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**IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, PRETORIA**

CASE NO: 190477/2025

(1) REPORTABLE: **NO**

(2) OF INTEREST TO OTHER JUDGES: **NO**

(3) REVISED.

(4) Date: 10 December 2025

Signature:

In the matter between:

TECH SPARES CC

Applicant

And

THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY

Respondent

JUDGMENT

NYATHI J

A. INTRODUCTION

[1] This is Part A of a composite application brought by the applicant, Tech Spares CC, for urgent interdictory relief compelling the City of Tshwane to restore and not disconnect electricity to the property from which the applicant conducts its business, pending the adjudication of Part B (a

Promotion of Administrative Justice Act (“PAJA”¹ review) and Part C (declarator/rectification of lease terms) in the ordinary course.

- [2] The disconnection occurred on 6 October 2025 after the respondent gave a series of demands culminating in a disconnection notice. The respondent avers arrears exceeding R3 823 194.58 and contends that the applicant has refused to pay for utilities and rental since July 2024.
- [3] The applicant’s case is founded on (a) the lease agreement dating back to 1997, under which, it says, rates, water and electricity are included in the rental, (b) compliance with its obligations, (c) an unlawful, prejudicial disconnection jeopardising its business, and (d) the absence of an adequate alternative remedy pending review and contract clarification.
- [4] The respondent opposes urgency and merits, saying the disconnection followed due process, the credit control and by-laws permit disconnection for non-payment, and the applicant’s asserted rights are reciprocal and conditional upon payment. It further challenges the prospects of Parts B and C and invokes *lis pendens* due to an extant action under case number 33433/22.

B. ISSUES FOR DETERMINATION IN PART A

- [5] Four issues arise:
 - 5.1 Urgency under Rule 6(12).
 - 5.2 Whether the applicant has met the requirements for an interdict (final or interim) pending Part B and C.
 - 5.3 The lawfulness of the respondent’s disconnection under its statutes/by-laws and policy, vis-à-vis the lease.
 - 5.4 Appropriate relief and costs.

C. URGENCY

- [6] The applicant served the urgent application on 17 October 2025 for hearing on 21 October 2025. It pleads severe commercial prejudice, including the inability to trade and loss of long-term supplier relationships, and contends that substantial redress in due course would be unavailable.

¹ Promotion of Administrative Justice Act 3 of 2000.

- [7] The respondent says urgency is self-created: repeated demands were addressed to the applicant since 2024; the applicant elected to withhold payment from July 2024; and the timeframes afforded to the Municipality were unreasonably short and contrary to practice directives.
- [8] The standard is settled: an applicant must explicitly set out circumstances rendering the matter urgent and demonstrate absence of substantial redress in the ordinary course; urgency is not inherent in the type of relief but in the circumstances. The applicant invokes *Luna Meubel*, *East Rock Trading*, *Chief Lesapo* and *Chung-Fung*.² The respondent similarly relies on *East Rock Trading*, *Luna Meubel* and urgent-roll jurisprudence, and on *Van der Linde v Tshwane Metropolitan Municipality*,³ cautioning that commercial obligations to third parties and ongoing arrears do not, without more, render a matter urgent.
- [9] On the papers, the disconnection is a current, ongoing infringement with concrete effects on the applicant's business continuity. While some delay between 6 October and 17 October exists, it is not excessive in context. The applicant's case on absence of substantial redress (loss of operations and clientele) is persuasive, and the prejudice from continued disconnection is immediate. Nonetheless, the compressed timetable and failure to provide time for a reply contributed to an adjournment and warranted costs reservations.
- [10] I am satisfied that the matter warrants enrolment on the urgent roll, but the degree of urgency must inform the shape of any interim relief (including conditions ensuring fiscal sustainability and fairness).

