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

Case Number: 2026-105000

(1) REPORTABLE: NO
(2) OF INTEREST TO OTHER JUDGES: NO
(3) REVISED: NO

25 May 2026 ____________________
DATE SIGNATURE

In the matter between:

MANDISA NDABA Applicant

and

C[…] V[…] BODY CORPORATE Respondent

Delivered: This judgment was prepared and authored by the judge whose name is reflected and is handed down electronically and by circulation to the parties/their legal representatives by email and by uploading it to the electronic file of his matter on Caselines. The date for handing down is deemed to be 25 May 2026.

ORDER

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a. The application is heard as one of urgency and the non-compliance with the ordinary forms and service provided for in the Uniform Rules is condoned.

b. The respondent is directed to restore the electricity supply to the applicant's unit known as Unit 7[…]- Door Number 6[…], C[…] V[…], 1[…] F[…] Road, N[…], Randburg, within 24 hours of service of this order.

c. The restoration contemplated in paragraph (b) shall endure unless and until the respondent exercises its rights in accordance with clause 3.2 of the Acknowledgement of Debt concluded between the parties.

d. Each party shall pay its own costs.

JUDGMENT

CARELSE AJ

Introduction

[1] This is an opposed urgent application for the restoration of electricity supply to the applicant's sectional title unit. The relief sought is interim in nature.

[2] The dispute arises from the respondent's disconnection of electricity supply to the applicant's unit following alleged breaches of an acknowledgement of debt concluded between the parties ("the AOD").

[3] The applicant contends that the respondent unlawfully disconnected the electricity supply without complying with clause 3.2 of the AOD, which required written notice and an opportunity to remedy the breach prior to disconnection.

[4] The respondent contends that there is a court order authorising it to disconnect the applicant's electricity supply; that the applicant remained in material breach of the AOD; that notice of the applicant's breach was given during February 2026; and that, in any event, the applicant enjoyed substantially more than the contractual 14-day period before the eventual disconnection in April 2026.

[5] The respondent further contends that the applicant has failed to satisfy the requirements for interim interdictory relief and that the application should either be struck from the urgent roll or dismissed.

Brief background

[6] During 2025, the applicant fell into arrears in respect of levies, electricity, water, and related charges owing to the respondent.

[7] On 23 June 2025, this Court, under case number 2025-030619, granted an order authorising the respondent to terminate electricity supply to the applicant's unit pending payment of the arrears in electricity and water charges.

[8] Following the granting of that order, the parties entered into negotiations regarding the payment of the arrears and concluded the AOD. The applicant signed the AOD on 27 November 2025 and the respondent's representatives signed it on 2 December 2025. In terms thereof, the applicant acknowledged her indebtedness to the respondent in the capital amount of R568 755.71, being arrears of levies and charges due and payable in respect of her unit for the period up to 1 November 2025. The applicant undertook to repay the capital amount in 12 consecutive monthly instalments of R47 396.31 commencing on 7 December 2025.

[9] Clause 3.2 of the AOD provides:

> "*3.2 Further, the debtor consent to the disconnection of the electricity supply to the unit should they fail to remedy their breach within 14 (fourteen) days of dispatch of a written Notice to remedy such breach. The electricity shall remain disconnected until such time as all outstanding amounts due and owing in terms of the agreement have been paid in full."*

[10] Clause 5.2.1 of the AOD expressly recorded that the instalments towards the capital amount were payable over and above ongoing monthly levies and charges.

[11] Clause 5.2, in full, records that:

> *"5.2 All payments and monthly instalments due in terms of clause 2.3 made by the Debtor will be made -*

5.2.1 ***OVER AND ABOVE CURRENT MONTHLY LEVIES AND CHARGES*** *due in full by no later than the 7th day of each month as set out below;*

Capital Amount: *R568 755.71 / (divided by 12 (months) = R47 396 .31 (monthly instalment);*

Monthly Levies and Charges: *(which charges include but are not limited to utilities, ACR, interest and legal costs) approximately = ±R16 000.00;*

Total payment due: *±R63 396.31 (monthly instalment + monthly levies and charges);*

5.2.2 All payments and monthly instalments made in terms of this agreement shall be appropriated firstly towards monthly levies and charges and secondly towards the capital amount.

