IN THE HIGH COURT OF SOUTH AFRICA

(GAUTENG DIVISION, PRETORIA)

DELETE WHICHEVER IS NOT APPLICABLE
(1) REPORTABLE: ~~YES~~/**NO**
(2) OF INTEREST TO OTHER JUDGES: ~~YES~~/**NO**
(3) REVISED
DATE: **18 May 2026**
SIGNATURE:. [redacted]

Case No. 2026-089786

In the matter between:

AFRIMAT IRON ORE (PROPRIETARY) LTD **APPLICANT**

And

MINISTER OF MINERAL AND PETROLEUM RESOURCES **FIRST RESPONDENT**

DIRECTOR-GENERAL: DEPARTMENT OF PETROLEUM AND MINERAL RESOURCES **SECOND RESPONDENT**

REGIONAL MANAGER: MINERAL REGULATION (NORTHERN CAPE), DEPARTMENT OF MINERAL AND PETROLEUM RESOURCES **THIRD RESPONDENT**

OCHRE SHIMMER TRADE AND INVEST 78 (PTY) LTD **FOURTH RESPONDENT**

LUNGILE MLOTSHWA **FIFTH RESPONDENT**

Coram: Millar J

Heard on: 13 May 2026

Delivered: 18 May 2026 - This judgment was handed down electronically by circulation to the parties' representatives by email, by being uploaded to the *CaseLines* system of the GD and by release to SAFLII. The date and time for hand-down is deemed to be 09H00 on 18 May 2026.

JUDGMENT

MILLAR J

[1] The applicant (Afrimat) is a mining company. It contracted with the fourth respondent (Ochre Shimmer) for the acquisition of a Mining Right which would enable it to continue its mining operations. The transfer of Mining Rights from one party to another is governed by the Mineral and Petroleum Resources

Development Act[1] (MPRD Act). The transfer of a Mining Right from one party to another is governed specifically by section 11 of the MPRD Act.

[2] This application concerns the interpretation of section 11(1) of the MPRD Act and specifically whether the fifth respondent (Ms. Mlotshwa) has any interest in the Mining Right which requires consideration before any consent to its transfer could be granted. Ms Mlotshwa applied at the hearing to intervene and be joined as the fifth respondent. Her application was not opposed.

[3] Afrimat presently conducts mining operations in the Northern Cape and operates *inter alia* mines at which iron ore is extracted at Demaneng, Jenkins and Driehoekspan. Besides selling the iron ore locally, Afrimat also exports iron ore that is mined by it. It is not in issue that the Demaneng Mine is reaching the end of its productive life and will cease operations by the end of this year or in early 2027.

[4] During its mining operations Afrimat makes use of Transnet Railways. It has an allocation on the Iron Ore Export Corridor (IOEC). Transnet Railways make allocations to miners for the allocation of capacity which once allocated is then utilized by them to move the mined iron ore. The IOEC allocations are made for 10 years, and the latest bids were opened on 1 December 2025. The bid window in this regard was extended to 30 April 2026 and then again to 29 May 2026.

[5] It is self-evident that for mining production of iron ore on the scale that is being mined by Afrimat, that the only viable method of transporting the mined iron ore is by rail. Afrimat currently has an allocation of 870 000 tones which expires at the end of March 2027. To apply for the same allocation (or an increased allocation), it is necessary for Afrimat to demonstrate that it can meet that capacity (or the increased capacity).

---

1 28 of 2002.

[6] The application for the IOEC allocation specifically requires that Afrimat, in making its application provides:

> *"a certified copy of a valid and current Mining Right issued by the Department of Mineral and Petroleum Resources ("DMRE") which Mining Right must relate to Iron Ore reserves located in the Northern Cape."* [2]

[7] With the Demaneng Mine reaching the end of its life, the right currently held by Afrimat in respect of that mine is of no assistance to it in its application for capacity on the IOEC.

[8] It is not in issue that Afrimat and Ochre Shimmer have concluded an agreement for the transfer of Ochre Shimmer's mining right (the Mining Right) for iron ore over the Farm Doornfontein No 446 in the District of Hay which is in the Northern Cape.

[9] This Mining Right was granted in terms of section 23(1) of the MPRD Act and commenced on 24 March 2021 and will continue for a period of 11 years ending on 23 March 2032.

