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**REPUBLIC OF SOUTH AFRICA**  
**IN THE HIGH COURT OF SOUTH AFRICA**  
**GAUTENG LOCAL DIVISION, JOHANNESBURG**

**CASE NO: 2024-112113**

DELETE WHICHEVER IS NOT APPLICABLE

(1) REPORTABLE: YES/NO

(2) OF INTEREST TO OTHERS JUDGES: YES/NO

(3) REVISED: ~~YES~~/NO

CB GARVEY AJ

4 JUNE 2026

In the matter between:

**SUSAN MARY GOSLETT N.O.**

**FIRST APPLICANT**

**BRUCE CHARLES GOSLETT N.O.**

**SECOND APPLICANT**

**JANET ANNE RUSSIN (NEE GOSLETT) N.O.**

**THIRD APPLICANT**

and

**CITY OF JOHANNESBURG METROPOLITAN MUNICIPALITY      RESPONDENT**

*This judgment is handed down by the Judge whose name is reflected herein, and is submitted electronically to the parties or their legal representatives by email. It is further uploaded to the electronic file of this matter on CaseLines. The date of hand-down is deemed to be 4 June 2026.*

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**ORDER**

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1. The respondent is directed, within 60 (sixty) days of this order, to take all measures necessary to correct municipal account number 4[...] (*“the account”*). Those measures shall include the following:

- 1.1. reversing all electricity charges raised on the account for the period 5 July 2016 to 20 May 2018;
  - 1.2. attending at [...] N[...] Avenue, Ferndale, Johannesburg (*“the property”*), taking three (3) months’ actual readings of electricity meter 1[...] (*“the new meter”*), and re-billing the Account for the period 5 July 2016 to 20 May 2018 based on an extrapolation of those actual readings over that period;
  - 1.3. reversing all electricity and water charges older than 3 years, from the date of this Court Order, which have prescribed;
  - 1.4. reversing all interest and any legal or miscellaneous fees raised on the account in respect of electricity charges that fall to be reversed under paragraphs 1.1 to 1.3 above; and
  - 1.5. furnishing the applicants with an adjusted statement of account reflecting the adjustments contemplated in paragraphs 1.1 to 1.4 above, with notes on the face of the account sufficient to enable the applicants to verify the reconciliation.
2. The respondent and any of its subsidiaries are interdicted, pending implementation of the relief in paragraph 1, from terminating or restricting, or threatening to terminate or restrict, the supply of electricity, water or services to the property in respect of the disputed arrears on the account.
  3. The respondent is ordered to pay the costs of the application on the scale as between attorney and client.

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## JUDGMENT

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**GARVEY AJ:**

### *Introduction*

- [1] The trustees of the Goslett Trust (*“the trust”*) ask the Court for a mandamus. The order would direct the City of Johannesburg Metropolitan Municipality (*“the city”*) to correct municipal account number 4[...]. The account is rendered for the property Erf 3[...] Ferndale situated at [...] N[...] Avenue, Johannesburg (*“the property”*).
- [2] The trust seeks the following relief. In short, the city must reverse all electricity charges raised between 5 July 2016 and 20 May 2018. It must then take three months’ actual readings on the replacement meter and use those readings to re-bill the affected period. It must reverse all electricity charges that have prescribed. It must reverse the related interest and fees. It must provide an adjusted statement, and it must not disconnect electricity while the dispute is being resolved. The trust seeks costs on the attorney-and-client scale.

### *The parties*

- [3] The applicants are the trustees of the Goslett Trust (IT221/86) which is the owner of the property. The trustees are duly authorised to bring this application.
- [4] The first respondent is the City of Johannesburg Metropolitan Municipality.

### *Background facts*

- [5] The facts are largely common cause. Where they are denied, they are denied baldly. They can be stated shortly.
- [6] From 2009 to July 2016 the property was served by three electricity meters. Their numbers were #3[...], #3[...] and #3[...]. I refer to them as *“the old meters”*. They recorded a stable daily average of between 40 kWh and 100 kWh, depending on the season.
- [7] In August 2016 something changed on the meters. Nothing changed on the property. The daily average recorded against meter #3[...] leapt to 737.876 kWh. A similar and equally unexplained spike appeared on meter #3[...] from

February 2017. Both spikes lasted until November 2017. From that point consumption returned to normal at about 32.647 kWh per meter per day.

