IN THE HIGH COURT OF SOUTH AFRICA

(EASTERN CAPE DIVISION, EAST LONDON CIRCUIT DIVISION)

CASE NO:- 2025-209124

In the matter between: -

SERONA GOLIATH **APPLICANT**

And

BUFFALO CITY METROPOLITAN MUNICIPALITY **1ST RESPONDENT**

THE MUNICIPAL MANAGER:
BUFFALO CITY METROPOLITAN MUNICIPALITY **2ND RESPONDENT**

JUDGMENT

Nkele AJ:

INTRODUCTION

[1] The applicant approached this court, on an urgent basis, on the 11th of November 2025, seeking an interim order to the effect that the respondents' disconnection or blocking the supply of electricity without the prior prescribed

written notice is declared unlawful; directing the respondents to reconnect the electricity supply and/or uplift the blockade to purchase electricity for No. 4[...] A[...] Crescent, Buffalo Flats with electricity meter number 0[...] immediately; interdicting and restraining the respondents from unlawfully disconnecting the supply of electricity to the premises and interdicting and restraining the respondents from charging the applicant a reconnection fee as a direct result of the unlawful termination/disconnection of electricity on the 22nd of October 2025.

[2] On the 11th of November 2025, the court granted the interim orders sought by the applicant. The application is being opposed by the respondents and the necessary answering affidavit as well as heads of argument have been filed by both parties.

[3] The matter was then set down for hearing on the opposed roll on 7 of May 2026.

APPLICANT'S CASE

[4] In her Founding Affidavit, the applicant states that on 22 October 2025 she unsuccessfully attempted to purchase electricity on her banking app, using the electricity meter No. 0[...]. She then went to a local Super Spar, which is an authorised electricity vendor, where she was advised that her account had been blocked because of an outstanding amount of R 4 296.19.

[5] She further states that it was for the first time for her to hear that there were outstanding arrears, as there was no prior written notice, demand or intention to disconnect was ever served upon her to that effect, in compliance with Item 14(2), read together with Item 15(1) of the **Buffalo City Metropolitan Municipality Electricity By-Law**[1].

[6] Therefore, the gravamen of the applicant's case is that before termination or blocking of the electricity supply by the respondents, there was no prior notice given to her as prescribed in Item 14(2), read with Item 15(1), of the respondents' By-Laws. She then approached her present legal

[1] Provincial Gazette No. 5016 on the 24th of November 2023.

representatives for advice. The legal representatives, on her instructions, wrote a letter dated 30 October 2025 to the respondents, demanding an immediate reconnection of electricity at No. 4[...] A[...] Crescent, Buffalo Flats and to provide written confirmation to that effect. In the letter the respondents were given up to 31 October 2025 at 10h00 to reconnect the electricity supply and to advise her legal representatives in writing after having done so. The letter of demand was hand delivered at the office of the respondents' Acting Director of Legal Services, Mr Siphatho Handi.

[7] Upon failure by the respondents to accede to the demand to reconnect the electricity supply, the respondents approached this court and obtained the interim order dated 11 November 2025. The applicant now seeks to confirm and make that interim order final.

[8] The applicant asserts that she has the necessary locus standi to institute the present proceedings as a lawful resident and/or occupier of the premises and that she is a full paying electricity consumer.

RESPONDENT'S CASE

[9] In the answering affidavit, the respondents vehemently dispute that there was no service of a pre-termination notice. In this regard the respondents state that service of the pre-termination notice was duly effected upon the premises situated at No. 4[...] A[...] Crescent, Buffalo Flats on 23 April 2025. The service was effected by leaving the pre-termination notice at the post-box at the gate, as no one came to accept it at the gate. That manner of service, according to the respondents, was in conformity and in compliance with the governing By-Laws as well as Section 115(1)(e) of the **Municipal Systems Act**[2].

[10] The respondents further state that the pre-termination notice aforesaid was left at a conspicuous place and that being the post box. That method of service was the only option available to the respondents at the time, and that manner of service cannot be regarded as unlawful, as it is a recognised method of service in circumstances where personal service is not possible.

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[2] Local Government: Municipal Systems Act No. 32 of 2000 section 115(1).

[11] In a nutshell, the gist of the respondents' case is that service of the pre-termination notice was done by placing it at a conspicuous place which, in the present circumstances, means that it was put in the post box at the gate of the premises known as No. 4[...] A[...] Crescent, Buffalo Flats.

