IN THE HIGH COURT OF SOUTH AFRICA
(EASTERN CAPE DIVISION, MTHATHA)

CASE NO.: 2515/2025

In the matter between:

LINDEKA NONGQAYI	**1st Applicant**
NONKUSELO MAZATU	**2nd Applicant**
and	
KING SABATA DALINDYEBO MUNICIPALITY	**1st Respondent**
THE MUNICIPAL MANAGER: KSD LOCAL MUNICIPALITY	**2nd Respondent**
EASTERN CAPE DEVELOPMENT CORPORATION	**3rd Respondent**

JUDGMENT
ON APPLICATION FOR LEAVE TO APPEAL

ZONO AJ:

Introduction

[1] On 08th July 2025 the applicants lodged an application for leave to appeal against the judgment delivered on 13th June 2025. The application is couched in the following terms:

"The application for leave to appeal is premised on the following grounds:

1. *The court erred in finding that the correspondence seeking termination of the supply did not constitute an administrative action within the contemplation of PAJA and in finding that in its correspondence of 03 December 2024 the third respondent did no more than terminate the contractual relationship that existed between it and the first respondent. Another court would find that:*

    1.1 *properly construed, the correspondence aforesaid sought discontinuance of use of the supply in terms of clause 24 of the King Sabata Dalindyebo Municipality, Electricity By-Law.*

    1.2 *in effect, the request for discontinuation;*

    1.2.1 *was by Eastern Cape Development Corporation which is a State Owned Company duly registered as such in terms of the Companies Act (a juristic person),*

    1.2.2 *was in terms of clause 24 of the electricity bylaws (which is an empowering provision), and*

    1.2.3 *adversely affected the rights of users and consumers to the electricity supplied to Windsor Hotel.*

    1.3 *as consumers to the supply, the applicants had rights and legitimate expectations to the electricity supply recognizable in terms of PAJA.*

    1.4 *a proper construction to be accorded to the provisions of sec 1(b) of PAJA shows that an administrative action inter alia includes a decision taken by a juristic person in terms of an empowering provision and which has an external effect on the rights and legitimate expectations*

    1.5 *the factual complex demonstrates that the request for discontinuance of the supply was by a juristic person acting within the parameters of an empowering provision (clause 24 of the bylaws) and had an external effect on the rights and legitimate expectations of the occupiers of the premises who are consumers and users to the supply. As such the* *correspondence of 03 December 2024 constituted an administrative action within the contemplation of PAJA.*

1.6 *the third respondent did not provide a countervailing version as to why its decision could not be reviewed and set aside in light of the prevailing factual matrix and on the basis of trite legal principles the version of the applicants had to be accepted. As a corollary, the decision fell to be reviewed and set aside.*

2. *The court erred in finding that the applicants had no right to the electricity supply. Intensely examining the facts before it, another court would find that:*

1.1 *the evidence portrays that the respondents knew that the premises were occupied not by the third respondent but by the applicants and various other occupiers who were using and consuming the supply, and*

1.2 *the applicants were consumers to the supply within the contemplation of the Electricity By-Laws. As such they had a right to the supply recognisable in terms of the by-laws. It was accordingly incumbent upon the respondents to notify the applicants of intention to terminate the supply and to further afford them of their rights in light of the intended termination.*

3. *The court further misdirected itself in finding that the third respondent did no more than termination of the agreement that existed between it and the first respondent for the supply of electricity. On the same facts, another court would find that:*

3.1 *there was no termination of the agreement that existed between the first and third respondent for the supply of electricity. Conversely, the third respondent sought discontinuance of the supply in terms of clause 24 of the bylaws. The said clause does not govern termination of the agreement for the supply of electricity but discontinuance of use of the electricity supply.*

3.3 *even if the termination at issue was aimed at cancelling the agreement aforesaid, the contract for the supply of electricity between the first and third respondent was not for the benefit of the third respondent but for that of the occupiers of Windsor Hotel. As demonstrated above, third respondent is not in occupation of the premises but the applicants are. Without doubt, when the third respondent sought electrification of the building it did so not for its consumption and/or benefit but for that of the occupiers of the building. Accordingly, it was incumbent upon the third respondent to afford the applicants their rights to be heard prior the discontinuance and for failing to do so, its decision was taken in a procedurally unfair manner and fell to be reviewed and set aside.*

