mm and 30mm.

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<sup>1</sup> *ABET Inspection Engineering (Pty) Ltd v the Petroleum Oil and Gas Corporation of South Africa and Another* [2018] ZAWCHC 7 para 17

- 14 In response to this application, SANAS accredited Precision Meters for more than it sought. It was accredited to verify meters up to 100mm. The accreditation was valid from 30 May 2013 to 29 May 2017. Precisely why a greater accreditation was granted than the one applied for is not clear on the papers. SANAS did not, for example, provide the court with any evidence from anyone involved at the time that the 2013 accreditation decision was made to explain the basis on which Precision Meters was given an accreditation up to 100mm when it only applied for one up to 25mm.
- 15 In 2014, Precision Meters invested in bulk water meter benches, equipment and personnel to operate the benches in order to verify meters up to 100mm.
- 16 In early 2015, SANAS assessed Precision Meters and conducted an inspection of its operations. SANAS issued Precision with a new accreditation certificate after that visit, on 30 January 2015, for up to 100mm.
- 17 Since then Precision Meters has, to the knowledge of SANAS, and the Specifications Authority, been verifying water meters up to 100mm.
- 18 Over the following decade, SANAS conducted a number of inspections and audits of the bulk water meter benches and their operation at Precision Meters' premises. After those inspections, it issued Precision Meters with multiple certificates accrediting it to verify water meters up to 100mm.

- 19 Throughout this period, Precision Meters also supplied reports to the Specification Authority that included information about the number of water meters up to 100mm that it had verified.
- 20 This case is about whether Precision Meters should be permitted, on an interim basis, pending the review, to continue to verify water meters up to 100mm.
- 21 It has come to court to seek the interdict because of a strange turn of events that unfolded over the last year.

*The last year*

- 22 In August 2024, the City of Cape Town alerted Precision Meters to the fact that it has been told that there were no laboratories accredited to verify water meters above 100mm. But Precision Meters knew that it had received the necessary accreditation. So it raised the issue with the Specifications Authority.
- 23 The Specifications Authority then engaged with SANAS. SANAS responded in a letter that can only be described as extraordinary. It said that “historically”, the scope of accreditation that SANAS had used for water meter verification had used a heading that read “SANS 1529-1: Water Meters for cold and hot potable water of nominal bore not exceeding 100mm”.

- 24 Despite having, itself, chosen to use this heading, SANAS then went on to say that the appearance of this “heading”, “does not imply that the laboratory is capable and competent to verify any meter below or up to 100mm”. SANAS then explained that there was no SANAS accredited body that had “demonstrated their competence to verify meters above 30mm during the normal course of assessment visits”.
- 25 How SANAS could have said this given their regular assessment of Precision Meters over the last decade is unclear. As I set out above, the facts reveal that Precision Meters was assessed over the decade from 2015 and routinely showed SANAS inspectors that it was verifying meters of up to 100mm.
- 26 Despite this, however, SANAS took up a provocative stance in its letter. It “challenged” Precision Meters to “produce evidence in which SANAS assessors had evaluated and acknowledged their capacity and competence to verify meters up to 100mm”.
- 27 Then came the clincher. SANAS ended the letter on the basis that it was going to “immediately” rectify the scope of accreditation for Precision Meters to “correct” the range of verification up to a limit of 25mm.
- 28 Of course, despite saying that it was going to do so immediately, SANAS must have known that, in order to change Precision Meter’s certificate to reflect such a

reduced scope, it would have needed to follow the procedure set out in its *own* internal policy for a reduction in scope of Precision Meter's certificate.

29 But it did no such thing.

30 Instead, seven months later, in March 2025, it did the opposite. It assessed Precision Meters and, on 6 May 2025, it issued Precision Meters with yet another accreditation certificate to verify water meters up to 100mm.

31 But then, two further months later, on 31 July 2025, the Specifications Authority suddenly issued a new verification certificate to Precision Meters in which it limited Precision Meter's designation to verifying meters only up to 25mm. It explained that it did so based on SANAS's "information" that Precision Meters was only accredited to verify water meters up to 25mm.