[12] Furthermore, the respondents dispute that the applicant has the necessary locus standi to institute the present application proceedings. In substantiation, the respondents argue that the applicant has not been duly authorised by the property owner to institute the legal proceedings. She does not provide proof that she is authorised by the owner nor even demonstrate the extent of her occupation of the property, as a mere allegation of occupying the property is not sufficient. The respondents, in addition thereto, state that the applicant has failed to state her obligations in respect of the services rendered by the municipality in respect of the property in question. They further argue that it is the owner, Mr Peter R, who should have instituted the present legal proceedings, and not the applicant.

[13] Lastly, the respondents oppose the relief sought by the applicant on the merits on the basis that at the time the pre-termination notice was served, the owner was in arrears to the tune of R 76 975.33, and the owner was invited in the notice to make written representations on how he will settle the arrears. The owner, however, failed to do so. The owner is therefore owing the 1st respondent a substantial amount of money, hence the decision to terminate the electricity supply to the premises.

ISSUE FOR DETERMINATION

[14] In my view, there are two issues for determination in this application. The first one is whether the applicant has the necessary legal standing, the so-called locus standi, to institute the present application proceedings.

[15] The second one, in the event that the first one is decided in the applicant's favour, is whether the pre-termination notice was duly and properly served upon the applicant in compliance with the relevant By-Laws and other governing legal prescripts. If the pre-termination notice was duly served in a

manner that complies with the By-Laws, the applicant's case will be dismissed. Similarly, if there was no prior notification before termination of the electricity supply, in the manner prescribed by the governing By-Laws, the respondents will fail and the rule nisi and interim order granted against them on 25 November 2025 will be confirmed and made final. There will be no need to deal with the second issue if it is found that the applicant has no locus standi.

THE REGULATORY LEGAL FRAMEWORK

[16] It is trite that a lawful occupier or tenant generally has locus standi to sue a municipality for the unlawful or procedurally unfair termination of electricity supply without notice. In the landmark decision of ***Joseph and Others v City of Johannesburg and Others,*** it was established that *tenants and occupiers have a right to procedural fairness when a municipality terminates basic services, even if there is no direct contractual relationship between the tenant and the municipality*. This is so, it was held, because *electricity is an essential basic municipal service intertwined with constitutional rights to dignity and housing and therefore municipalities have a public law obligation to provide reasonable notice and an opportunity to be heard before cutting off electricity supply*.[3]

[17] In terms of the provisions of section 115(1) of the **Local Government: Municipal Systems Act** :

> "*Any notice or other document that is served on a person in terms of this Act is regarded as having been served:*
>
> *(a) When it has been delivered to that person personally;*
> *(b) When it has been left at that person's place of residence or business in the Republic with a person apparently over the age of sixteen years;*
> *(c) When it has been posted by registered or certified mail to that person's last known residential or business in the Republic and an acknowledgement of the posting thereof from the postal services is obtained;*

[3] *Joseph and Others v City of Johannesburg and Others* CCT 43/09 [2009] ZACC 30).

(d) If that person's address in the Republic is unknown, when it has been served on that person's agent or representative in the Republic in the manner provided by paragraphs (a), (b) or (c) or

(e) If that person's address and agent or representative in the Republic is unknown, when it has been posted in a conspicuous place on the property or premises, if any, to which it relates."[4]

[18] In Section 14(2) the Buffalo City Metropolitan Municipality Electricity By-Laws provides that a pre-termination should be given in the following instances:

"(1) The electricity supply may be terminated for outstanding payment.

(2) A consumer against whom the municipality intends to terminate the electricity supply shall be served with a written notice of the intended termination by the sheriff, by hand or registered mail or registered certified mail.

(3) The sheriff must serve the consumer with the written notice of termination within ten (10) working days of having been put in possession of such written notice and submit a return of service to the municipality within four (4) municipal days of such service.