[10] The Mining Right is subject to sections 2(d) and 2(f) of the MPRD Act. These sections provide that the objects of the Act are *inter alia* to:

> *"(d) substantially and meaningfully expand opportunities for historically disadvantaged persons, including women and communities, to enter into and actively participate in the mineral and petroleum industries and to*

[2] It was asserted by the deponent to Afrimat's founding papers that this condition was imposed in a confidential invitation to tender. The document did not form part of the papers before the Court but none of the respondents and in particular the fifth respondent placed the imposition of this as a pre-condition to the application for IOEC capacity in issue.

benefit from the exploitation of the nation's mineral and petroleum resources."

And

(f) *promote employment and advance the social and economic welfare of all South Africans."*

[11] When the Mining Right was granted to Ochre Shimmer, regarding sections 2(d) and s 2(f) of the MPRD Act, an agreement entered on 20 May 2013 between TM Makhato, PL Motsamai and the late BN Mhlanga was considered. In terms of that agreement, the relative shareholding between the three was 33%, 33% and 34% respectively. It is the 34% held by the late BN Mhlanga which is now in issue.

[12] The agreement for the sale of the Mining Right between Afrimat and Ochre Shimmer was concluded on 30 May 2025. For the transfer of the Mining Right pursuant to that sale to be effected, section 11(1) of the MPRD Act requires the consent of the first respondent. The section provides:

"(1) *A prospecting right or mining right or an interest in any such right, or a controlling interest in a company or close corporation, may not be ceded, transferred, let, sub-let, assigned, alienated or otherwise disposed of without the written consent of the Minister, except in the case of change of controlling interest in listed companies."*

[13] Additionally, once that consent has been sought, section 11(2) provides that:

"(2) The consent referred to in subsection (1) must be granted if the cessionary, transferee, lessee, sublessee, assignee or the person to whom the right will be alienated or disposed of –

(a) is capable of carrying out and complying with the obligations and the terms and conditions of the right in question; and

(b) satisfies the requirements contemplated in sections 17 or 23 as the case may be."

[14] It is not in issue in the present proceedings that Afrimat applied to the Minister for consent for transfer from Ochre Shimmer to itself on 30 June 2025 or that it is compliant with the provisions of sections 11(2)(a) and (b).

[15] What is in issue is whether Ms Mlotshwa has any interest in the Mining Right which prevents the granting of consent in terms of section 11(1) and transfer in terms of section 11(2)?

[16] Nine months have passed since the application was made for consent by Afrimat and to make its application in terms of the IOEC timeously, consent to and transfer of the Mining Right must take place before it can submit its application on 29 May 2026. The urgency in this case is not in issue between the parties. All those who appeared agree it is urgent – Afrimat because of the time constraints it faces and inevitable commercial harm if it is unsuccessful and Ms Mlotshwa because whether her consent is required or not, may influence whether the underlying sale of the Mining Right is valid or not.

[17] The circumstances under which Ms Mlotshwa asserts that she does have an interest arise out of her marriage in community of property to the late Mr. BN Mhlangu. When Mr. Mhlangu passed away on 7 September 2017, Ms Mlotshwa

(by operation of law) held an undivided half share in the community estate. Accordingly, insofar as his shares in Ochre Shimmer were concerned, on his death, she acquired 17% of the shares and was entitled to claim transfer of those into her name directly. She also entered into an agreement with the estate and acquired the remaining 17% of the shares in Ochre Shimmer totaling the 34%.

[18] Thereafter, Ms Mlotshwa entered into separate agreements with Mr. Makhato and Mr. Motsamai in terms of which she sold her 34% to them. The agreements for the sale of the shares were concluded between the period 8 May 2024 and 10 October 2024. The closing date for the agreement and thus the effective date for the transfer of the shares was 31 October 2024.

[19] Nothing further appears to have transpired after 31 October 2024 until 10 February 2026 when Mr. Makhato contacted Ms. Mlotshwa to meet. When she met him on 23 February 2026, he furnished her with a document which he requested that she sign. The document was dated 20 February 2026 and was addressed to the Department of Mineral and Petroleum Resources. It had already been signed by Mr. Makhato and Mr. Motsamai. Besides setting out the historical shareholding, it then set out the circumstances under which the shares of the late BN Mahlangu were acquired and then went on to request that:

> *"The Company hereby applies for consent from the Minister of Mineral and Petroleum Resources for the transfer of the 34% of the shares in Ochre Shimmer Trade and Invest (Pty) Ltd to Mr. Tommy Makhato (25,5%) and Mr. Motsamai (8,8%), in terms of Section 11(1) of the MPRDA."*