5.2.3 without set-off or deduction of any amount for whatsoever reason."

[12] The applicant's case is that she complied with the AOD by paying the agreed instalments (R47 396.31) and that the respondent unlawfully disconnected the electricity supply to her unit without proper notice as contemplated in clause 3.2.

[13] The respondent disputes compliance. While the respondent admits that the applicant made payments equal to the capital instalment amount (the R47 396.31), it contends that the applicant failed to pay the ongoing monthly levies and charges of about R16 000.00 in addition to the capital instalments of R47 396.31, as set out in clause 5.2 of the AOD.

[14] On 4 February 2026, the respondent's attorneys addressed correspondence to the applicant alleging breach of the AOD. The correspondence acknowledged receipt of the capital instalment payments made during December 2025 and January 2026 but alleged non-payment of the ongoing monthly levies and charges contemplated in clause 5.2. The applicant was called upon to regularise the position before 9 February 2026, failing which "legal action" would proceed. The notice did not refer to clause 3.2 of the AOD, nor did it state that electricity supply would be

disconnected in the event of a continued breach. The respondent relies on this correspondence as constituting compliance with clause 3.2 of the AOD.

[15] Electricity supply to the applicant's unit was ultimately disconnected on or about 8 April 2026.

[16] The applicant complains that it is not clear how the said "***Monthly Levies and Charges"*** of approximately R16 000.00 per month are computed and that her inquiries relating thereto remain unanswered. She, accordingly, on 7 May 2026, referred this billing dispute to the CSOS for resolution.

[17] This application was launched on 8 May 2026 and set down for hearing in the urgent court on 19 May 2026. It was, however, allocated for hearing on 21 May 2026.

Urgency

[18] The respondent contends that the matter lacks urgency because the applicant delayed approximately one month after the disconnection before launching the application or engaging with them.

[19] It is so that the applicant did not approach the Court immediately after the disconnection and that the applicant only engaged the respondent on 30 April 2026 regarding the disconnection. However, the prejudice relied upon by the applicant is ongoing in nature. The matter concerns the continued deprivation of electricity supply to a residential property occupied by a tenant and a minor child. The applicant alleges that the tenant has threatened to vacate the premises and that the rental income derived from the property constitutes her sole source of income.

[20] In those circumstances, and notwithstanding the delay, I am satisfied that the matter is sufficiently urgent to warrant hearing in terms of Rule 6(12).

The applicable legal principles

[21] The requirements for interim interdictory relief are trite. The applicant must establish:

(a) a prima facie right, though open to some doubt;

(b) a reasonable apprehension of irreparable harm if interim relief is not granted;

(c) the absence of a satisfactory alternative remedy; and

(d) that the balance of convenience favours the granting of interim relief.

[22] The applicant relied heavily on authorities dealing with unlawful electricity disconnections, including *Joseph and Others v City of Johannesburg and Others* 2010 (4) SA 55 (CC) and *Lion Ridge Body Corporate v Alexander; Lion Ridge Body Corporate v Morata; Lion Ridge Body Corporate v Mukona and Another* (17074/2022; 18106/2022; 19220/2022) [2022] ZAGPJHC 713 (21 September 2022).

[23] The respondent correctly submitted that *Joseph* arose within a public-law setting involving a municipality exercising public power. The present matter concerns a private-law contractual relationship between a body corporate and a sectional title owner. It is unnecessary in this urgent matter to determine the extent to which the procedural fairness considerations discussed in *Joseph* apply directly in such circumstances. Courts, nevertheless, approach the disconnection of residential electricity supply with caution.

Prima facie right

[24] The applicant does not possess a free-standing right to electricity irrespective of payment obligations. The applicant remains bound by the statutory and contractual obligations arising from ownership within the sectional title scheme and by the AOD concluded between the parties.

[25] The applicant's asserted right is narrower. It is the right not to have electricity disconnected otherwise than in accordance with the contractual enforcement mechanism agreed upon between the parties in clause 3.2 of the AOD.

[26] In my view, the applicant has established such a prima facie right, albeit one open to some doubt.