(4) If delivered by hand, the pre-termination notice shall be deemed to have been effectively and sufficiently served on the consumer-

(a) when it has been delivered to them personally;

(b) when it has been left at their place of residence or business with a person apparently above the of sixteen (16) years old; or

(c) when it cannot be delivered as contemplated in (a) and (b) above, if it is placed in a conspicuous place on the immovable property to which it relates…"[5]

[19] Section 15(1) of the same By-Laws provides for a right to disconnect Supply of electricity as follows:

"(1) *The municipality has the right to disconnect the supply of electricity to any premises after fourteen (14) days of written notice, if:*

(a) The person liable to do so fails to pay any charge due to the municipality in connection with any supply of electricity which such person has received from the municipality in respect of such premises; or

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[4] Local Government: Municipal Systems Act No. 32 of 2000 section 115(1).
[5] Buffalo City Municipal Electricity Supply By-Law 2023; Item 14(2).

(b) *If any of the provisions of this By-Law and/or Regulations are being contravened and the person responsible has failed to remedy the default after such notice has been given*".[6]

DISCUSSION AND ANALYSIS

[20] I now turn to consider whether the applicant has the necessary locus standi to institute the present legal proceedings. In the answering affidavit, the respondents raised a point in limine relating to the applicant's lack of locus standi to initiate legal proceedings to challenge the termination of the electricity supply. In support of that point in limine, the respondents contend that the applicant is not the owner of the premises situated at No. 4[...] A[...] Crescent Buffalo Flats. The owner of those premises is Peter R, whose name appears in the pre-disconnection final notice dated 29 January 2025, attached to the answering affidavit. Only the owner, so the argument goes, has the necessary legal standing to launch the application and no one else.

[21] As already stated, the applicant describes herself as the lawful resident and/or occupier at/or the premises with meter number 0[...] issued by the 1st respondent and that she is a full-paying electricity consumer. She further disputes that she needed to explain the extent of her occupation of the property to establish locus standi.

[22] In my considered view, the respondent's contention about applicant's locus standi appears to be based on a serious misunderstanding of the current legal position on the subject. This is so because it is not disputed that the applicant occupies the property. All that the respondents are placing in issue is the fact that she is not the owner, and that she does not state the extent of her occupation of the property. The law in this regard was settled by the Constitutional Court in the Joseph judgment where it was held that tenants and occupiers have a right to procedural fairness when the municipality terminates the services it provides to them, irrespective of whether they have any contractual relationship with it. That principle has recently been re-iterated by the Supreme Court of Appeal in the judgment of Mafilika when the court held that:

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[6] Buffalo City Municipal Electricity Supply By-Law 2023; Item 15(1).

> "*In Joseph, the Constitutional Court settled the law regarding the relationship between a local government body as a service provider and the end user of the service, even when a direct contractual relationship does not exist. The Constitutional Court explicitly rejected the argument that lack of contractual privity between tenants and service providers eliminates the rights of tenants to procedural fairness. The decision established a crucial precedent, affirming that the constitutional rights to dignity and access to services create a legal relationship that obliges a municipality to provide notice and an opportunity to be heard before disconnecting a service, regardless of who the property owner is*."[7]

[23] In this matter, guided by precedent and on the authority of Joseph and Mafilika decisions, which are binding on me and I conclude that the applicant has the necessary *locus standi* to approach this court, as she has done, to challenge the termination of the electricity supply to her without respondents having served her with a requisite notice, as provided in section 14(4)(c) of their By-Laws.

[24] As already adumbrated above, the applicant contends strongly that there was no notice given prior to the termination of the electricity supply. The applicant further states that such failure to serve a pre-termination notice is unlawful, as it contravenes the provisions of section 14 of the Buffalo City Municipal Electricity Supply By-Laws 2023. On the other hand, the respondents vehemently argue that the pre-termination notice was delivered at the given address and it was placed in a conspicuous place, which is the post box at the gate of the immovable property situate at No. 4[...] A[...] Crescent, Buffalo Flats.

[25] The respondents' answering affidavit deposed to by Appana Sooriah Naidoo states that

> "… *on 23 April 2025 the 1st respondent, through its agent duly authorised accordingly, served a pre-termination notice upon the premises registered in the name Peter R, and where upon no one came to receive the notice it was then left at the gate and when no one came to accept the document, the pre-termination notice was left at the post box at the gate of the premises situated at No. 4[...] A[...] Crescent, Buffalo Flats, East London, as no one came to accept the notice.* To substantiate their assertion in

[7] *Mafilika and Others v Elundini Local Municipality and Another* (620/2024) [2025] ZASCA 142 (1 October 2025) para [24].

this regard, the respondents attached a service affidavit deposed to by Marcus Mazo who is employed by Yande Engineering and Projects to the answering affidavit. Mr Mazo states in the service affidavit that he *delivered the 14-day pre-termination letter on 23 April 2025 at 4[...] A[...] Crescent, Buffalo Flats, East London. When the customer did not come, he left the letter at the gate and took a photo of evidence to prove that he was at the correct property"*.