32 But that "information" was entirely at odds with then then only extant accreditation certificate that had been issued to Precision Meters. SANAS issued that certificate in May 2025. The certificate said, in no uncertain terms, that Precision Meters had been accredited to verify water meters up to 100mm.

33 Thereafter, things became stranger still. Over three days in August 2025, SANAS created three new documents dealing with the "scopes of accreditation" for Precision Meters' accreditation certificates.

- 34 To understand the relevance of these “scopes of accreditation”, it is important to explain that the accreditation certificates issued to Precision Meters comprise two pages. The first page has the SANAS logo on it and refers to Precision Meters by name. It says mid-way down the page that “this certificate is valid as per the scope as stated in the accompanying scope of accreditation, Annexure A ...”
- 35 Annexure A is headed: “scope of accreditation”. The annexure has a table and a column within it headed “types of verification and range”. Under that heading, on Precision Meters’ May 2025 annexure (and all preceding annexures over the last decade) appears the following: “Range: not exceeding 100mm”.
- 36 So what SANAS purported to do on three days in early August 2025 was to replace this annexure A to Precision Meters’ accreditation certificate with new documents that referred to a reduced scope of up to 25mm. SANAS also produced two new unsigned documents purportedly replacing the then operative and duly signed May 2025 certificate.
- 37 Precision Meters was mystified. It had been receiving accreditations up to 100mm for a decade. All of a sudden, SANAS was trying to change its certificates by posting unsigned documents on its website and the Specifications Authority was issuing it with a new verification certificate limiting it to verifying meters of only up to 25mm based on what SANAS was telling it, rather than its most recent signed accreditation certificate that confirmed it could verify meters of up to 100mm.

38     So Precision Meters turned to this court for an interim interdict to maintain the status quo pending a review.

### **Interim Interdict**

39     In this section of the judgment, I deal with the requirements for interim interdictory relief. I do so, first, by considering whether this is a case involving the strict “clearest of cases” test set in the Constitutional Court’s decision in *OUTA*.<sup>2</sup> I conclude that this is not an *OUTA* case. So I then proceed to apply the normal requirements for an interim interdict to the facts.

#### *The OUTA clearest of cases test*

40     Since the Constitutional Court’s decision in *OUTA*, interim relief applications against organs of state regularly involve debates about whether the interdict will impact on the ability of the respondent to exercise its statutory powers. Organs of state opposing interim interdict applications routinely take up the opportunity to run an “*OUTA*-line” against the grant of the interdict. Irrespective of whether the case is actually one involving an interdict that will stop the organ of state in the exercise of its statutory powers, this line of defence is trotted out like a mantra under the rubric of “separation of powers harm” to caution courts against undue interference with the exercise of statutory powers.

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<sup>2</sup>     *National Treasury and Others v Opposition to Urban Tolling Alliance and Others* 2012 (6) SA 223 (CC)

41 This case is a prime example. In the Specifications Authority's heads of argument, the following statement of the law appears:

*"An interdict against the exercise of public power can only be granted in the clearest of cases and in exceptional circumstances as provided for by the Constitutional Court in OUTA."*

42 But that is not what *OUTA* held. As I shall set out below, *OUTA* is not authority for the proposition that interdicts against *any* exercise of public power must meet the clearest of cases standard. On the contrary, more is required from the wielders of public power if they wish to bring themselves within the ambit of *OUTA*.

43 *OUTA* arose in a very particular set of circumstances. It began with a cabinet decision to approve an extensive upgrade of roads in the economic hub of Gauteng. So it fell within the heartland of executive conduct.<sup>3</sup> It then dealt with decisions taken by the South African National Roads Agency to implement that government policy.<sup>4</sup> Those decisions became the focus of a review application instituted by the Opposition to Urban Tolling Allowance, more commonly known as "OUTA". Pending that review, OUTA sought an urgent interim interdict from the Pretoria High Court to prohibit SANRAL from levying and collecting tolls on the upgraded road network.