4. *The court further erred in finding that the procedural fair requirements did not apply since the respondents terminated the contractual relationship which does not equate to exercise of public power in terms of an empowering provision. At the risk of repetition, the conduct at issue was not termination of a contractual relationship but a decision for discontinuance of use of the supply in terms of an empowering provision (clause 24 of the bylaws) and adversely affected the rights and legitimate expectations of the consumers of the supply. Even if it could be said that the termination was of a contractual relationship that existed between the first and third respondent, the said termination was by a juristic person performing a public function in terms of an empowering provision (clause 24 of the by-laws) and had an adverse effect and/or a direct external legal effect on the rights of the applicants (the consumers). As such the termination fell within the realm of administrative action.*

5. *The court erred in finding that applicants did not plead the source of their entitlement to the supply, no substantive rights were affected and in finding that there was no reason for following of a fair procedure in seeking discontinuance of use of the supply. The entirety of the facts reveals that the applicants were consumers to the supply. Clause 1 of the By-Laws defines a consumer as any occupier of the premises. Undeniably, applicants were in occupation of the premises. As occupiers they had entitlement to the supply and thus had rights that were adversely affected by the discontinuance.*

6. *The court further erred in finding that the applicants did not make application for them to be consumers of the supply in terms of clause 8(1) of the Municipal Policy. Properly evaluating the evidence at its disposal, another court would find that in its letter of 16 April 2025, the first respondent allowed no room for such application but made it clear that it would await correspondence from the third respondent before the reconnection.*

7. *The court further misdirected itself in finding that it will be enforcement of an illegal act if the first respondent is compelled to provide services without an application for services. Another court would find that a contract exists between first and third respondents for the supply of the services and the third respondent has done no more than seek discontinuance of use of the supply in terms of clause 24. The said discontinuance cannot translate to termination of the contract that exists between the said respondents. Even if it does, upon setting aside of the instruction issued pursuant the provisions of clause 24, the relationship between the first and third respondents would be revived. As such the seeking of reconnection of the supply cannot be labelled enforcement of an illegal act.*

8. *The court also erred in finding that the disconnection of the supply occurred in a lawful and procedurally fair manner. Another court would have come to the aid of the applicants and would set aside the respondents' decisions.*

9. *The court accordingly erred in finding that the municipality was not exercising a public power when effecting the disconnection of the supply and such termination was consequent a lawful instruction. On the given facts, the disconnection was subsequent an unlawful instruction and fell to be set aside.*

10. *Another significant factor worthy of consideration is the fact that there is a compelling reason for the hearing of the appeal. This in light of the fact that;*

    10.1 *the applicants had electricity and water disconnected from Windsor Hotel (the premises).*

    10.2 *additional to approaching the court for an order for reconnection of the electricity supply, the applicants sought reconnection of the water supply contending that as users and consumers of the supply they had rights recognizable in law.*

    10.3 *appreciating that users and consumers of the water supply have rights recognizable in law, this Division held that the water supply was provided for the benefit of the occupiers of the premises and as such the applicants have a prima facie right to the supply*[1]*.*

    10.4 *faced with an identical issue (namely whether or not the occupiers had rights to electricity that were adversely affected), this court found that the applicants had no rights and refused the relief.*

9.5 *there are accordingly conflicting judgments on the issue of whether the occupiers of the premises have rights to the supply or not.*

10. *There are accordingly, reasonable prospects of success on the said grounds and accordingly sufficient reason for the grant of leave to appeal.*(sic)

Legal Principle

[2] An application for leave to appeal is governed by Section 17(1) of the Superior Court Act which provides as follows:

"(1) Leave to appeal may only be given where the judge or judges concerned are of the opinion that—

(a) (i) the appeal would have a reasonable prospect of success; or

> *(ii) there is some other compelling reason why the appeal should be heard, including conflicting judgments on the matter under consideration;*
>
> *(b) the decision sought on appeal does not fall within the ambit of section 16(2)(a); and*
>
> *(c) where the decision sought to be appealed does not dispose of all the issues in the case, the appeal would lead to a just and prompt resolution of the real issues between the parties."*

[3] In *Smith*[1] Plasket AJA (as he then was) held that:

