



**IN THE HIGH COURT OF SOUTH AFRICA
EASTERN CAPE DIVISION, MAKHANDA**

Case No: 2025-230327

Heard: 5 December 2025

Delivered: 15 January 2026

In the matter between:

SHAUN PHILLIP CORMACH

Applicant

and

KING SABATHA DALINDYEBO MUNICIPALITY

First Respondent

**THE MUNICIPAL MANAGER: KSD LOCAL
MUNICIPALITY**

Second Respondent

EASTERN CAPE DEVELOPMENT CORPORATION Third Respondent

and

Case No: 2025-230759

MANDISA BOOI

Applicant

and

KING SABATHA DALINDYEBO MUNICIPALITY First Respondent

**THE MUNICIPAL MANAGER: KSD LOCAL
MUNICIPALITY** Second Respondent

EASTERN CAPE DEVELOPMENT CORPORATION Third Respondent

and

Case No: 2025-230801

NONKANYISO MPETUKANE Applicant

and

KING SABATHA DALINDYEBO MUNICIPALITY First Respondent

**THE MUNICIPAL MANAGER: KSD LOCAL
MUNICIPALITY** Second Respondent

EASTERN CAPE DEVELOPMENT CORPORATION Third Respondent

and

MAYEKISO WITNESS KULILE

Applicant

and

KING SABATHA DALINDYEBO MUNICIPALITY

First Respondent

**THE MUNICIPAL MANAGER: KSD LOCAL
MUNICIPALITY**

Second Respondent

EASTERN CAPE DEVELOPMENT CORPORATION Third Respondent

JUDGMENT

BRODY AJ

- [1] On the 26th of November 2025 Mr Shaun Phillip Cormach, Ms Mandisa Booï, Mr Nonkanyisa Mpetukane, and Mr Mayekiso Witness Kulile (“the Applicants) brought an urgent application for urgent relief and based on the certificates of urgency, I directed that all four matters would be heard on the 5th of December 2025 at 11h15, with papers to be served on the Respondents by 17h00 on the 26th of November 2025. Any opposition to be served and filed on the 28th of November 2025 at 11h00 and answering affidavits by 1 December 2025 at 11h30.

- [2] The papers were duly served and the First and Second Respondents, in all four matters, opposed the relief sought, and filed their papers.
- [3] I directed that all four matters be heard simultaneously as they involved the same subject matter and the same issues in dispute between the parties.
- [4] The Third Respondent indicated that it would abide the decision of this Court.
- [5] All the Applicants were occupants of various properties in the jurisdiction of the King Sabatha Dalindyebo Municipality (“the Municipality”) in Mthatha and all the properties were owned by the Eastern Cape Development Corporation (“ECDC”).
- [6] It was also common cause that the Applicants were consumers of electricity supplied by the Municipality which was purchased on a pre-paid basis by the various Applicants.
- [7] It was alleged by the Applicants that on or about the 24th of October 2025, and without prior notice to the Applicants the Municipality disconnected the supply of electricity to the various properties occupied by the Applicants.
- [8] It was alleged in all the founding affidavits, and in argument, that the Applicants had a right to access to the supply of electricity as a consumer and especially in circumstances where they had

purchased pre-paid electricity in various amounts. It was further alleged that this right to electricity was not a “direct right” but essentially services linked to other rights.

[9] It was further common cause in the matters that the Municipal Systems Act required a Municipality to provide proper written notice before disconnecting electricity for non-payment and that these were statutory obligations on Local Governments to provide basic municipal services, which included electricity.

[10] This was also referred to in the Bylaws of the Municipality.

[11] Mr Menti, who acted on behalf of the Applicants, argued that a decision taken by the Municipality to cut electricity was administrative action in terms of Section 3(1) of the Promotion of Administrative Justice Act 2000. He also made reference to Sections 152(1), 153, and 33 of the Constitution and highlighted the duties of the Municipality when dealing with citizens within its municipal area.

[12] The Municipal Manager of the Municipality, Mr Ngamela Pakade (“Mr Pakade”) deposed to an opposing affidavit and alleged that notice was indeed given to the Applicants prior to the termination of electricity as required by the Municipal Systems Act and the Bylaw.

[13] Mr Pakade further alleged that on 16 October 2025 the Municipality received a letter from ECDC penned by the Head of Legal, Compliance and Governance of the ECDC which, in essence, requested the following:

“The ECDC in its capacity as the consumer in contract with the Municipality for the supply of electricity to ECDC owned properties (the properties described in [“**Annexure A**”] hereto) and as the registered owner of the Properties, hereby gives **four (4)** days written notice in terms of Section 24 of the King Sabatha Dalindyebo Municipality for the discontinuance of the electricity supply to the properties.