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<sup>3</sup> *OUTA* para 1

<sup>4</sup> *OUTA* para 2

- 44 The interdict was therefore sought in a situation where cabinet had decided that the road network needed to be upgraded. SANRAL took decisions to implement that policy decision, funds were then secured to pay for the upgrades on the basis that they would be funded from tolling revenue. The upgrades were rolled out, the roads' infrastructure substantially improved and then, on the eve of the day when motorists were going to have to begin paying for those upgrades, OUTA sought an interdict to stop the collection of tolls.<sup>5</sup>
- 45 It was against that backdrop that the Constitutional Court held that temporary interdicts against the exercise of statutory power will only be granted in exceptional circumstances.<sup>6</sup> The Court was concerned with the separation of powers harm that can arise when the courts step into the "exclusive terrain of the executive and legislative branches of government" and halt, on a temporary basis, organs of state from exercising their constitutional and statutory powers and duties. The case was therefore concerned with specific statutory and constitutional obligations which a temporary interdict would inhibit.
- 46 On the facts of *OUTA*, those powers and functions concerned the roll out of a massive tolling project that had received cabinet approval years before, had been fully implemented, and was awaiting the collection of tolling revenue.

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<sup>5</sup> *OUTA* paras 3 to 7

<sup>6</sup> *OUTA* para 44

- 47 The specific powers impacted in *OUTA* therefore had their origins in government policy, implemented through a statutorily created organ of state – in the form of SANRAL – whose statutory powers included, expressly, the obligation to exercise its powers “within the framework of government policy”.<sup>7</sup>
- 48 Those factual features of the case provide the context in which the Constitutional Court’s reasoning is to be properly understood. The Court did not hold that all cases involving an interim interdict “against the state”<sup>8</sup> can only be granted in the clearest of cases.
- 49 On the contrary, the Constitutional Court was not dealing with any old interim interdict brought against the state. It was dealing with an interdict that would “disrupt executive or legislative functions conferred by the law”.<sup>9</sup> In that context, it held that courts must ask whether an interdict “will implicate the tenet of division of powers”<sup>10</sup> because it was a case dealing with national executive decision-making about the ordering of public resources. That type of issue “lies in the heartland of executive-government function and domain”<sup>11</sup> and inevitably involves “policy-laden and polycentric decision-making.”<sup>12</sup>

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<sup>7</sup> *OUTA* para 2

<sup>8</sup> See, for example, the judgment in *Observatory Civic Association and Another v Trustees, Liesbeek Leisure Properties and Others* 2023 (1) SA 583 (WCC) at para 116 where this is how the ratio of *OUTA* was described.

<sup>9</sup> *OUTA* para 65

<sup>10</sup> *OUTA* para 65

<sup>11</sup> *OUTA* para 67

<sup>12</sup> *OUTA* para 68

- 50 Those are the correct facts against which to understand the findings in *OUTA*. The case was not concerned with stock-standard daily administrative decision-making by any old organ of state. It was dealing with decision-making at the core of executive policy formulation and the polycentric nature of those types of decisions.
- 51 In *Eskom v Vaal River*, the majority of the Constitutional Court emphasised these features of the *OUTA* decision.<sup>13</sup> It went on to hold that the strictness of the *OUTA* test for an applicant for interim relief needed to be balanced against the impact of the conduct, which is sought to be interdicted, for constitutional rights. In other words, the Court recognised that even in cases where there are heavily policy-laden and polycentric decisions that are sought to be interdicted, an applicant for interim relief may still succeed in obtaining an interdict if, in the ultimate balance of competing considerations, the impact on rights is significant. In *Eskom*, the Constitutional Court described the rights violation as “atrocious” and nothing short of a “human catastrophe”.<sup>14</sup>
- 52 In other words, even when one is dealing with heavily policy-laden and polycentric decision-making by an organ of state, a material and substantial impact on constitutional rights will meet the clearest of cases test.

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<sup>13</sup> *Eskom Holdings SOC Ltd v Vaal River Development Association (Pty) Ltd and Others* 2023 (4) SA 325 (CC) para 301

<sup>14</sup> *Eskom* para 305.