[26] The question that then arises is whether the manner of service complies with that which is prescribed by the applicable by-laws and the statutory provisions. The answering affidavit clearly states that the pre-termination notice was left at the post box at the gate of the premises. The answering affidavit is also unambiguous about the fact that the pre-termination notice was delivered by a duly authorised agent. To confirm the averments in answering affidavit about the delivery of a pre-termination notice, Marcus Mazo deposed to a service affidavit in which he states that the notice was left at the gate. The service affidavit does not give clarity as where exactly the pre-termination notice was left at the gate, whether it was attached at the gate and, if so, where and, if not, where exactly was it left.

[27] The service affidavit does not mention that the pre-termination notice was left in the post-box, as stated in the answering affidavit. That being the case, what is surprising is where did the deponent get the information to the effect that the pre-termination notice was left at the post box at the given address, as he, himself, did deliver it. This is so because the person who delivered the notice, Marcus Mazo, does not say so. Where did the deponent get the information about the service of the pre-termination notice in the manner stated in the Answering Affidavit?

[28] A general rule has been laid repeatedly to the effect that a party must stand and fall by the founding affidavit and the facts alleged in it. Quite clearly the applicant must make out a case in the founding affidavit. This was clearly stated in the judgment of Bayat & Others v Hansa & Another when it said:

> "*An applicant for relief must (save in exceptional circumstances) make his case and produce all the evidence he desires to use in support of it, in his affidavits filed with the notice of motion, whether he is moving ex-parte or on notice to the respondent, and is not permitted to supplement it in his replying affidavits (the purpose of which is to reply to averments made by the respondent in his answering affidavits), still less*

make a new case in his replying affidavits"[8]. That general rule is equally applicable to a respondent who files an answering affidavit[9].

[29] It is also a well-established principle of our law that a confirmatory affidavit that contradicts the main affidavit destroys the evidentiary weight of the averment assertion sought to be made in the main affidavit. The main object of a confirmatory affidavit is to support the allegations made in the main affidavit. In Pete & Hulme a supporting affidavit is defined as an affidavit which sets out evidence in support of the applicant's claim or respondent's defence[10]. Without corroboration, allegations attributed to a third party are treated as inadmissible hearsay, leaving the main deponent's statement unproven and often is regarded as inadmissible hearsay evidence.

[30] This is so because the purpose of confirmatory affidavits is to verify the accuracy of facts attributed to them without necessarily providing independent argument or additional evidence. As was stated by Pete and Hulme "*the founding affidavit and supporting affidavits must cover all the elements of the area of law on which the applicant is relying and must also contain all the evidence supporting these elements*"[11]. In as much as the statement refers to the applicant, it also applies to the respondents with equal force and, in my view, the respondents are bound by that salient statement of the law.

[31] In my view, the service affidavit does not corroborate the answering affidavit, as it should, on this very important aspect of evidence, which is where exactly was the pre-termination notice placed on the gate? Was it attached there and, if so where exactly? That should have been made clear in the answering affidavit and corroborated in the service affidavit. That was necessary because the deponent to the answering affidavit did not personally serve the pre-termination notice. It is the deponent to the service affidavit that effected the service of the pre-termination notice. In my view, that which is contained in the answering affidavit, and not confirmed in the service affidavit, is inadmissible hearsay and that is disastrous for the respondents' case.

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[8] 1955 (3) SA 547 (N) at 553D-E, See also Dendy & Loots Herbstein & Van Winsen Civil Practice of the Superior Courts of South Africa Vol 1 Juta page 13-26.
[9] Erasmus Superior Court Practice LexisNexis 2nd Ed Vol 6-26.
[10] Civil Procedure: A Practical Guide: Oxford page 802.
[11] Civil Procedure: A Practical Guide Oxford 4th Ed page 193.

[32] The two irreconcilable versions provided by the respondents do not help their case in that they do not make a clear case as to where exactly the pre-termination notice was left and whether it was left in manner envisaged in the By-Laws. The fact that the service affidavit does not support the allegations made in the answering affidavit on this very material point at issue in this matter, which is whether the respondents delivered the electricity pre-termination notice, in compliance with the peremptory provisions of the applicable By-Law, is fatal to the respondents' case.

