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IN THE HIGH COURT OF SOUTH AFRICA

GAUTENG DIVISION, PRETORIA

CASE NO: 126757/26

(1) REPORTABLE: NO

(2) OF INTEREST TO OTHER JUDGES: NO

(3) REVISED: YES

DATE 15 JUNE 2026

SIGNATURE

In the matter between:

**CHRISTOFFEL JACOBUS VERSTER**

Applicant

and

**METROPOLITAN MUNICIPALITY OF TSHWANE**

Respondent

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**NEUKIRCHER J:**

1] This urgent application seeks, as its essence, to stop the respondent's imposition of credit control measures pending the resolution of the formal dispute declared<sup>1</sup> (the dispute) by the applicant, and to restore the applicant's electricity supply pending the resolution of that dispute.

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<sup>1</sup> In terms of s95(f) as read with s102(2) of the Municipal Systems Act 28 of 2026 (the Act)

2] It is to be noted that the respondent has acknowledged receipt of the dispute that was lodged but refused to give any undertaking that credit control measures would not be implemented by it pending the resolution of the dispute. In fact, and to underscore the respondent's stance, two days earlier, it had given the applicant a pre-termination notice in respect of water services which then gave rise to the present application.

3] The urgent application is opposed as the respondent has taken several points *in limine* which I will deal with in due course.

#### *Background*

4] The applicant, his wife, his son, his daughter-in-law and 3-month-old grandchild all live at the subdivided property at 2[...] and 2[...] R[...] Street, La Montagne, Pretoria (the property). Each property has a separately installed pre-paid electricity meter and to receive electricity supply from the respondent, the applicant purchases electricity tokens and then inputs the number received in respect of those tokens into the electricity meter. For the reasons set out below, since 13 March 2026, the applicant and his family have been without electricity. This is common cause.

5] On 13 March 2026, employees (or someone contracted by) of the respondent removed the pre-paid meters in respect of the property from the external meter box.

6] According to the single job card left<sup>2</sup> by respondent's technicians:

"Meter found bridged

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<sup>2</sup> This even though two meters were removed

Meter...removed – load tamper fee.”

7] The fine loaded by the respondent was R73 000. WhatsApp discussions between the applicant and one “Terence” – ostensibly from the respondent – indicate that if the applicant pays him an amount of R7000, he will delete the fine of R73 000 from the system and install a new meter on the basis that the old meter was faulty (ie he would remove the tampering allegation). It is noted that the respondent denies that any “Terence” is an employee.

8] In any event, after receiving no meaningful assistance from the respondent, and being sent from pillar to post by them, in an effort to resolve the issue the applicant eventually employed his own electrician who conducted an inspection of the wiring left behind by the respondent after they had removed the meters. The expert found no bridge jumper had been installed and the allegations of tampering therefore appeared to be unfounded. But the applicant still had no explanation from the respondent for its conduct.

9] In the meantime, the applicant had found out that he was required to pay a fine in respect of each meter:

- a) R30 423-25 – first time tampering charge for a single-phase power supply;
- b) R3 633-50 - punitive consumption charge per month for the period during which consumption was allegedly not recorded by the metering device.<sup>3</sup>

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<sup>3</sup> Which was allegedly a period of 3 months

10] Despite several enquiries made by the applicant and his attorneys, the reason for the allegations and the fines were never communicated.

11] On 17 March 2026 the applicant's attorney sent a letter to various of the respondent's departments, including the disputes department and the credit control department. The letter sets out the background to the matter and records the following requests:

- a. Immediately reconnect the electrical meters to our client's properties;
- b. Provide our client with the following information:
  - i. Full names of the technician and/or contractor, who removed the meters;
  - ii. A detailed report from the technician and/or contractor who signed the relevant job card(s);<sup>4</sup>
  - iii. The reason for the technical inspection...;
  - iv. Confirmation by the technician whether the crimped locks were intact upon arrival at the property;
  - v. Proof from the Municipality's system indicating that our client's meters did not record consumption for a period of three months..;
  - vi. Reasons for the conclusion of tampering drawn and for the adverse administrative action taken against our client. (my emphasis)<sup>5</sup>

12] Although the applicant received an automated reply from the respondent's disputes department, on 17 March 2026 a "not read" receipt was received from the

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<sup>4</sup> Especially since the respondent denied that Terence was employed by them

<sup>5</sup> I.e. a S5 PAJA request for reasons

credit department which clearly states that the email “was deleted without being read on Tuesday March 17, 2026 at 9:36AM...”

13] Once again, applicants were subsequently sent from pillar to post by the various departments within the respondent and no response to the request set out in paragraph 11 supra was provided. In fact, none of the applicant’s requests were attended to.