53     However, the emphasis that the Constitutional Court placed on the impact on constitutional rights in *Eskom* in no way detracts from the point I have emphasised above. For *OUTA* even to apply, the case still needs to be one involving the exercise of particular public powers – powers that strike at the heartland of executive functioning and policy-formulation. Those decisions are the particular preserve of the executive and legislative branches of government and those are areas into which courts should not lightly tread.

54     Thus, in order for an organ of state to resist an interim interdict on the basis of the *OUTA* test, it must, at a minimum, show that its decisions are of this policy-laden, polycentric type. If it cannot do so, then it cannot call in aid the stringent “clearest of cases” test that makes it more difficult for an applicant to obtain interim relief than is usually the case.

55     On a proper reading of *OUTA* (as later interpreted by the Constitutional Court in *Eskom*), the following principles emerge.

56     In order for an organ of state to bring itself within “clearest of cases” test in *OUTA*, its opposing papers should, at a minimum, set out the following:

56.1    what aspect of executive or legislative power will be impacted by the interim interdict sought;

56.2    how the exercise of that power involves policy-laden or polycentric decision-making;

56.3 what specific constitutional or statutory obligations or powers of the organ of state will be compromised if the interdict is granted; and

56.4 how those obligations or powers will be impacted by the temporary relief sought.

57 The respondents in this case did not bring themselves within *OUTA* because they did not explain how any of these features of the *OUTA* test were met.

58 It is important to be clear about what it takes to meet the *OUTA* standard. For example, it is not enough for the organ of state simply to state, as SANAS did here, that if the interdict is granted, it and the Specifications Authority will be “precluded from carrying out their statutorily imposed mandates”. It is not enough to state a conclusion to bring oneself within the ambit of *OUTA*. An organ of state wishing to invoke the *OUTA* standard must *explain* what it is about its mandate that would be impeded by the interdict. Considering the facts of *OUTA* makes it clear what is required. There, SANRAL was able to show that it had a statutory mandate to collect the tolling revenue that cabinet had decided would be the funding mechanism for the upgrade of the national road infrastructure. The interdict, if granted, would preclude it from discharging that very mandate. Despite having spent all the money on the roads, it would not be able to recover that money. So the immediate and ongoing impact of the interdict was that the National Treasury, the executive government and the National Legislature would have to allocate R270 million per month to SANRAL in order to meet its ongoing capital and

interest repayments in respect of the road upgrades. Thus the interdict therefore had wide-ranging consequences for the fiscus and the management of the country's sovereign debt.<sup>15</sup>

59 That is how an interdict can impede an organ of state from exercising its statutory powers.

60 In this case, the most that SANAS could say about the impact of the interdict was that it would preclude it from “effective compliance monitoring”, from “considering applications for extension of accreditation”, and from “determining how accreditation certificates should be worded”. But even these claims were incorrect. None of those alleged consequences will follow from an interim interdict in this case. This interim interdict will not stop the respondents from exercising any of their statutory powers. It will merely keep the status quo in place that existed before the respondents purported to exercise powers by uploading documents onto a website and issuing new designations.

61 An interdict will not prevent SANAS, or the Specifications Authority, from exercising any of their monitoring or accreditation powers. It will merely let a single entity – Precision Meters – continue to do what it has done for a decade and for which it received accreditation as recently as May this year, until the reviewing court decides part B of this application.

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<sup>15</sup> OUTA para 27

62 This is therefore not a case in which *OUTA* can be invoked because the decision-making at issue is neither polycentric nor policy-laden.

63 The standard requirements for interim interdictory relief therefore apply – not the *OUTA* clearest of cases standard.

#### *Standard interim interdicts*

64 The requirements for interim interdictory relief are trite. The applicant must show a prima facie right, irreparable harm, the absence of an alternative remedy and that the balance of convenience favours it over the respondent.<sup>16</sup>

65 The interim relief that Precision Meters seeks in this case is designed to protect the status quo. It is directed at allowing Precision Meters to continue, as it has been doing for the last decade, to verify water meters with a nominal bore of up to 100mm until its review is determined.