[20] This approach, piqued Ms Mlotshwa's interest. She refused to sign. This set in motion the events that have led to the present application. Ms Mlotshwa subsequently ascertained that on 10 February 2026, 2 weeks before, the third respondent (The Regional Manager for the Northern Cape) had issued a notice

in terms of section 93(1)(b)(i) of the MPRD Act[3] in which a query had been raised regarding the transfer of shares within Ochre Shimmer. The notice incorrectly referred to restructuring relating to the "transfer of majority shares" and referred variously to the transfer of shares from the estate of the late Mr. BN Mhlanga to Ms Mlotshwa and then from her to Mr. Makhato and Mr. Motsamai. The reason the notice provoked the response that it did by Mr. Makhato was because it indicated that a failure to comply may result in a suspension of the Right.

[21] Subsequently, upon discovering that Ochre Shimmer had sold the Mining Right to Afrimat on 30 May 2025 (some 7 months later), Ms Mlotshwa objected to the transfer of the Mining Right from Ochre Shimmer to Afrimat on the basis that since she had held an interest in the Mining Right and the transfer of her interest had not been approved by the Minister, the transfer was *void ab inito*.

[22] The thesis advanced on her behalf was that if the transfer of her interest had not been approved by the Minister, she still held her interest and was then entitled to participate (presumably) in the transaction with Afrimat. It was for this reason that on 6 March 2026, her attorney addressed letters to Mr. Motsamai and Mr. Makhato purporting to cancel the sale of shares agreement and tendering return of what had been paid.

[23] The interpretation advanced on behalf of Ms Mlotshwa of section 11(1) was that she had a "interest" in the Mining Right. The Mining Right was however, held by Ochre Shimmer and subject to the shareholding of Ochre Shimmer specified in it. None of the individuals referred to in the Mining Right in respect of Ochre Shimmer's compliance with sections 2(d) and (f) of the MPRD Act, held any

[3] The section permits the issue of orders of rectification in respect of noncompliance with any provision of the MPRD Act or in respect of any conditions in respect of a mining right is held.

interest in the Mining Right itself. Any interest that they held was qua shareholder of Ochre Shimmer.

[24] The Mining Right was not held in the name of any private individual and it is for this reason that the argument advanced on behalf of Ms Mlotshwa must fail. Any rights that could be exercised could only be exercised qua shareholder.

[25] The Mining Right was an asset in Ochre Shimmer. In terms of section 11(1), since Ms Mlotshwa did not hold a controlling interest, because Mr. Makhato and Mr. Motsamai together (even before the transfer of her shares) owned 66% of the shares and therefore controlled Ochre Shimmer, it cannot be said that any controlling interest had been disposed of in Ochre Shimmer in respect of the sale of any of the shares of Ms Mlotshwa. After the sales of the shares, Mr. Makhato now held 68.5% and Mr. Motsamai 41.5%. At no time was Ms Mlotshwa's shareholding a majority that on its own could command control of Ochre Shimmer.

[26] In *Mogale Alloys (Pty) Ltd v Nuco Chrome Bophuthatswana (Pty) Ltd and Others*,[4] a case in which the Mining Right was also not registered in the name of private individuals but in the name of a company, it was held:

> *"[37] The 'interest' must be one that controls the company (or close corporation). From a review of the sources referred to above it is apparent that the term 'controlling interest' cannot be confined to a single characteristic or criterion. It could mean, in the case of a company, more than 50% of the issued share capital of the company, or more than half of the voting rights in respect of the issued shares of the company, or the power to either directly or indirectly appoint, remove or veto the appointment of the majority of the directors of the company without the concurrence of another. This list is not intended to be exhaustive, but it*

[4] 2011 (6) SA 96 (GSJ) at paras [37] and [38].

certainly includes the right of a shareholder (even if notionally) to more than half of the company's profits or assets. I say this for the following reasons. The ultimate purpose of s 11 is to regulate the prospecting or mining right that was granted. Section 11(2) makes it clear that one of the main purposes is for vetting the intended acquirer of that right. The majority shareholder, notionally at least, would be entitled by his majority shareholding to, inter alia, half the company's assets, which includes the prospecting right. Thus, the acquirer or intended acquirer, of such a controlling interest in the company would have to be vetted for regulatory purposes. [My underlining].