14] As a result, on 19 March 2026, the applicant filed an urgent application. In this, he sought an order that the respondent was to restore the pre-paid meters and electricity supply to the property, and to compel the respondent to respond to the applicant’s request for reasons. On 31 March 2026, Mngqibisa-Thusi J granted an order<sup>6</sup> that the respondent was to re-connect the applicant’s pre-paid electricity meters within four hours of service of the order.

15] By 15h30 on 1 April 2026, the respondent had failed to comply with this order and instead filed a notice of set down in terms of Rule 6(12)(c) for the reconsideration of the order. On 22 April 2026, van der Westhuizen J granted the following order<sup>7</sup>:

“The order of justice Mngqibisi-Thusi made on 31 March 2026...is varied and substituted by this order:

1. ...

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<sup>6</sup> The March 2026 order

<sup>7</sup> The April 2026 order

2. The parties are directed to approach the registrar for the enrolment of the main application<sup>8</sup> on or before 14 May 2026.
3. ...
4. ...
5. ...
6. Pending the determination of the main application on the opposed motion roll the Municipality of Tshwane is to install a pre-paid electricity meter at 2[...] and 2[...] R[...] Street, La Montage, Pretoria before 20 April 2026. This reconnection is subject to what will be determined in the main application.”

16] It is common cause that the respondent re-installed the two pre-paid meter boxes, albeit after the deadline. It is also common cause that they did not reconnect the electricity supply and when the applicant attempted to load pre-paid tokens, he was met with the following message “No token due to utility charges.”

17] From 4 May 2026 until 25 May 2026 the applicant’s attorney wrote approximately five letters to the respondent. Only on 13 May 2026 was an acknowledgment sent that the correspondence was received and that the respondent was “attending” to the issue and would “revert in due course”. It never did.

18] On 26 May 2026 the respondent proceeded to issue the applicant a 14-day pre-termination notice in respect of the remainder of the applicant’s services ie water. This is even though the respondent knew the main application was still pending.

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<sup>8</sup> Ie the one of 19 March 2026

Thus, it was clear that the respondent was intent upon proceeding with credit control measures despite the pending court proceedings.

19] Having now had the benefit of the respondent's response in the application and now having received their accounts which reflected that the charges were in respect of meter tampering, the applicant lodged a formal dispute in terms of s95(f) and 102(2) of the Act on 28 May 2026. The respondent acknowledged receipt of the formal dispute on the same date. It is common cause that the dispute has yet to be finalised.

20] The respondent's conduct on 26 May 2026 resulted in a letter from the applicant's attorney dated 29 May 2026 in which an undertaking was sought that the threatened credit control measures would not be implemented failing which this application would result – none was received. On 2 June 2026 this application was launched.

21] In the present application the applicant sets out the background to the matter, details the orders that have been given and the alleged non-compliance with those orders. He also sets out the facts that arose subsequent to the April 2026 order, and which gave rise to the present application ie the pre-termination notice and the lodgement of the dispute in terms of the Act. The applicant then sets out the facts upon which he bases the interim interdict sought. I will deal with these in due course.

*The respondent*

22] The respondent attacks the application on several fronts: it raises three points *in limine* and then it attacks the application on its merits.

*Urgency*

23] The respondent argues that the applicant has created his own urgency: it alleges that he has been without electricity since 13 March 2026 and yet only launches this application on 2 June 2026. It alleges that any urgency has been self-created. It also alleges that the application is disingenuous as the applicant in fact has electricity – he has the benefit of a solar system and a generator. The inference is that the applicant therefore does not require electricity from the respondent and thus the application is not urgent.

*Lis pendens*

24] The respondent then alleges that the applicant has already brought an application based on the present facts and has sought substantially the same relief in the April 2026 application. It argues that that application is still pending and therefore the applicant is precluded from seeking similar relief before this court. It argues that where the applicant alleges that the respondent did not comply with the April 2026 order, it should have brought contempt proceedings – which it alleges would have failed as the respondent complied with the April 2026 order when the meters were re-installed.

*Internal remedy*

25] The respondent argues that the essence of this application is whether the

meters were tampered with; whether tampering charges were lawfully imposed and whether the respondent's officials correctly applied the applicable tariff. It argues that where a customer disputes the imposition of a tampering charge, they must lodge a formal dispute with the Municipality in terms of the prescribed dispute resolution mechanism. Only after these remedies have been exhausted can the applicant launch review proceedings. Until then, the applicant is precluded from approaching a court as any relief sought would be an attempt to bypass the statutory framework and would be an impermissible encroachment by the court on the separation of powers principle.

*The April 2026 order*

26] The respondent further argues that the April 2026 did not order it to restore the applicant's electricity supply – it simply ordered it to re-install the pre-paid meters, which it has done.

27] But if this argument were to succeed, there would be absolutely no purpose whatsoever to order the re-installation of the meters if the reconnection was not a concomitant intention. It would effectively render the order a *brutum fulmen*.