[27] Once the parties concluded the AOD following the June 2025 order, the respondent elected to regulate future enforcement through the contractual machinery

created by the AOD itself, including clause 3.2. Electricity was restored after the conclusion of the AOD, and the respondent thereafter accepted payments in terms thereof. Having elected to regulate future enforcement through the AOD, the respondent was required to comply with the procedure agreed upon in clause 3.2.

[28] The respondent's contention that the applicant remained in breach of the AOD is neither fanciful nor implausible. The applicant admittedly fell into substantial arrears, and the AOD expressly contemplated ongoing monthly obligations beyond the capital instalments.

[29] Equally, however, the applicant's complaint cannot simply be dismissed as technical formalism.

[30] The respondent's submission that the applicant in fact enjoyed substantially more than 14 days before the eventual disconnection carries force. The difficulty for the respondent, however, is not merely the period stipulated in the notice. The difficulty lies elsewhere. The February 2026 correspondence did not expressly invoke clause 3.2 of the AOD, nor did it communicate that electricity supply would be disconnected in the event of continued breach. The respondent instead threatened unspecified "legal action". In circumstances where the parties expressly regulated the circumstances under which residential electricity supply could be disconnected, I am unable to conclude on the present papers that sufficiently clear compliance with clause 3.2 was demonstrated.

[31] The relief presently sought by the applicant is interim in nature. The Court is not presently called upon finally to determine:

(a) whether the applicant is indebted to the respondent;

(b) whether the respondent will ultimately be entitled to disconnect electricity in terms of the AOD;

(c) whether the June 2025 order survived unaffected by the AOD; or

(d) whether the respondent's February 2026 notice ultimately amounted to sufficient contractual compliance.

[32] Those disputes remain open for determination in due course.

[33] In those circumstances, and without finally determining the parties' competing contractual contentions, I am satisfied that the applicant has established a prima facie right to insist upon compliance with the contractual disconnection procedure agreed upon between the parties.

Irreparable harm

[34] The electricity supply to the premises has already been disconnected and the deprivation is ongoing.

[35] The premises are occupied by a tenant and a minor child. The applicant alleges continuing prejudice flowing from the absence of electricity and the threatened loss of the tenant.

[36] While financial prejudice alone would ordinarily not suffice, the continued deprivation of residential electricity constitutes prejudice not readily remediable by a damages claim.

[37] In my view, the applicant has established a reasonable apprehension of irreparable harm if interim relief is refused.

Alternative remedy

[38] The respondent correctly points out that the applicant has referred the underlying dispute to CSOS.

[39] However, the papers indicate that CSOS is directed at determination of the accounting and levy disputes between the parties and cannot provide immediate interim restoration relief.

[40] Without interim relief the applicant will remain without electricity despite the unresolved disputes concerning the parties' respective obligations under the AOD. In those circumstances, I am satisfied that the applicant lacks an adequate alternative remedy.

Balance of convenience

[41] The respondent correctly contends that the applicant is substantially indebted and that compliant owners within the sectional title scheme should not indefinitely subsidise the applicant's obligations. Counsel for the respondent relied, correctly in my view, on authorities recognising the prejudice occasioned to compliant owners when a body corporate is compelled to continue supplying utilities notwithstanding ongoing default.

[42] There is force in the respondent's submission that the applicant enjoyed actual notice of the alleged breach during February 2026 and that, notwithstanding the shorter period stipulated in the notice itself, the applicant in fact enjoyed substantially more than 14 days before the eventual disconnection during April 2026.

[43] Were this merely an ordinary commercial dispute concerning acceleration or cancellation provisions, the respondent's submission that there was substantial compliance with clause 3.2 may well ultimately prove correct.

[44] Disconnection of the electricity supply to a residence is, however, not an ordinary commercial remedy. In *Joseph* the Constitutional Court recognised the importance of electricity supply in contemporary life and emphasised the need for procedural fairness before termination by a public authority. Although *Joseph* arose within a public-law setting, courts have approached the disconnection of residential electricity with caution, including within sectional title schemes.

[45] In *Lion Ridge* this Court emphasised that a body corporate must demonstrate a proper legal basis for the disconnection of electricity supply and cautioned against resort to self-help absent clear authority.