66 The review is directed at the conduct of SANAS and the Specifications Authority since July of this year. On 31 July 2025, the Specifications Authority issued Precision Meters with a designation verification certificate limiting it to verifying meters up to only 25mm. And in August 2025, SANAS uploaded various

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<sup>16</sup> *Setlogelo v Setlogelo* 1914 AD 221, as developed in *Webster v Mitchell* 1948 (1) SA 1186 (W) three decades later.

documents to its website purporting to replace the accreditation certificate that it has issued in May to Precision Meters.

67 Precision Meters' part B review is directed at declaring the documents uploaded on the SANAS website in August 2025 to be a nullity and requiring SANAS to issue it with an accreditation certificate for up to 100mm. It also seeks to set aside the Specifications Authority's decision to limit the scope of its verification to 25mm and substituting that decision for one designating Precision Meters to verify up to 100mm.

68 Precision Meters framed its part A relief in the form of orders suspending the operation of SANAS's "decisions" taken in August 2025 as well as the Specifications' Authority's decision on 31 July 2025 to issue it with a reduced verification certificate. It also sought an order directing SANAS to remove the August 2025 "accreditation certificate" from its website and an order requiring the Specifications Authority to issue it with a verification certificate for water meters with a nominal bore of up to 100mm. All of this relief was sought pending the outcome of the part B review.

69 The first question is therefore whether Precision Meters has established a prima facie right to this relief.

Prima facie right

70 The Accreditation Act says that an accreditation certificate “must be signed by the chief executive officer” or his designee. This means that, in order for a document to be an accreditation certificate, it must bear the signature of the chief executive officer of SANAS or his delegate. It is common cause between the parties that the documents that were generated in August 2025 and uploaded onto the SANAS website were not signed by the chief executive officer of SANAS nor his designee. Indeed, they bore no signature at all.

71 This means that they were not certificates under the Accreditation Act.

72 This finding is a pure question of law. It concerns the legal status of documents that were uploaded onto the SANAS website. I find that those documents did not meet the requirements of an accreditation certificate under the Accreditation Act and therefore were no more than documents which some officials within SANAS uploaded onto a website. They could not affect the legal rights that vested in Precision Meters when it was issued with a duly signed accreditation certificate on 30 May 2025. That certificate will expire on 29 May 2029, unless withdrawn by SANAS before then.

73 Once the legal status of the uploaded documents is clarified, it is not, strictly speaking, necessary for Precision Meters to secure any of the interim relief it seeks that is directed at the “decisions” that were taken in August 2025 because those purported “decisions” had no impact on the legal rights of Precision Meters.

Its rights accrued when it was issued with a duly signed certificate on 30 May 2025.

74 Nonetheless, provided Precision Meters meets the remaining requirements for an interim interdict, it would be appropriate to direct SANAS to remove the documents that it uploaded onto its website to avoid confusion as to the legal status of Precision Meters' accreditation pending the review in part B.

75 And in so far as the Specifications Authority's decision to issue a new designation verification certificate to Precision Meters on 31 July 2025 is concerned, the Specifications Authority made it clear in its answering affidavit that it relies on the SANAS accreditation process before it issues a verification certificate. It said expressly that it "cannot designate a verification body for a scope not assessed and accredited by SANAS". In this, it was correct. It was also correct when it said that where SANAS "has issued an accreditation certificate for less than 25mm, the [Specifications Authority] cannot issue a designation certificate for higher".

76 But the problem in this case is that, as at 31 July 2025, the *only* accreditation certificate that had been issued to Precision Meters accredited it to verify meters *up to 100mm*. It was not limited to 25mm.

77 On its own understanding of the law, therefore, the Specifications Authority was bound to follow the accreditation actions of SANAS. It was not open to it to issue a verification certificate on 31 July 2025 that was at odds with the then extant

accreditation certificate that SANAS had issued to Precision Meters on 30 May 2025.