And

[38] As I mentioned earlier, <u>disposal of the 'controlling interest' is what is being regulated. What has to be determined is whether the interest was a 'controlling interest', at least, at the time of the proposed disposal</u>. If a majority shareholder intends to dispose of his entire shareholding to another or others, the Minister's consent would clearly be required. If the majority shareholder, with the controlling interest, intends to dispose only of a portion of his interest and the disposal will not result in a change of control, i.e the shareholder will retain the controlling interest, then the disposal would, in my view, not require the Minister's consent. If, however, the effect of the disposal would be that the holder of the controlling interest would lose such control, then the disposal would require the Minister's consent, <u>even if no-one else acquires that controlling interest.</u>" [My underlining].

[27] In the present instance, while Ms Mlotshwa may have been the majority shareholder because she held 1% more than either Mr. Makhato or Mr. Motsamai, she did not hold a sufficient shareholding for it to constitute a "controlling interest". Any two of the three shareholders in Ochre Shimmer acting in concert at any given time, would constitute a controlling interest. Since two of the three original shareholders who between them held a "controlling interest"

and held control of Ochre Shimmer, it cannot be said that the disposal of Ms Mlotshwa of her shares, although the shares she held were more than the other two individually, constituted a "controlling interest".

[28] In *Vantage Goldfields SA (Pty) Ltd and Another v Arqomanzi (Pty) Ltd and Others,*[5] the Supreme Court of Appeal endorsed the view expressed in Mogale Alloys and held:

> *"Mogale Alloys further held that where the effect of the alienation or disposal would be that the holder of the controlling interest would lose such control, then the alienation or disposal would require ministerial consent, even if no-one else acquires that controlling interest."* [My underlining].

[29] Put simply, the Minister's consent was not required for the transfer of the shares from Ms Mlotshwa to Mr. Makhato and Mr. Motsamai because on her own, Ms Mlotshwa had no controlling interest. Her 34% could only ever constitute part of a "controlling interest" when exercised in concert with one or the other of the shareholders.

[30] Since section 11(1) does not relate to the acquisition of a controlling interest (which is what occurred when Mr. Makhato purchased her shares) but rather to the disposal of a controlling interest, a Ministerial consent was not required for the transfer of the shares from Ms Mlotshwa to Mr. Makhato or Mr. Motsamai.

[31] The transactions relating to the transfer of those shares are valid *inter partes* (at least *prima facie)* for purposes of these proceedings. In this regard, the notice issued by the Regional Manager in terms of section 93(1)(b)(i) also misconstrued the true position with regards to whether Ministerial consent was required for the

[5] 2023 JDR 2275 (SCA) at para [49].

transfer of the shares from the estate to Ms Mlotshwa or from Ms Mlotshwa to Mr. Makhato and Mr. Motsamai.

[32] While it may be that the Ministerial consent was not required for the transfer of Ms Mlotshwa's shares and the Regional Director was mistaken in addressing the section 93(1)(b) notice, the consequences of doing so, ultimately brought to the attention of Ms Mlotshwa, the fact that Ochre Shimmer had disposed of its interest in the Mining Right to Afrimat. It is not an issue that this Court must decide whether the transaction was contemplated or for that matter underway at the time that the sale of Ms Mlotshwa's shares in Ochre Shimmer were negotiated but it is certainly provides a context for why Ms Mlotshwa has chosen to intervene in these proceedings.

[33] Having found that no Ministerial consent is required for the transfer of the shares of Ms Mlotshwa in Ochre Shimmer to Mr. Makhato and Mr. Motsamai, what is left is the order sought by Afrimat.

[34] The failure of the Minister to take a decision in terms of section 11(1) and section 11(2) of the application submitted by Afrimat on 30 June 2025 is reviewable under section 6(2)(g) read with section 6(3) of the Promotion of Administrative Justice Act[6] (PAJA). It was argued that the failure of the Minister to take a decision was in terms of section 1(a)(ii)[7] of PAJA administrative action. Furthermore, Afrimat only has recourse in terms of PAJA because the internal remedies provided for in section 96[8] of the MPRD Act are only of application when a decision has been taken. In the present matter, no decision has been taken.

---

6 3 of 2000.