[33] Section 14(4) of the By-Laws provides how a pre-termination notice should be served and it does so as in the following terms:

> "*If delivered by hand, the pre-termination notice shall be deemed to have been effectively and sufficiently served on the consumer-*
>
> *(a) When it has been delivered to them personally;*
> *(b) When it has been left at their place of residence or business with a person apparently above the age of sixteen (16) years old; or*
> (c) *When it cannot be delivered as contemplated in (a) and (b) above, if it is placed in a conspicuous place on the immovable property to which it relates*".

[34] During argument Mr. Mdzanga, who appeared for the respondents argued with much vigour and determination, that the pre-termination notice was properly served when it was left in the post box at the gate and he stated that the post box is a conspicuous place, as envisaged in section 14(4)(c) of the By-Laws. By so doing, in my view, Mr. Mdzanga sought to advance the version alluded to in the answering affidavit which is that when the pre-termination notice was placed in the post box it was put in a conspicuous place, that is clearly visible to anyone who enters that gate. On the other hand, Ms. Magadlela, who appeared for the applicant, vehemently argued that no notice was given to the termination of the electricity supply and therefore the termination was unlawful, as it was done in contravention of the clear and peremptory provisions of the applicable By-Laws.

[35] To determine whether there was proper service of the pre-termination notice, it is necessary to understand the meaning of the word "*conspicuous*" in section 14(4)(c) of the By-Law. In the Reader's Digest Oxford Complete Word Finder '*conspicuous'* is defined as something that is clearly visible; striking to

the eye; attracting notice.[12] Similarly in Oxford Concise Dictitonary 2nd Edition '*conspicuous'* is described to mean something that is clearly visible, attracting notice or attention.[13]

[36] At issue, in my view, is the interpretation of the word '*conspicuous'*. In the landmark decision of the Supreme Court of Appeal in Endumeni Municipality Wallis JA lucidly explained how to interpret words when he said

> "… *interpretation is a process of attributing meaning to the words used in a document, be it legislation, some other statutory instrument, or contract, having regard to the context provided by reading the particular provision or provisions in the light of the document as whole and the circumstances attendant upon its coming into existence. Whatever the nature of the document, consideration must be given to the language used in the light of the ordinary rules of grammar and syntax, the context in which the provision appears; the apparent purpose to which it is directed and the material known to those responsible for its production. Where more than one meaning is possible each possibility must be weighed in the light of all the factors. The process is objective not subjective. A sensible meaning is to be preferred to one that leads to insensible or unbusinesslike results or undermines the apparent purpose of the document. Judges must be alert to, and guard against, the temptation to substitute what they regard as reasonable, sensible or businesslike for the words used. To do so in regard to a statute or statutory instrument is to cross the divide between interpretation and legislation. In a contractual context it is to make a contract for the parties other than the one they in fact made. The 'inevitable departure is the language of the provision itself', read in context and having regard to the purpose of the provision and the background to the preparation and production of the document*."[14]

[37] When a notice is put in a post box, as was the case with the respondents' pre-termination notice, it cannot be said that it is clearly visible, striking to the eye or attracting notice. Something placed in a post box is somehow hidden and to notice it one would need to go to the box and even put a hand to find out if something is inside. That, in my view, cannot be said to be conspicuous. The meaning of that word cannot be stretched to mean something that is inside a post box is clearly visible, attracting to the eye or palpably noticeable. In my view, to do so would be to expand or to adapt the term beyond its literal or

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[12] Reader's Digest Oxford Complete Word Finder.
[13] Oxford Concise Dictitonary 2nd Edition.
[14] **Natal Joint Municipal Fund v Endumeni Municipality** 2012 (4) 593 (SCA) para 18.

original meaning. To me something that is conspicuous is the one that you can see or notice without trying to look inside a post box. Based on the authorities cited above, I am convinced that the respondents have failed to demonstrate that they properly served the per-termination notice in compliance with the peremptory provisions of section 14(4)(c) of the applicable by-laws. For that reason, I find that the applicant was not properly served with a pre-termination prior notice to the termination of the electricity supply on 22 October 2025 in compliance with, and in the manner contemplated in the Respondent's By-Laws.