> *"7. What the test of reasonable prospects of success postulates is a dispassionate decision, based on the facts and the law, that a court of appeal could reasonably arrive at a conclusion different to that of the trial court. In order to succeed, therefore, the appellant must convince this court on proper grounds that he has prospects of success on appeal and that those prospects are not remote but have a realistic chance of succeeding. More is required to be established than that there is a mere possibility of success, that the case is arguable on appeal or that the case cannot be categorised as hopeless. There must, in other words, be a sound, rational basis for the conclusion that there are prospects of success on appeal."*[2]

[4] These sentiments were shared by Schippers AJA (as he then was) in *Mkhitha*[3] where the following was said:

> *"17. An applicant for leave to appeal must convince the court on proper grounds that there is a reasonable prospect or realistic chance of success on appeal. A mere possibility of success, an arguable case or one that is not hopeless, is not enough. There must be a sound, rational basis to conclude that there is a reasonable prospect of success on appeal."*

[5] Ramakatsa [4] Dlodlo JA observed the following:

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1 ***Smith v S*** 2012 (1) SACR 567 (SCA) Para 7.
2 ***S v Mabena & Another*** 2007 (1) SACR 482 (SCA) Para 22.
3 ***MEC for Health, Eastern Cape v Mkhitha and another*** (1225) [2016] ZASCA 176 (25 November 2016) Para 17.

[10] Turning the focus to the relevant provisions of the Superior Courts Act (the SC Act), leave to appeal may only be granted where the judges concerned are of the opinion that the appeal would have a reasonable prospect of success or there are compelling reasons which exist why the appeal should be heard such as the interests of justice. This Court in Caratco, concerning the provisions of s 17(1)(a)(ii) of (the SC Act) pointed out that if the court is unpersuaded that there are prospects of success, it must still enquire into whether there is a compelling reason to entertain the appeal. Compelling reason would of course include an important question of law or a discreet issue of public importance that will have an effect on future disputes. However, this Court correctly added that 'but here too the merits remain vitally important and are often decisive'. I am mindful of the decisions at high court level debating whether the use of the word 'would' as opposed to 'could' possibly means that the threshold for granting the appeal has been raised. If a reasonable prospect of success is established, leave to appeal should be granted. Similarly, if there are some other compelling reasons why the appeal should be heard, leave to appeal should be granted. The test of reasonable prospects of success postulates a dispassionate decision based on the facts and the law that a court of appeal could reasonably arrive at a conclusion different to that of the trial court. In other words, the appellants in this matter need to convince this Court on proper grounds that they have prospects of success on appeal. Those prospects of success must not be remote, but there must exist a reasonable chance of succeeding. A sound rational basis for the conclusion that there are prospects of success must be shown to exist.

[6] During argument of the application for leave to appeal the focus was on the nature of the rights the applicants have to the supply of the electricity. Mr Matoti's argument focused on the constitutional as well as statutory duties of the Municipality to provide services like

[4] ***Ramakatsa and Others v African National Congress and Another*** (724/2021)[2021] ZASCA31 (31March 2021) Para 10.

electricity to the communities[5] in its jurisdictions. Electricity reticulation is listed in Part B of Schedule 4.

[7] Of importance section 156 (2) of the Constitution provides thus:

> *"2 A municipality may make and administer by- laws for the effective administration of the matters which it has the right to administer."*

This section empowers the Municipality to make by-laws regulating the supply and administration of basic services like the electricity. Indeed, the Municipality published the relevant by-laws on 24th December 2010[6] in terms of section 162 of the constitution.

[8] Section 2 of the by-laws aforesaid caters for the supply of electricity within its areas of jurisdiction with the exception of those areas where electricity is supplied by Eskom. Section 3 thereof provides for processing of requests for electricity supply as follows:

> *"Applications for the supply of electricity must be processed subject to the relevant policies and/or bylaws of the Municipality relating to customer care and the supply must be made available within the periods stipulated in NRS 047"*

[9] It is also important for purposes hereof to refer to section 24 of the bylaws which provides thus:

> *" 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*

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[5] Section 156(1) of the Constitution provides that a Municipality has executive authority in respect of, and has the right to administer-
(a) local government matters listed in Part B of Schedule 4 and Part B of Schedule 5; and
(b) any other matter assigned to it by national or provincial legislation.

[6] Provincial Gazette Extraordinary, 24 December 2010, No 2489, Local Authority Notice 138.

intended discontinuance to the municipality, failing which he remains liable for all payments done in terms of the tariff for the supply of electricity until the expiration of two full working days after such notice has been given."