- [8] The trust offers two possible explanations. The first is a “*clock-over*”. The old meters could record only 99 999 kWh before reverting to zero. The second is that the meters had become faulty. It is not necessary to choose between the two. The city does not engage with either.
- [9] On 21 May 2018 the city installed a new meter at the property. Its number was #1[...]. I refer to it as “*the new meter*”. The city only captured the new meter on its billing system in March 2020. For those twenty-two months the city billed the trust on estimated readings. The estimates were drawn from the inflated figures produced by the old meters.
- [10] The city carried out three rebills. They were in February 2020, March 2020 and August 2020. Each rebill repeated the over-billing rather than correcting it. In each instance the city failed to reverse charges already raised before applying its rebill. The trust was therefore double-billed. The August 2020 rebill compressed twenty-seven months of consumption into a four-month tariff window. That inflated the charges further still.
- [11] The city then returned to estimated billing. Actual readings were only taken on or about 4 September 2023 and again in November 2023. The trust ceased payments to the account on 3 August 2018.
- [12] Ms Maike Gohl expressed herself as an expert in municipal billing. Her CV and confirmatory affidavit form part of the founding papers. She calculates the electricity overcharge at R340 247.34. Her method is straightforward. She takes the daily average actually recorded by the new meter. She divides it by three to reflect the historical three-meter arrangement. She then extrapolates the result across the affected period. She also calculates that R377 147.55 of electricity charges had prescribed as at 16 July 2023. The city does not engage with her figures.

### *The internal dispute resolution process*

[13] The trust used the internal process of the city's Credit Control and Debt Collection Policy. A query was lodged on 19 July 2023. A clause written complaint was delivered on 23 October 2023. A clause letter of appeal was delivered on 30 November 2023. The city did not respond to any of them. The trust has exhausted the city's internal remedies.

### *The city's answering affidavit*

[14] The answering affidavit was deposed to by Ms Musa Nkosi. She is an acting legal advisor in the city's legal department. She claims personal knowledge of the facts. No confirmatory affidavit from anyone with personal knowledge of the metering, the rebills or the account history is attached.

[15] The body of the affidavit consists of generalised denials. The city complains that the trust's case is unclear. The city does not put up competing meter readings. It does not put up a competing reconciliation. It does not put up a competing factual narrative. It does not put up any expert or countervailing evidence.

[16] The practice of legal advisors deposing to municipal-billing affidavits where they cannot competently swear to the underlying facts has been deprecated in *Millu v City of Johannesburg Metropolitan Municipality and another* 2024 JDR 1329 (GJ). Paragraph 45 described the practice as "a manifestation of the city's reckless attitude".

[17] It follows that the factual content of the answering affidavit is not within the knowledge of the deponent thereto. On its own, it cannot raise a real, genuine or *bona fide* dispute of fact within the meaning of *Plascon-Evans Paints Ltd v Van Riebeeck Paints (Pty) Ltd* 1984 (3) SA 623 (A). Even if I were to take the affidavit at face value, the denials are bald and uncreditworthy. They can be rejected on the papers.

### *Onus and the correctness of the account*

- [18] Where a consumer raises a *bona fide* dispute about the correctness of a municipal account, the onus to prove the correctness of the meters and the accounts rests on the city. That principle was set out in *Euphorbia (Pty) Ltd t/a Gallagher Estates v City of Johannesburg* 2016 JDR 1309 (GJ) at paragraph 17.
- [19] The city has not discharged that onus. The trust's evidence is detailed and uncontradicted. It shows the consistent pre-August 2016 averages. It shows the abrupt and unexplained spike on two of the three old meters. It shows the equally abrupt return to normal once the new meter was installed. It shows the long delay in capturing the new meter on the city's system. It shows the practical defects in the rebills.
- [20] A consumer is only obliged to pay for services that have actually been rendered. There is no obligation to pay for a service that has not been rendered (*Rademan v Moqhaka Municipality* 2013 (7) BCLR 791 (CC) at paragraph 42). The disputed electricity charges raised between 5 July 2016 and 20 May 2018 cannot stand.