7 *"any decision taken, or any failure to take a decision".*

8 *"(1) Any person whose rights or legitimate expectations have been materially and adversely affected or who is aggrieved by any administrative decision in terms of this Act may appeal within 30 days becoming [sic] aware of such administrative decision in the prescribed manner."*

[35] In this case, the Minister has failed to take a decision in terms of the MPRD Act. The failure to take a decision is reviewable in terms of section 6(2)(g), read with section 6(3), of the PAJA. Section 6(2)(g) provides that:

> *"6 Judicial review of administrative action*
>
> *...*
>
> *(2) A court or tribunal has the power to judicially review an administrative action if –*
>
> *...*
>
> *(g) the action concerned consists of a failure to take a decision"*

[36] Section 6(3)(a) provides:

> *"If any person relies on the ground of review referred to in subsection 2(g), he or she may in respect of a failure to take a decision, where-*
>
> *(i) an administrator has a duty to take a decision;*
>
> *(ii) there is no law that prescribes a period within which the administrator is required to take that decision, and*
>
> *(iii) the administrator has failed to take that decision,*
>
> *institute proceedings in a court or tribunal for judicial review of the failure to take the decision on the ground that there has been unreasonable delay in taking the decision."*

[37] In deciding whether a delay is unreasonable, in *Vumazonke v MEC for Social Development, Eastern Cape, and Three Similar Cases*,[9] it was held:

> *"When consideration is given to this fact, the nature of the discretion to be exercised, the limited amount of information upon which the decisions would be based and the fact that most of the information is contained in the applications themselves, any delay beyond three months is unreasonable in the absence of special circumstances."*

[38] While Ms Mlotshwa (and for that matter the Regional Director) may well have been mistaken regarding whether Ministerial consent was required for the transfer of her shares, the failure on the part of the Minister to take a decision, one way or another, for a period of some 9 months is what precipitated the present application.

[39] The urgency is self-evident in view of the impending closure of the window within which Afrimat must make application for its allocation on the IOEC. Having secured 3 extensions of time, it is unlikely that any further extensions will be granted given that it is not only Afrimat that is bidding for an allocation on the IOEC but also other parties.

[40] It was argued that Afrimat faces the current situation because of the conduct of third parties and through no fault of its own. There is no other alternative open to it other than to seek the orders that it does and an order that this Court order the Minister to consent to the transfer of the Mining Right together with consequential relief.

[41] Since time is of the essence, in direct consequence of the failure on the part of the Minister to make a decision, it was argued for Afrimat that it would be just and

[9] 2005 (6) SA 229 (SE) at para [39].

equitable for this Court to order the consent to the transfer of the Mining Right and the execution of the notarial deed of cession which effects it within truncated time periods so as to ensure that it is able to meet the time lines for the submission of its bid for IOEC allocation.

[42] Besides the obvious commercial interest that Afrimat has in the matter, there are other perhaps equally compelling reasons why it would be just and equitable in terms of section 8(1)(g) of PAJA to making such an order. These include the following facts:

[42.1] Afrimat's iron ore operations currently employ approximately 175 permanent employees and 930 contractors – a total of over 1 100 people. This self-evidently means that at least 1 100 families are dependent upon Afrimat for their livelihoods. Afrimat is by any accounts an employer of significance within the Northern Cape. There are approximately 500 currently employed at Demaneng Mine.

[42.2] Doornfontein, where the Mining Right in issue, is located, is sufficiently close to Demaneng that it will preserve the employment of the 500 employees at Demaneng when it closes and will also then, it is expected, add approximately 150 new employment opportunities for contractors and local services providers.

[42.3] Any interruption to or interference with Afrimat's future operations is likely to have a serious consequence to its continued ability to employ the employees that it does and for employment in the area generally.

[43] Besides the consequences for those employed by Afrimat should the consent to the transfer and transfer of the Mining Right not occur timeously, Afrimat stands to lose a significant capital investment already made into this Mining Right. This

includes field exploration and modelling costs as well as a non-refundable deposit paid to the fourth respondent in anticipation of the commencement of mining operations.

[44] It is not in dispute in this matter that the only reason consent to the transfer of the Mining Right was not given was in consequence of a misunderstanding on the part of the second respondent on whether any consent was required for the transfer of Ms Mlotshwa's shares to Mr. Makhato and Mr. Motsamai.

[45] While ordinarily it is undesirable for a Court to step into the shoes of the decision maker, in the circumstances of this case, it is apposite and necessary to avert the unintended consequences that any further delay may have by preventing Afrimat from timeously submitting its bid for an IOEC allocation. Any further delays would leave Afrimat with no remedy. [10]

[46] In *Trencon Construction (Pty) Ltd v Industrial Development Corporation of South Africa Ltd and Another,*[11] the Court, in dealing with a just and equitable remedy in terms of section 8 of PAJA held:

> *"[90] This applies with equal force to the wide decision-making powers available to the courts under s 8(1) of PAJA. It is perspicuous that there are a wide range of options available to a court exercising its discretion under s 8(1), as it lists a number of just and equitable remedies that a court may grant. Significantly, it does not seek to confine a court to the listed remedies. It provides that a court may award any order that is just and equitable, including, but not limited to the listed remedies. It follows that any of these remedies is equally permissible . . ."*

---

[10] *Steenkamp NO v Provincial Tender Board, Eastern Cape* 2007 (3) SA 121 (CC) at para [47].
[11] 2015 (5) SA 245 (CC) at para [90].