[10] It is common cause that on 03rd December 2024 the ECDC penned a four days' written notice to the Municipality indicating its intention to discontinue using the electricity supply, and such notice was in terms of section 24 of the electricity by-laws. The effect of this notice was to terminate the agreement between the parties in terms of which the electricity was supplied by the Municipality to the ECDC properties including the one in question. It is therefore not clear from the papers and from the argument why the ECDC's letter of termination of the electricity supply to its property forming the subject matter of these proceedings is sought to be held unlawfully. The applicants are unclear as to why they seek to impugn the notice/ letter penned by the ECDC to the Municipality as it was a legal notice in terms of section 24 of the Municipality's electricity by-laws. It is not in dispute that it is the Municipality who terminated the electricity supply to the property in question. No case is made out against the ECDC.

[11] Consistent with the Municipality's version that the applicants should have approached the Municipality for an agreement to be supplied with the electricity, section 25(1) of the electricity by-laws provides:

"2 Any person taking over occupation of the premises who wants to continue using the electricity supply must, within ten working days of taking the occupation thereof, apply in accordance with the provisions of the by-law or policy relating to customer care."

[12] It is not gainsaid that the municipality is not in physical occupation of the premises in question. It is also a common cause that the applicants are in occupation of the premises, hence they regard themselves as customers, occupiers, and consumers of the electricity supply. It is also not in dispute that the applicants did not apply to the Municipality in terms of the relevant provision of the credit control and debt collection policy[7] on the one hand and electricity by-laws[8] on the other .

[13] The most compelling and instructive provision of the electricity by-laws is section 25(3) which incisively provides that:

> "*3 unless the application contemplated in subsection 2 is made, the municipality must disconnect the supply of electricity and the person taking over occupation of the premises is liable to the municipality for the electricity supply from the date of occupation until such time as the supply is so disconnected.*

[14] Conjunctive and cumulative reading of the electricity by-laws and credit control and debt collection policy conduce to an interpretation that a consumer may only have a right to the electricity supply by the Municipality if an agreement to that effect is entered into between the consumer and the Municipality. In Casu, no such agreement was entered into between the applicants and the Municipality. The important question is whether the applicants, prior to the termination of electricity supply to the premises, had substantive rights to the electricity supply. The answer is in the negative.

[15] Whilst it is correct that the Municipality is constitutionally enjoined to provide basic services to the communities within their jurisdiction, it

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[7] Para 23 and 24 of the main judgment.

[8] Section 3 and 25(2) of the Municipality's Electricity by-laws.

remains a constitutional and or statutory obligation for the members of the communities to discharge their statutory responsibilities to create and/ or access rights. It proves true on the facts of this case that, for a right to be effectively accessed there is a corresponding obligation to be discharged. Some rights are not readily available to be exercised; they are subject or contigent upon the discharge of some responsibilities by their subjects. In Casu, applicants' rights to the supply of electricity was subject and contigent upon them making an application to the Municipality and complying with section 9 and 10 of the credit control and debt collection policy of the Municipality, which the applicants did not do. For as long as the applicants refused, neglected or failed to make the necessary applications and payments, they were not entitled to the electricity supply. Therefore, they had no right that was susceptible to be adversely affected[9] by the termination of electricity supply. I therefore do not agree with Mr Matoti that the applicants had a right to the electricity supply enforceable against the Municipality. For them to have a right to the electricity supply enforceable against the Municipality, they were enjoined to make the necessary applications and payments, which they did not make. The application for the electricity supply is a *sine qua non* and an indispensable requirement for the existence of an enforceable right to the electricity supply. It is a precondition without which the electricity cannot be supplied and extended to the prospective consumer.

[16] However, Mr Matoti did not despair. He strongly contended that the applicants were entitled to be given notices prior to the termination of the electricity supply. He further submitted that they were entitled to be given an opportunity to make representations regarding the proposed

[9] Section 3(1) of PAJA provides: (1) administrative action which materially and adversely affects the rights or legitimate expectations of any person must be procedurally fair.

termination of the electricity supply. He then concluded that those procedural rights were never afforded to the applicants. He relied for this proposition on section 3(2) of PAJA, which applies only if there are substantive rights to be adversely affected. In this case there were none demonstrated. Existence of substantive rights to be adversely affected is a precondition for the notice to be given to the bearer of the rights. If a person does not have a right to be adversely affected, he/she is not entitled to notice in terms of section 3(2) of PAJA. Section 3(1) and 3(2) of PAJA must be read together to mean that a notice is only available when rights to be materially and adversely affected do exist[10].