78 And the conduct of SANAS officials in early August 2025 of uploading documents onto the SANAS website cannot regularise the Specifications Authority's conduct on 31 July 2025 for two reasons. The first is that it occurred *after* the verification certificate was issued on 31 July. And the second is that, even if the uploading had preceded the issue of the verification certificate at the end of July 2025, the documents that were uploaded onto the SANAS website were not accreditation certificates under the Act. So they could not form the basis for a designation verification certificate from the Specifications Authority.

79 I therefore find that Precision Meters has also established a right to have a designation verification certificate issued to it that aligns with the accreditation certificate from SANAS dated 30 May 2025 pending the part B review.

80 I deal with the remaining requirements for an interdict in the next section.

#### The remaining requirements

81 Our courts have previously held that the requirement of a prima facie right stands in an asymmetric relationship with the balance of convenience; the stronger the one, the weaker the other is permitted to be.<sup>17</sup>

82 As Holmes J held in *Olympic Passenger Service*:

*“It thus appears that where the applicant's right is clear, and the other requisites are present, no difficulty presents itself about granting an interdict. At the other end of the scale, where his prospects of ultimate success are nil, obviously the Court will refuse an interdict. Between those two extremes fall the intermediate cases in which, on the papers as a whole, the applicants' prospects of ultimate success may range all the way from strong to weak. The expression prima facie established though open to some doubt seems to me a brilliantly apt classification of these cases. In such cases, upon proof of a well-grounded apprehension of irreparable harm, and there being no adequate ordinary remedy, the Court may grant an interdict — it has a discretion, to be exercised judicially upon a consideration of all the facts. Usually this will resolve itself into a nice consideration of the prospects of success and the balance of convenience — the stronger the prospects of success, the less need for such balance to favour the applicant: the weaker the prospects of success, the greater the need for the balance of convenience to favour him. I need hardly add*

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<sup>17</sup> *Picnoord Kitchen (Pty) Ltd and Another v Lynx Investments (Pty) Ltd and Others* 2024 (6) SA 599 (GJ) para 21

*that by balance of convenience is meant the prejudice to the applicant if the interdict be refused, weighed against the prejudice to the respondent if it be granted.”<sup>18</sup>*

83 I have found above that Precision Meters has established a strong right to have SANAS remove the documents uploaded onto its website in August 2025, as well as to have the Specifications Authority issue it with a designation verification certificate that aligns with the 30 May 2025 accreditation certificate that was issued by SANAS.

84 In the light of this finding, less is required of Precision Meters on the balance of convenience in order to be entitled to the interim interdicts it seeks.

85 In so far as the balance is concerned, Precision Meters estimates that if the interdict is not granted, it will lose approximately 15% of its revenue going forward. It also has concerns about the impact on its reputation of being understood in the market no longer able to verify meters up to 100mm. It estimates that it may have to lay off as many as four staff members as a result of this impact on its business.

86 As against this harm, the respondents offer nothing meaningful.

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<sup>18</sup> *Olympic Passenger Service (Pty) Ltd v Ramlagan* 1957 (2) SA 382 (D) at 383D – G

- 86.1 The Specifications Authority invoked only an *OUTA*-line of defence, reminding the court that interdicts against organs of state can only be granted in the clearest of cases. I have, however, explained above why that standard does not apply in this case.
- 86.2 SANAS merely aligned itself with the Specifications Authority's point about *OUTA* and then saw fit to criticise Precision Meters for "trying to obtain through the back door, so to speak, a right and entitlement to which it is not entitled, and in fact in law does not have". It also accused Precision Meters of trying illegitimately to obtain a "market advantage over its competitors". It said that Precision Meters was doing so intentionally and recklessly. This criticism of Precision Meters was made throughout SANAS's answering affidavit. It accused Precision Meters of advancing a "false narrative", of being "deliberately reckless" and "vexatious", and of "knowingly" peddling untruths.
- 86.3 This sort of accusation should never be lightly made against a party. In *Knoop NO*, the Supreme Court of Appeal reminded legal practitioners about the care that is required when affidavits are drafted. It cautioned against allegations cast in emotive terms that are not borne out by any evidence. And it reminded legal practitioners that serious allegations of misconduct against opponents should only be made "after due consideration of their relevance and whether there is a tenable factual basis for them".<sup>19</sup>