#### *Section 102 of the Systems Act and prescription*

- [21] Section 102(1) of the Local Government: Municipal Systems Act 32 of 2000 ("*the Systems Act*") allows a municipality to consolidate accounts and to allocate payments. Section 102(2) takes that power away where there is a dispute about a specific amount. Once a dispute is raised, the disputed amounts are ring-fenced (*Body Corporate Croftdene Mall v eThekweni Municipality* [2012] 1 All SA 1 (SCA)).
- [22] On the facts, the trust's disputes have been live since at least 2016. They were formalised through the city's own internal procedure between 19 July 2023 and 30 November 2023. The city may not allocate any subsequent payment against the disputed charges. Those payments did not interrupt prescription.
- [23] A debt of this nature prescribes after three years (section 11(d) of the Prescription Act 68 of 1969). The mere rendering of monthly invoices does not

interrupt prescription (*Nature's Choice Farms (Pty) Ltd v Ekurhuleni Metropolitan Municipality* 2020 JDR 0500 (SCA) at paragraph 44). Nor does a consumer's payment of current charges while a dispute is pending.

[24] All electricity charges on the account that, calculated backwards from the date of this order, older than three years have prescribed. They stand to be reversed.

#### *The requirements for a final interdict*

[25] The trust seeks final mandatory relief. The requirements for a final interdict are trite: a clear right, an injury committed or reasonably apprehended, and the absence of any other satisfactory remedy.

[26] The clear right is established by the Systems Act. The city must take reasonable steps to ensure that consumption is measured through accurate metering. It must render regular and accurate accounts. It must provide accessible ways to query accounts. It must deal promptly with disputes.

[27] The harm is ongoing. The trust is held liable for electricity charges it does not owe. It remains exposed to disconnection in respect of those charges.

[28] There is no alternative remedy. Every step of the city's internal process was met with silence. The trust's only effective recourse was to approach this Court.

#### *Costs*

[29] The trust seeks costs on the attorney-and-client scale. In my view that order is appropriate. The city defended the application and advanced a meritless response in its answering affidavit. It ignored statutory queries, complaints and appeals over a period of years. It forced the trust into protracted opposed motion proceedings to obtain what the city was statutorily required to do unprompted. That conduct attracts a punitive costs order. (See *Ackerman v City of Johannesburg and others* 2024 JDR 1449 (GJ) at paragraph [36]).

#### *Order*

[30] In the result, I make the following order:

1. The respondent is directed, within 60 (sixty) days of this order, to take all measures necessary to correct municipal account number 4[...] (*“the account”*). Those measures shall include the following:
  - 1.1. reversing all electricity charges raised on the account for the period 5 July 2016 to 20 May 2018;
  - 1.2. attending at [...] N[...] Avenue, Ferndale, Johannesburg (*“the property”*), taking three (3) months’ actual readings of electricity meter 1[...] (*“the new meter”*), and re-billing the Account for the period 5 July 2016 to 20 May 2018 based on an extrapolation of those actual readings over that period;
  - 1.3. reversing all electricity and water charges older than 3 years, from the date of this Court Order, which have prescribed;
  - 1.4. reversing all interest and any legal or miscellaneous fees raised on the account in respect of electricity charges that fall to be reversed under paragraphs 1.1 to 1.3 above; and
  - 1.5. furnishing the applicants with an adjusted statement of account reflecting the adjustments contemplated in paragraphs 1.1 to 1.4 above, with notes on the face of the account sufficient to enable the applicants to verify the reconciliation.
2. The respondent and any of its subsidiaries are interdicted, pending implementation of the relief in paragraph 1, from terminating or restricting, or threatening to terminate or restrict, the supply of electricity, water or services to the property in respect of the disputed arrears on the account.
3. The respondent is ordered to pay the costs of the application on the scale as between attorney and client.

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**C B GARVEY  
ACTING JUDGE OF THE HIGH COURT  
GAUTENG LOCAL DIVISION, JOHANNESBURG**

Date of hearing: 19 March 2026

Date of judgment: 4 June 2026

Counsel for the Applicants: Adv T Paige-Green  
Instructed by: HBG Schindlers Attorneys

Counsel for the Respondent: Adv R Bvumbi  
Instructed by: Magagula Attorneys