



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

Case No: 144620/2025

(1)	REPORTABLE: No
(2)	OF INTEREST TO OTHER JUDGES: No
(3)	REVISED:
	8 DECEMBER 2025
SIGNATURE	DATE

In the matter between:

**CITY OF EKURHULENI METROPOLITAN
MUNICIPALITY**

Applicant

and

MOSES MNGUNI

First Respondent

**THE BAMBANANI COMMUNITY AND
277 OTHER RESPONDENTS**

Second Respondent

In re:

MOSES MNGUNI

First Applicant

**THE BAMBANANI COMMUNITY AND
277 OTHER RESPONDENTS**

Second Applicant

and

**CITY OF EKURHULENI METROPOLITAN
MUNICIPALITY**

First Respondent

**THE MMC FOR HOUSING: CITY OF EKURHULENI
METROPOLITAN MUNICIPALITY**

Second Respondent

This judgment is prepared and authored by the Judge whose name is reflected as such and is handed down electronically by circulation to the parties / their legal representatives by email and by uploading it to the electronic file of this matter on CaseLines. The date for handing down is deemed to be 8th December 2025.

JUDGMENT: LEAVE TO APPEAL

INTRODUCTION

[1] The applicant, the City of Ekurhuleni Metropolitan Municipality [Ekurhuleni] applies for leave to the Full Court of this Division alternatively to the Supreme Court of Appeal against prayers 1(one) and 2(two) of the order granted, by agreement, between the Ekurhuleni and the first and second to two hundred and seventy seven (277) respondents [collectively respondents] on the dated the 11 September 2025 in the urgent Court.

[2] The parties were heard on the 4 September 2025, and by agreement, the parties wished to remove the matter from the urgent roll. Procedurally the matter stood down for the parties to craft the prayers agreed to. On the 11 September 2025, by agreement the draft order was made an order of Court. In terms of the order, Ekurhuleni and the respondents requested this Court to remove the main application as per payer 1 and, pending the re-enrolment of the main application,

Ekurhuleni agreed to provide alternate accommodation for those respondents who had minor children, as per prayer 2 [collectively the prayers].

[3] Ekurhuleni now makes application for leave to appeal in circumstances when:

- 3.1. the prayers were granted by agreement;
- 3.2. Ekurhuleni's Counsel in argument conceded that Ekurhuleni is satisfied with the content of the prayers to which it did agreed but, discontent that the respondents have failed to set the main application down for adjudication;
- 3.3. It is common cause that Ekurhuleni has not affected prayer 2 as it is unsure how to implement it; and
- 3.4. Ekurhuleni conceded that, like the respondents, it could have set the main application down for adjudication.

[4] Considering the above and considering, in particular that this Court did not entertain the merits of the main application in order to grant the prayers themselves, no misdirection of law or fact by the Court, as required by uniform rule 49(3), is apparent to sustain the grounds raised.

[5] The nub of Ekurhuleni's complaint, as repeated in argument, was that the respondents undertook to set the main application down in October 2025, which the respondents failed to do. The time frame did not form part of the prayers as it appeared to be an *inter partes* undertaking to which the Court was not privy to at the time. This Court reminded Counsel for Ekurhuleni that it could have set the main application down itself, but failed to do so and now, rather wishes leave to appeal the prayers it, by agreement and in principle agreed to, instead of seeking finality.

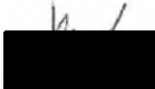
[6] Ekurhuleni in the circumstances has failed to meet the threshold of section 17(1)(a)(i) and/or (ii) of the Superior Courts Act 10 of 2013 and this Court is of the opinion that the appeal will not have a reasonable prospect of success nor, is there a compelling reason why leave should be granted. In consequence, leave to appeal must fail.

COSTS

[7] Although it is trite that costs should follow the result in exercising its discretion, this Court considers that both parties reached the agreement and that the respondents Counsel did not disagree with the *inter partes* arrangement to re-enrol the matter in October 2025. In the circumstances, each party should bear their own costs.

[8] The following order:

1. Leave to appeal is dismissed;
2. Each party is to bear their own costs.


L.A. RETIEF

Judge of the High Court
Gauteng Division

Appearances:

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Lawyers for Human Rights

Date of hearing:

4 December 2025

Date of judgment:

8 December 2025