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<sup>19</sup> *Knoop NO and Another v Gupta and Another* 2021 (3) SA 88 (SCA) para 145

86.4 In this case, there was no basis for these accusations against Precision Meters at all. The facts show clearly that it has consistently been accredited to verify water meters up to 100mm. It received that accreditation for a decade, and most recently in May this year. At some point in this process, however, SANAS seems to have come to the view that it ought not to have issued such accreditation to Precision Meters. But instead of acting as a responsible public body and following its own prescribed processes for adjusting the scope of a certificate, it unilaterally started uploading documents onto its website and telephonically informing the Specifications Regulator that Precision Meters should not be issued with a verification certificate for anything more than 25mm.

86.5 SANAS never frankly fessed up to its own error in this case. Instead, it maligned and criticised Precision Meters without justification.

87 Finally, on the issue of an alternative remedy, SANAS argued that Precision Meters could have applied for an extension of scope to increase its accreditation from 25mm to 100mm. But that misses the point that the only currently operative accreditation certificate that SANAS has issued is one that authorises Precision Meters to verify water meters up to 100mm. It is not clear how Precision Meters, in the face of this certificate that authorises it to verify meters up to 100mm, could apply for an extension to verify meters up to 100mm. It cannot apply for an extension to do what it is already authorised to do.

## Conclusion

88 In the light of what is set out above, I find that Precision Meters has establish a strong right to the interdicts it seeks. It has shown that it will suffer serious harm if it is not granted these interdicts and the balance of convenience overwhelmingly favours it. There is also no alternative remedy available to it.

89 The last remaining question is whether Precision Meters did enough to justify urgent relief in this case.

## **Urgency**

90 The impugned decisions in this matter were taken on 31 July 2025, in so far as the Specifications Authority was concerned, and in early August, in so far as SANAS is concerned.

91 Precision Motors moved with considerable speed to launch the application on 11 August 2025. It did not delay at all.

92 The respondents argued against the urgency of the application primarily on the basis that Precision Meters unduly delayed bringing this application because it did not come to court shortly after the SANAS letter in August 2024 in which it said that it was going to withdraw Precision Meters' accreditation "immediately".

- 93 But Precision Meters can hardly be criticised for not coming to court then. At that stage, it was copied on a letter in which SANAS said that it thought it had made an error and explained that it was going to take steps to correct its error. But then SANAS did not take any such steps *until* August 2025<sup>20</sup>. As I have already set out above, after SANAS began uploading documents onto its website in August 2025 in a purported attempt to cure its error, Precision Meters moved with considerable speed to launch the application. So there is no respect in which it can legitimately be accused of delay.
- 94 The parties have also exchanged full sets of affidavits. Both respondents sought leave to file further answering affidavits. In the scheme of an urgent application such as this, I find that they ought to be granted such leave to ensure that their position is properly before the court.
- 95 The final remaining question for urgency is whether Precision Meters has done enough to show that it will not obtain substantial redress in the ordinary course.<sup>20</sup> Precision Meters approached this court because it had been on the receiving end of truly remarkable conduct from two public bodies. Because of the conduct of SANAS and the Specifications Authority, the market has been led to understand that it cannot do the work it has been doing for ten years. It faces the prospect of 15% of its business being negatively impacted and having to lay off four staff members. That can be avoided if the urgent relief is granted now. Given the

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<sup>20</sup> *Luna Meubels Vervaardigers v Maikin and Another* 1977 (4) SA 135 (T) 137F-G

strength of its right to the relief, I find that a sufficient case has been made out for urgency.