[17] However, Mr Matoti sought to persuade the court and strongly submitted that the occupiers of the immovable property, even though when they were occupying the property they had no right, over time they accrued some rights. The longer they stayed in the property the more they gathered and accrued some rights. No authority was provided for that proposition.

[18] Mr Matoti, in developing his argument, relied on the definition of the *consume*r as set out in the electricity by-laws. Municipality by-laws defines the *consumer* in relation to the premises to mean-

> *"(a) any occupier thereof or any other person with whom the Municipality has contracted to supply or is actually supplying electricity thereat;*
>
> *(b) If such premises are not occupied, any person who has a valid existing agreement with the Municipality for the supply of electricity to such premises; or*
>
> *(c) If there is no such person or occupier, the owner of the premises."*

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[10] In addition to section 3(1), section 3(2)(b) provides:

> "*(b) In order to give effect to the right to procedurally fair administrative action, an administrator, subject to subsection (4), must give a person referred to in subsection (l)—*
>
> *(i) adequate notice of the nature and purpose of the proposed administrative action;*
>
> *(ii) a reasonable opportunity to make representation...."*

It merges from this definition that the consumer is an *occupier* of the premises.

[19] Credit control and debt collection policy defines the *occupier* to mean:

> "*the person who controls and resides on or controls and otherwise uses immovable property, provided that-*
>
> > *(a) the husband or wife of the owner of immovable property which is at any time used by such owner and husband or wife as a dwelling shall be deemed to be the occupier thereof;*
> >
> > *(b) where a husband and wife both reside on immovable property and one of them is an occupier thereof; the other shall also be deemed to be an occupier thereof."*

It also arises from this definition that an occupier is the one who *inter alia* controls the immovable property. There is no allegation that the applicants are in control or they control the immovable property in question.

[20] Mr Matoti submitted that the definition of consumer and occupier do not exclude an unlawful occupier or consumer as the definitions do not say anything about unlawful occupier and consumer. Municipality electricity by-laws defines the occupier in relation to the premises to mean:

> *"(a) Any person in actual occupation of such premises;*
>
> *(b) Any person legally entitled to occupy such person…"*

An interpretation that does not lead to absurdity is that the definition in (b) qualifies the one in (a). Legal occupation is a necessary precondition for an occupation. Interpretation maxim "*Expressio unius est exclusio alterius*" should apply. Express mention of the word *legally* in (b) of the definition is an exclusion of the opposite. It is doubtful that the law would legitimise an unlawful act and create some rights around unlawful occupation or activities. That would be against a fundamental principle of our law that courts should not lend its aid to the enforcement of an illegal act.[11] Nothing sheds light in the papers about the source of applicants' occupation of the property. Nothing suggests that they lawfully occupy the property and or that their occupation attracts some rights.

[21] Against applicants' assertion that they were not given notice and that an opportunity to make representations was not afforded to them, the Municipality avers as follows:

> *" 18. Before the disconnection, in January 2025 affected parties were informed that the third respondent had terminated the agreement for the supply of electricity to the property and that a new agreement for the supply of electricity to the property would be concluded with an interested party in accordance with the provisions of the policy and the by-law. And that any interested party in this regard would have to approach the Municipality at its premises in Munitata Building, Mthatha on any day from Monday to Friday, between 25th January and 10th February 2025 between 09h00 and 15h00. Nothing of this nature happened" (sic).*

Applicants, as affected parties, were advised of the termination of agreement between the Municipality and the ECDC and its consequences. They were further invited in the offices of the Municipality to enter into a contractual arrangement in terms of which the electricity would be provided and be paid for. It is plain herefrom that the applicants as part of the affected parties were given notice. They did not grab the opportunity to make representation notwithstanding that invitation was extended for them to visit Municipal offices.

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[11] ***Cool Ideas 1186 CC v Hubbard and another*** 2014 (4) SA 474 (CC) Para 77; ***Schierhout v Minister of Justice*** 1926 AD 99 at 109.