D. INTERDICT: APPLICABLE TEST

- [11] The applicant frames Part A as final relief (restore and prohibit disconnection) pending Part B and C. Practically and doctrinally, Part A is interim relief that preserves the *status quo*, assessed on the well-known

² *Luna Meubel Vervaardigers (Edms) Bpk v Makin (Ua Makin's Furnisher Manufacturers)* 1977 (4) SA 135 (W) at 136H.; *East Rock Trading 7 (Pty) Ltd and Another v Eagle Valley Granite (Pty) Ltd and Others* [2012] JOL 28244 (GSJ) at para 6.; *Chief Lesapo v North West Agricultural Bank and another* [1999] ZACC 16; 2000 (1) SA 409 (CC) at [13], [16] & [22].; *Chung-Fung (Pty) Ltd and Another v Mayfair Residents Association and Others* (2023/080436) [2023] ZAGPJHC 1162 (13 October 2023) at [23] to [24].

³ *Van Der Linde v Tshwane Metropolitan Municipality and Another* (121281/2024) [2024] ZAGPPHC 1291 (19 November 2024).

requirements: prima facie right, reasonable apprehension of irreparable harm, balance of convenience, and no alternative satisfactory remedy. The applicant also pleads a clear right under the lease.

- [12] The respondent contends the right to municipal services is conditional upon payment; due process was observed; amounts are substantially in arrears; and credit control/by-laws entitle disconnection. It argues the applicant has an alternative remedy—payment arrangement or settlement of undisputed charges—and relies on *Vresthena* and *Van der Linde* to caution against orders that effectively compel indefinite supply in the absence of payment.

E. PRIMA FACIE RIGHT

- [13] The applicant relies on an historic lease (1997) which, it says, includes rates, water, and electricity in the rental. This, if correct, would mean the respondent's claim for separate utility payments is contractually misplaced.
- [14] The respondent disputes this reading, pointing to clauses 2–4 of the lease (as pleaded) to assert the applicant is liable for utilities and rental, and argues that any interpretive dispute must be resolved per the principles enunciated in *Natal Joint Municipal Pension Fund v Endumeni Municipality* ("*Endumeni*").⁴ It further notes the Municipality has pending action (33433/22) and invokes *lis pendens* for Part C.
- [15] Given the contradictory interpretations and the incomplete lease text on these papers, the applicant has established at best a *prima facie* right, open to some doubt, sufficient for interim protection subject to conditions, but insufficient for unqualified, indefinite compulsion of supply.

F. IRREPARABLE HARM AND ALTERNATIVE REMEDY

- [16] The applicant demonstrates ongoing harm: inability to trade, risk of closure, and loss of relationships. That harm is current and not readily compensable.
- [17] The respondent counters that the applicant can avert harm by paying arrears, entering into a payment arrangement under credit control by-laws,

⁴ *Natal Joint Municipal Pension Fund v Endumeni Municipality* 2012 (4) SA 296 (SCA)

and/or paying undisputed charges pending the resolution of disputes; it says harm flows from the applicant's own non-payment.

- [18] While payment arrangements may be an alternative, they presuppose a common understanding of the correct account and charge allocation—precisely what is disputed. On balance, absent a structured interim mechanism, the harm is not adequately addressed.

G. BALANCE OF CONVENIENCE AND LEGALITY

- [19] Municipality must ensure financially sustainable service provision, develop a culture of payment, and may disconnect for non-payment under credit control instruments and electricity by-laws (Section 21), after notice. The respondent claims it gave letters of demand, a final demand (3 September 2025), and a disconnection notice (6 October 2025).
- [20] The applicant disputes liability (including address misallocation and a mixed account allegedly tied to a different property) and says its Section 102(2) dispute and Section 62 appeal rights were left unresolved. It seeks protection pending the orderly adjudication of Part B/C.
- [21] The balance of convenience favours conditional interim relief that preserves operations while protecting the Municipality's fiscal interests, avoids the "chilling effect" criticised in *City of Tshwane Metropolitan Municipality v Vresthena (Pty) Ltd*, ("*Vresthena*")⁵ and regulates payment pending the merits. An unqualified order compelling ongoing supply without payment safeguards is untenable.

H. SHAPE OF APPROPRIATE INTERIM RELIEF

- [22] In keeping with the caution in *Vresthena*, any interim order must:
- a. be time-limited;
 - b. tie relief to steps regulating Part B/C;
 - c. require payment of current, undisputed charges and reasonable interim contributions toward disputed amounts; and
 - d. preserve the City's credit control rights in case of non-compliance with the interim regime.