## **Costs**

96 It remains to say a last word about costs.

97 Although I have not granted Precision Meters all the relief it sought, it has still been substantially successful. Its more limited relief is a product not of a lack of success but rather the fact that its success lay in a part of the case on which it did not focus. It related to the legal status of the documents that were uploaded onto SANAS's website in early August 2025. Once those documents are understood for what they are, and more importantly, what they are not, it is clear that they were not accreditation certificates. So they could not, in law, replace the certificate that was issued to Precision Meters on 30 May 2025.

98 Costs should therefore follow the result.

99 Precision Meters sought costs only on a party and party scale. Had it sought punitive costs, I would have been inclined to grant them for the following reasons.

100 SANAS is a public body. The Constitutional Court has repeatedly emphasised that public bodies do not litigate as ordinary private litigants; they have

heightened obligations<sup>21</sup> to do right, and to do it properly.<sup>22</sup> Scurrilous and unjustified attacks on one's adversary is never appropriate in litigation. But it is even less so when it comes from an organ of state.

101 In this case, SANAS levelled unjustified attacks on Precision Meters' *bona fides* throughout its affidavits. It did so in circumstances where, objectively, SANAS was the one who repeatedly erred in this case. It was SANAS who, on its own version, issued an initial accreditation certificate to Precision Meters for a scope broader than the one sought. When SANAS uncovered this "error", it said that it would immediately correct it. But it did not do so. Instead, it issued a new certificate consistent with the ones it had been issuing for the previous decade despite the fact that, according to it, the certificate contained an error. And then it unilaterally tried to change that certificate, without following its own prescribed processes for reducing the scope of an accreditation, by uploading unsigned documents onto its website. And finally, when it was called to account for this conduct in this litigation, it went on the offensive. Instead of plainly accepting that it had erred, it attacked Precision Meters mercilessly and repeatedly in its papers.

102 Lawyers draft affidavits but witnesses confirm the correctness and truth of their contents. Lawyers are wordsmiths; they are trained to use language to advance their client's case. But their clients are the ones who go under oath and present

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<sup>21</sup> *Public Protector v South African Reserve Bank* 2019 (6) SA 253 (CC) para 237

<sup>22</sup> *MEC for Health, Eastern Cape and Another v Kirland Investments (Pty) Ltd t/a Eye & Lazer Institute* 2014 (3) SA 481 (CC) para 82

their version to the court. As I highlighted above, the Supreme Court of Appeal has already warned lawyers to be careful in their drafting of affidavits.<sup>23</sup> But the caution extends to witnesses too, especially when those witnesses are the representatives of public bodies. No claim should be made in an affidavit unless there is proper support for it in the facts. Here, the allegations of recklessness, contrivance, and deliberate falsehoods that SANAS levelled at Precision Meters had no sound basis in the facts. They ought not to have been made.

103 Had there been a request for punitive costs, I would have granted them as a mark of the court's displeasure.<sup>24</sup> This type of unwarranted attack on an adversary in litigation is not appropriate from an organ of state that ought to know, and do, better.

## Orders

104 I therefore make the following orders:

1. The matter is dealt with as one of urgency.
2. Pending the outcome of part B:

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<sup>23</sup> *Knoop NO and Another v Gupta and Another* 2021 (3) SA 88 (SCA) para 145

<sup>24</sup> *Ex Parte Minister of Home Affairs and Another* 2024 (2) SA 58 (CC) para 92

- a. The first respondent is directed to remove the unsigned documents concerning the applicant, which were uploaded in August 2025, from its website.
  - b. The second respondent is directed, within two days of this order, to issue the applicant with a designation verification certificate stating that it is a verification body under the Legal Metrology Act 9 of 2014 for water meters with a nominal bore of up to 100mm.
3. The first and second respondents are to pay the applicant's costs jointly and severally, and the costs are to include the costs of two counsel on scale C.

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**K HOFMEYR**  
**ACTING JUDGE OF THE HIGH COURT**

## APPEARANCES

Applicant's counsel: A Kantor SC with M Bishop

Attorneys: Enderstein Malumbete Inc

First respondent's counsel: G Walters SC with A Brouwer

Attorneys: Norton Rose Fulbright

Second respondent's counsel: S Manganye

Attorneys: Mothle Jooma Sadiba