[22] The Municipality made these allegations in full understanding of the provisions of section 19(2) of credit control and debt collection policy of the Municipality which provided as follows:

> *"**19 Disconnection or Discontinuation of Supply***
>
> *(2) The Municipality must permit the customer to make representations prior to the disconnection or discontinuation of the supply of electricity, unless-*
>
> *(a) other users will be prejudice*
>
> *(b) there is an emergency situation, or*
>
> *(c) the customer has interfered with a limited, disconnected or discontinued electricity supply*."

A customer is defined in the policy to mean-

> *"the occupier of any premises to which the Municipality has agreed to supply or is actually supplying municipal services, or If no occupier can be identified or located, then the owner of the premises and includes any debtor of the Municipality."*

The Municipality was supplying electricity to the premises when the applicants were occupying them.

[23] However, the turning point is reached when the provision of section 19(3) of the Credit Control and Debt Collection Policy are taken into account, which provides thus:

> *"3. If the customer fails to pay any account within a period of fourteen (14) days after expiry of the due date, then-*
>
> *(a) without further notice, the Municipality may disconnect or discontinue the supply of electricity to the immovable property in question..."* (my emphasis)

It is not in dispute that the applicants did not enter into a contractual arrangement with the Municipality in terms of which the electricity would continue to be supplied and that payment arrangement therefore would be concluded. No undertaking by the applicants was made to pay the Municipal accounts. It means that, from the fourth day after the letter or notice of termination of electricity supply to the premises dated 03rd December 2024 to the date of termination of electricity supply on 05th May 2025, Municipal account was not paid by the applicants. It is clear from the termination notice that the ECDC was not liable beyond the fourth day of the notice. During the hearing of the matter, Mr Matoti was unable to answer the questions about who is or would be responsible for the payment of municipal services, including electricity supply.

[24] It is common cause that Mrs Lunika and Vikilahle of the Municipality advised the applicants' delegation, including Mr Potwana on 13th May 2025 that the property concerned owes an account in respect of rates[12] in the amount of **R1 968 988-25** and they were, according to the applicants, advised to pay the Municipality amount of **R 139 774.00** for the electricity supply to be reconnected. That did not happen. That simply means that the customer failed to pay an account. Section 19(3) of the Policy provides that customers' failure to pay <u>any account</u> will result in the disconnection or discontinuation of the electricity supply <u>without further notice.</u> Section 9 (5) of the Policy pertinently provides that:

> *"5. All accounts are payable as above, regardless of the fact that the customer has not received the account, the onus being on the customer to obtain a copy of the account before the due date*."

In the light of the fact that there was an account owing in respect of the property in question, the applicants were not entitled to further notice. They were equally not entitled to the electricity supply.

[25] In any event it is Municipality's case that on January 2025, prior to the disconnection or discontinuation of the electricity supply, the affected

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[12] Section 9 and 10 of the Credit Control and debt collection policy; main judgment para 26.

parties, including the applicants were informed of the terminated agreement between the Municipality and the ECDC and were further invited in the Municipality's offices between 25th January 2025 to 10 February 2025, between 09h00 and 15h00 and they did not honour that invitation. They sent their delegation after the termination of the electricity supply into the property[13]. It is alleged on behalf of the Municipality that Siyabulela Nkwampa attended at the premises on 25 January 2025 to inform the occupants thereof of the termination of the agreement for electricity supply and further invited the interested parties to approach the Municipality to enter into a new agreement for a continued, uninterrupted supply of electricity to the property. Mr Nkwampa allegedly left notices and also posted them on both pillars of the main entrance or on either side of the entrance to the main building and also on the walls of the property along Sutherland Street[14].

[26] In the amalgam of all this I find that there are not reasonable prospects of success on the appeal and that there is no court that might come to a different conclusion. There are no compelling reasons for this application to be granted, or that this matter to be heard on appeal.

[27] In the result I make the following order:

1. Application for leave to appeal is dismissed with costs.

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A.S ZONO

JUDGE OF THE HIGH COURT (ACTING)

<u>APPEARANCES:</u>

[13] ***Plascon Evans Paints Ltd v Van Riebeeck Paints (Pty) Ltd*** 1984 (3) SA 623-5.

[14] Main Judgment Para 28.

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Matter heard on	**:**	**20 April 2026**
Delivered on	**:**	**07 May 2026**