[46] Similarly, in *Body Corporate of Balboa Park v Skeyi and Another* (2023-061020) [2024] ZAGPJHC 361 (12 April 2024), this Court reiterated that bodies corporate exercising disconnection powers must act within the authority conferred upon them by law, rule or agreement.

[47] The present matter is further distinguishable from *Lion Ridge* and *Balboa*. In those matters the courts were not satisfied that the bodies corporate had established a sufficiently clear contractual or other legal basis entitling them to disconnect electricity. In the present matter, by contrast, clause 3.2 of the AOD expressly

authorised disconnection and the applicant expressly consented thereto. Moreover, the AOD itself followed upon an earlier court order authorising disconnection arising from the applicant's arrears."

[48] The issue is therefore not whether the respondent possessed the power to disconnect electricity. The issue is whether the respondent sufficiently complied with the agreed contractual mechanism before exercising that power.

[49] The respondent's contention that substantial compliance suffices may ultimately prove correct. However, on the present papers and within the confines of urgent proceedings, I am unable to conclude that the respondent demonstrated sufficiently clear compliance with clause 3.2 to justify the continued disconnection.

[50] The prejudice to the respondent must be weighed against the continued deprivation of electricity supply to a residence occupied by a tenant and minor child, together with the unresolved disputes concerning the parties' obligations under the AOD.

[51] The respondent retains the ability to pursue contractual remedies in due course. By contrast, refusal of interim relief would permit continuation of the disconnection notwithstanding the existence of unresolved disputes concerning the proper invocation of the contractual disconnection mechanism.

[52] In all the circumstances, I am satisfied that the balance of convenience favours the interim restoration of the electricity supply. Such restoration should not, however, operate as an indefinite restraint upon the respondent's contractual enforcement rights. The respondent remains entitled, should it be so advised, to invoke clause 3.2 of the AOD in accordance with its terms.

[53] The applicant does not seek a final determination that no monies are owing to the respondent, nor a final order permanently restraining the respondent from exercising its contractual rights. The applicant instead seeks interim restoration of the electricity supply pending the determination of the disputes referred to CSOS. I am, however, not persuaded that the applicant established a prima facie right to relief framed in those terms. The disputes presently before CSOS concern, *inter alia*, the computation and correctness of ongoing levies and charges. Those disputes do

not, without more, suspend the respondent’s contractual enforcement rights arising from the AOD.

[54] What the applicant has established, on an interim basis, is a right to insist upon sufficiently clear compliance with the agreed disconnection procedure before electricity supply may be terminated. The interim relief granted should therefore be tailored to that right.

[55] Both parties squarely addressed whether the respondent had complied with clause 3.2 before disconnecting electricity supply. The order granted accordingly reflects the true contractual issue arising on the papers. Compare *Fischer v Ramahlele* 2014 (4) SA 614 (SCA) paras 13–15.

Costs

[56] Both parties achieved partial success in the arguments advanced before Court. The applicant succeeded in obtaining interim relief, but the respondent raised substantial and legitimate disputes concerning indebtedness, contractual interpretation and substantial compliance with clause 3.2.

[57] In the circumstances, I consider it appropriate that each party pay its own costs.

Order

[58] The following order is made:

(a) The application is heard as one of urgency and the non-compliance with the ordinary forms and service provided for in the Uniform Rules is condoned.

(b) The respondent is directed to restore the electricity supply to the applicant’s unit known as Unit 7[…]- Door Number 6[…], C[…] V[…], 1[…] F[…] Road, N[…], Randburg, within 24 hours of service of this order.

(c) The restoration contemplated in paragraph (b) shall endure unless and until the respondent exercises its rights in accordance with clause 3.2 of the Acknowledgement of Debt concluded between the parties.

(d) Each party shall pay its own costs.

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CARELSE AJ

ACTING JUDGE OF THE HIGH COURT

JOHANNESBURG

Date of hearing: 21 May 2026

Judgment delivered: 25 May 2026

Appearances:

For the Applicant: V Mukwevho

instructed by Maswanganyi Hlapolosa Inc

For the Respondent: TK Mahapa

instructed by Kramer Attorneys