[47] While initially the first, second and third respondents opposed the application, they subsequently withdrew the opposition and filed a notice that they would abide the decision of the Court. The order that I intend to make was foreshadowed in the original notice of motion, save in respect of time periods.

[48] Costs are a matter that are within the discretion of the Court. On consideration of the matter, I am of the view that while Ms Mlotshwa may well have been unsuccessful in having the application dismissed as she sought to do, her intervention given the circumstances was not unreasonable. This was occasioned in direct consequence of the section 93(1)(b) which represented incorrectly that her consent was required. Insofar as the second respondent may have played a role in this, once it withdrew its opposition to the application and abided the decision of the Court, it abandoned that position. Ms Mlotshwa ought to have taken her cue from this.

[49] Had it not abandoned the incorrect position that it had adopted and abided the decision of the Court, I would have considered ordering it to pay Ms Mlotshwa's costs as well but in these circumstances, it would be inappropriate to do so. Accordingly, in respect of Ms Mlotshwa's intervention application and in respect of her participation, there is no order for costs. She will not obtain any order for costs in her favour but neither will she be liable for Afrimat's costs.

[50] Afrimat for its part, the entirely innocent party in these proceedings, in any event, had to approach this Court for the order that it sought and which I intend to make. The costs will follow the result, and the second respondent is to bear Afrimat's costs which costs are to include the costs consequent upon the engagement of two counsel, one of whom is a senior counsel, on Scale C.

[51] In the circumstances, it is ordered:

[51.1] The forms and service provided for in the Uniform Rules of Court (Rules) are dispensed with and the matter is permitted to be heard as one of urgency in terms of Rule 6(12). The applicant's non-compliance with the rules is condoned.

[51.2] The intervening applicant is granted leave to intervene and joined in these proceedings as the fifth respondent.

[51.3] The failure by the second respondent (being the official with delegated authority from the first respondent) to take a decision in accordance with section 11(2) of the Mineral and Petroleum Resources Development Act, 2002, (MPRDA), to grant consent for the transfer of a mining right with reference number NC30/5/1/2/2/10107 MR. (Mining Right) from the fourth respondent to the applicant (Consent), pursuant to the application in terms of section 11 of the MPRDA lodged by the fourth respondent with the first to third respondents under reference number NC-00160-MR/11, is reviewed in terms of section 6(2)(g) read with section 6(3) of the Promotion of Administrative Justice Act, 2000 (PAJA), and set aside in terms of section 8(1)(c) of PAJA.

[51.4] The second respondent, alternatively the first respondent, is directed to grant the Consent in accordance with section 11(2) of the MPRDA, and to provide the applicant with written confirmation of that decision by no later than 20 May 2026.

[51.5] The second respondent, or a duly authorised official from the second respondent's office, is directed to appear, to the extent necessary, before a Notary Public by no later than 22 May 2026 for purposes of the execution of a Notarial Deed of Cession in respect of the Mining Right.

[51.6] The second respondent is directed to pay the applicant's costs of the application which costs are to include the costs of two counsel (one of whom is senior counsel), on scale C.

[51.7] There is no order for costs in respect of the application for intervention or in respect of the fifth respondent.

[redacted]

A MILLAR

JUDGE OF THE HIGH COURT
GAUTENG DIVISION, PRETORIA

HEARD ON:	13 MAY 2026
JUDGMENT DELIVERED ON:	18 MAY 2026
COUNSEL FOR THE APPLICANT:	ADV. L SISILANA SC
	ADV. L CROW
INSTRUCTED BY:	DENEYS
REFERENCE:	MR. A VOS/MR. F LE ROUX
COUNSEL FOR THE FIFTH RESPONDENT:	ADV. D MPOFU SC
(INTERVENING PARTY)	ADV. T MODISE
INSTRUCTED BY:	MABUZA ATTORNEYS
REFERENCE:	MR. E MABUZA/ MS. I MNDEBELE

THE FIRST, SECOND AND THIRD RESPONDENTS FILED A NOTICE TO ABIDE THE DECISION OF THE COURT. THE FOURTH RESPONDENT DID NOT OPPOSE.