Accordingly, the ECDC hereby notifies the Municipality of its intention to discontinue to use and supply electricity to the properties with effect from **20 October 2025**.

The ECDC shall not be liable for any charges, levies or payments arising in terms of the tariff for the supply of electricity to the properties after **the expiry of the period above, being 20 October 2025**. For any urgent communication in this regard, including the issuing of any final accounts or resolving related queries, the Municipality is advised to contact the undersigned directly.”

[14] This letter clearly indicated that it was ECDC that was terminating the contract for the supply of electricity to the various identified properties, occupied by the Applicants, and made it unequivocally clear that the ECDC would not be liable for any further expenses and costs incurred in the supply of electricity to the various properties

[15] The Municipality accepted this notice of termination and before terminating the electricity a pre-termination notice was physically delivered in respect of each property listed in ECDC’s termination notice to each of the Applicants.

[16] This notice, physically delivered to the various Applicants, as occupiers, stated the following:

“The purpose of the correspondence is to communicate the request from ECDC dated 16 October 2025 to terminate the electricity supply to the above premises.

Section 24 of the By-Law outlines “in the event of a consumer desiring to discontinue using the electricity supply, he must give at least four full working days’ notice in writing of such intended discontinuance to the Municipality, failing which he remains liable for all payments due in terms of the tariff of the supply of electricity until the expiration of two full working days after such notice has been given.

It is against this background that we are:

- Informing you of the request from ECDC and we attach this correspondence as an Annexure A to this letter.
- We request that you respond within 2 working days (21 October 2025), if you are objecting to the request from ECDC and show cause why this request should not be implemented by the Municipality. Please note that failure to respond will result in the Municipality utilizing its discretion on how to continue with the matter, without any further notice.”

[17] Mr Pakade confirmed that the letter of termination was given with at least seven calendar days notice to the occupiers, despite the two-day notice period in the termination letter by ECDC.

[18] It was argued on behalf of the Municipality by Mr Ntकिनca that the actions of the Municipality were not unlawful, or unconstitutional, and actions that had to be taken in the face of a termination of the contract between the ECDC and the Municipality.

[19] Mr Pakade also made the point in his opposing affidavit that nothing prevented the occupiers from providing electricity in any other means, including entering into agreements with the Municipality, in terms of their normal procedures.

[20] Although on the face of the actions taken by ECDC and the Municipality, it may have appeared that the disconnection of the Municipality was a ploy to evict the Applicants, I was assured in argument, and it was common cause, that no parties were taking any points that this was in infringement of the legislation relating to evictions, and no one was alleging that this was an “illegal eviction”.

[21] It was also common cause in the matter that all the Applicants were illegal occupiers of the various properties owned by ECDC as rent had not allegedly been paid for various periods.

[22] Reference was made to the matter of Siphokazi Mafilika & Others vs Elundini Local Municipality & Another (620/2024) [2025] ZASCA142 where the court found that the failure to give notice prior to termination was fatal and the Municipality, in that matter, was ordered to restore the electricity.

[23] The present matter is distinguishable from that matter in that

notice was given by the Municipality, as deposed to by Mr Pakade, and which notices were attached to his opposing affidavit in the proceedings.

[24] In fact, I can find no evidence in the present application that the Municipality has breached any of its duties in terms of the legislation, the Bylaw, and the Constitution.

[25] Reference was also made to the Constitutional Court Judgement of Leon Joseph & Others vs City of Johannesburg & Others (2009) ZACC30, however, that Judgment too is distinguishable from the present facts, as that Judgment dealt with the electricity producing company, City Power (Pty) Ltd adopting debt collecting procedures as a Credit Control mechanism. In that matter too, the failure to give a pre-termination notice was fatal.

Order

[26] In the event, the following order is made:

[26.1] The termination of electricity supply to the Applicants is declared to be lawful.

[26.2] The Applicants are ordered to pay the costs of the application on Scale B, as contemplated by Rule 69(7), in respect of each individual application.

[26.3] The Registrar is directed to ensure that there is no unnecessary duplication in the costs of the various

applications, especially as the applications were dealt with as one application in argument.

B B BRODY
Acting Judge of the High Court

Counsel for the applicants : Mr Menti

Instructed by : N.E. Mbewana Attorneys Inc.

GQEBERHA

Counsel for the first & second respondents : Mr Ntikinca

Instructed by : TL Luzipho Attorneys

c/o Zilwa Attorneys

MAKHANDA

Attorneys for the third respondent : Messrs Kuban Chetty

GQEBERHA