⁵ City of Tshwane Metropolitan Municipality and Others [2024] ZASCA 51.

[23] The respondent indicates the Credit Control Policy and By-laws contemplate payment arrangements, minimum payments, and continuing payment of undisputed charges despite disputes. An interim regime consistent with those instruments is appropriate.

I. OBSERVATION ON PARTS B AND C (WITHOUT DECIDING)

[24] The respondent challenges PAJA timing (180 days) and exhaustion of internal remedies, citing *Sasol Chevron*⁶ as authorities; it also raises *lis pendens* for lease rectification and *Endumeni* interpretation principles. Those are complex merits reserved for the ordinary course. The observations reinforce the need for time-boxed interim relief and process milestones for the intended review/contract proceedings.

J. COSTS

[25] As to the adjournment on 22 October 2025 attributed to timetable compression, the respondent seeks wasted costs. The applicant seeks scale C costs on Part A. Given partial success and the parties' respective conduct, costs will be costs in the cause of Part B/C, save for the wasted costs of 22 October 2025, which the applicant shall pay.

ORDER:

[26] The matter is enrolled and determined as urgent under Rule 6(12).

[27] Interim restoration: The respondent is directed to forthwith restore electricity supply to Remaining Extent Erf 1[...], W[...], Pretoria, pending final determination of Part B and Part C, subject to the conditions below.

[28] Payment conditions (interim regime):

⁶ Commissioner, South African Revenue Service v Sasol Chevron Holdings Limited (1044/2020) [2022] ZASCA 56; 85 SATC 216 (22 April 2022), (as approved on appeal by the Constitutional Court in Sasol Chevron Holdings Limited v Commissioner for the South African Revenue Service [2023] ZACC 30).

- 28.1 Within 5 court days of this order, the parties shall convene and conclude a written interim payment arrangement consistent with the respondent's Credit Control Policy/By-laws, recording:
- (a) the current monthly, undisputed charges for electricity (and any other services) to be fully paid on due date; and
 - (b) an interim monthly contribution toward the disputed arrears (without prejudice), set at R250,000 per month or such other amount as the parties agree in writing, pending adjudication in Part B/C.
- 28.2 The applicant shall continue to pay all current, undisputed amounts timeously during the pendency of Part B/C.
- 28.3 Failure by applicant to comply with 28.1(b) or 28.2 for two consecutive billing cycles shall entitle the respondent, on 48 hours' written notice, to approach this Court on the same papers, supplemented as necessary, for leave to disconnect pending Part B/C.

[29] Process milestones:

- 29.1 The applicant shall launch Part B (PAJA review) within 30 calendar days of this order and prosecute it diligently according to the Rules; any condonation or internal-remedy issues shall be addressed upfront in the review papers.
- 29.2 The applicant shall launch Part C (declarator/rectification) within 45 calendar days, unless the parties agree in writing to consolidate or stay those issues in favour of the pending action 33433/22, subject to case management directions.

[30] Time limit: The interim relief in paragraphs 27–29 shall lapse 12 months from the date of this order unless extended by further order upon good cause shown; nothing herein precludes either party from seeking case-management directions to expedite the determination of Part B/C.

COSTS:

[31] The wasted costs occasioned by the adjournment on 22 October 2025 are to be paid by the applicant. Further costs in Part A are costs in the cause of Part B/C.

J.S. NYATHI
Judge of the High Court
Gauteng Division, Pretoria

Date of hearing: 29/10/2025

Date of Judgment: 10 December 2025

On behalf of the Applicants: Mr. C. Reddy
Instructed by: Kutumela-Sithole Attorneys, Pretoria.

On behalf of the Respondent: Mr L.A. Visser
Instructed by: Holland-Muter Attorneys, Pretoria.

Delivery: This judgment was handed down electronically by circulation to the parties' legal representatives by email and uploaded on the CaseLines electronic platform. The date for hand-down is deemed to be 10/12/2025.