[38] Zono AJ, in Magqazana neatly explained the purpose of serving a pre-termination notice when he said "*The purpose of service in terms of the provisions of item 6(1)(a) of the Municipality's By-Laws is to honour age-old principle of Audi alteram partem Rule. At the heart of these proceedings is compliance with the provisions of item 6(1)(a)-(e) of the Municipality By-Laws. Organ of State is constrained to adhere to peremptory provisions of the statute, especially if there is no power deviation provided for*[15].

[39] The question is whether placing the pre-termination notice in a post box complies with the requirement of effective and sufficient service on the consumer envisaged in section 14(4) of the municipal by-laws. In **Durban Water Wonderland (Pty) Ltd v Botha and Another** it was held that the answer depends upon whether in all the circumstances the appellant did what was 'reasonably sufficient' to give patrons notice of the terms of disclaimer. The court further stated that the test is that of reasonableness of the steps taken by the proferens to bring the terms in question to the attention of the customer or patron.[16]

[40] Even if I were to accept the version provided by the respondents in the service affidavit, which is to the effect that the notice was left at the gate, still that does not help the respondents' case as there is no explanation or pertinent averment as to whether it was left in a clearly visible place, in a conspicuous place in compliance with the provisions of section 14(4(c) of the

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[15] **Magqazana v Buffalo Metropolitan Municipality and Another** (EL 1386/2024) [2024] ZAECELLC 7 (5 March 2024) para [14].
[16] (168/97) [1998] ZASCA 115; [1999] 1All SA 411 (A) 1999 (1) SA 982 (SCA) para [17]-[18].

Electricity By-laws. That crucial averment is glaringly lacking in the service affidavit. As already stated, the disastrous effect of lack of such an important averment in the service affidavit that the notice was placed in the post box is that it has become inadmissible hearsay, which is not corroborated by the person who allegedly effected the service thereof.

[41] It is trite that organs of state, like the respondents, have a constitutional and legal obligation to scrupulously obey the law. As the primary custodians of the Constitution and as state entities, they are expected to lead by example. In Mohamed the apex explained the law in this regard as follows:

> "*South Africa is a young democracy still finding its way to full compliance with the values and ideals enshrined in the Constitution. The principle cannot be put better than in the celebrated words of Justice Brandeis in Olmstead et al v United States:*
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> > *'In a government of laws, existence of the government will be imperilled if it fails to observe the law scrupulously… Government is the potent, omnipresent teacher. For good or for ill, it teaches the whole people by its example… If the government becomes the law breaker, it breeds contempt for the law; it invites every man to become law unto himself; it invites anarchy.'*[17]

[42] The respondents, as state organs have dismally failed to comply with its own by-laws that regulate service of a pre-termination notice. On the evidence presented in the answering affidavit it is not clear whether the notice was served in compliance with section 14(4)(c) of the By-Laws. The situation is exacerbated by the lack of clarity and corroboration in the answering and the service affidavits deposed to by Messrs Naidoo and Mazo.

CONCLUSION

[43] The court is satisfied that a proper case has been made for the order sought and it is therefore quite appropriate to confirm the rule nisi and interim order granted on 25 November 2025 and make it a final. The respondents have dismally failed to demonstrate how they complied with applicable By-Laws

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[17] **Mohamed and Another v President of the Republic of South Africa and Others** (CCT 17/01) [2001] ZACC 18; 2001 (3) SA 893 (CC); 2001 (7) BCLR 685 (CC); 001 (2) SACR 66 (CC) (28 May 2001); **Njongi v MEC, Department of Welfare, Eastern Cape** 2008 (6) SA 237 (CC).

that mandates them to serve the applicant with a termination notice prior to the termination of electricity supply. No clear evidence has been presented as to how the service of the notice has been effected and, in the end, compliance with the applicable By-Law has been done. In the circumstances costs should also follow the results. I therefore make the following order.

ORDER

[44] In the result the following order will issue:

1. **The rule nisi issued and interim order granted on 25 November 2025 is hereby confirmed and made a final order.**

2. **The respondents are ordered to pay costs of this application.**

T.A NKELE

ACTING JUDGE OF THE HIGH COURT

APPEARANCES

For the APPLICANT : Ms. L. Magadlela

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Matter heard on	:	**07 MAY 2026**
Judgment delivered on	:	**09 JUNE 2026**