28] In *Natal Joint Municipal Pension Fund v Endumeni Municipality*<sup>9</sup>, Wallis JA stated:

“[18] ... The present state of the law can be expressed as follows. Interpretation is the 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 a whole

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<sup>9</sup> 2012 (4) SA 593 (SCA)

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 these 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 actually 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 point of 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.

[19] All this is consistent with the 'emerging trend in statutory construction'. It clearly adopts as the proper approach to the interpretation of documents the second of the two possible approaches mentioned by Schreiner JA in *Jaga v Dönges NO and another*, namely that from the outset one considers the context and the language together, with neither predominating over the other..."<sup>10</sup>

29] In *Electoral Commission v Mhlope and Others*<sup>11</sup> it was confirmed that these principles equally apply to the interpretation of court orders.

30] In my view, the April 2026 order envisages the reconnection of the electricity supply pending the outcome of the main proceedings. The last sentence of

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<sup>10</sup> Case references excluded

<sup>11</sup> 2016 (5) SA 1 (CC) para 23

paragraph 6 of the order reads that “This reconnection<sup>12</sup> is subject to what will be determined in the main application.” In other words, there is to be a reconnection. Had the order read “the reconnection” of “any reconnection” I would have had to agree with the respondent that reconnection was not envisaged by van der Westhuizen J at the time and that it would be dependent on the outcome of the main application. But then, as I have said, what would be point in re-installing the electricity meters?

31] In my view, one cannot break the order up into parts to suit a particular interpretation. In any event, the end of the day, the interpretation has become a side issue: the applicant has argued that the whole purpose of the main application was to get reasons from the respondent in terms of s5 of PAJA. As that has now been provided, the main application serves no further purpose.

32] I must also consider the issue of whether the applicant has made out a case for an interim interdict on the new facts that have transpired since early May 2026.

*Consideration of whether the interim interdict should be granted and the respondent's points in limine*

*Ad: Urgency*

33] This is the third in a series of applications in which the applicant has already been granted two orders from two judges in the urgent court. It is common cause that the respondent has yet to reconnect the electricity supply. The fact that the applicant has been without electricity since 13 March 2026 does not assist the

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<sup>12</sup> My emphasis

respondent as it is the cause of the conundrum in which the applicant and his family find themselves at present. The fact that they have other means of electricity production also does not assist the respondent. It is bound to provide the applicant with electricity: where it alleges that the applicant tampered with the meters, and a dispute has been lodged, its own dispute resolution mechanism provides that it must continue to provide services, and the applicant must pay for present consumption until the dispute has been adjudicated. In my view, two previous courts have already found that, on similar background facts, the applications warranted an urgent hearing. Where the applicant and his family are now faced with the termination of water based on credit control mechanisms in the face of a pending declared dispute, the urgency has been compounded by the actions of the respondent. The application is urgent.

*Ad: lis pendens*

34] This argument must similarly fail. I have already set out the facts that led to this application and upon which this application is based. That relief is not *lis pendens* as it arose after the April 2026 order. In this application, the applicant essentially seeks to interdict the credit control measures imposed by the respondent on 26 May 2026 and restore the electricity supply until his dispute is adjudicated in terms of the Act.

35] In my view, the applicant does not need to bring contempt proceedings in these circumstances - given the change in circumstances since the April 2026 order, the point of *lis pendens* must fail.

*Ad: Dispute mechanism*

36] This argument similarly has no merit. The applicant has indeed lodged a formal dispute in terms of the Act – this was conceded by the respondent. It is common cause that the dispute has yet to be resolved. It therefore means that the applicant is following the internal remedy provided to him in terms of the Act. There is no attempt by the applicant to bypass a statutory framework: he simply seeks the restoration of his services pending resolution of that dispute. To argue that he is not entitled to an interdict or that the court would be overstepping its bounds to grant one, fundamentally misunderstands the proceedings. It also begs the question of how a court, in any matter, can grant interim interdicts pending resolution of the final disputes between the parties which it regularly does if the requirements for interim relief are met.

37] The purpose of any interdict against the respondent would be to restore the *status quo ante* pending the outcome of the dispute procedure lodged under the Act. That would be all. The applicant has, in any event, tendered to pay all current consumption charges and there can therefore be no prejudice whatsoever to the respondent. The only issue that remains between the parties is the resolution of the disputed R73 000 tampering charge.

38] I therefore disagree with the respondent's argument that the essence of this application is whether the meters were tampered with; whether tampering charges were lawfully imposed and whether the respondent's officials correctly applied the applicable tariff. The essence of this application is whether the applicant has made

out a case for the interim interdict he seeks. This court cannot pre-determine the outcome of the dispute lodged. That must take its course. It is for this reason that the supplementary affidavit of the respondent's expert that deals with the tampering issue – and which was only filed after the replying affidavit was filed which meant the applicant had no chance to deal with it – is not of overriding consideration. That evidence, together with the evidence of the applicant's expert, can be put before the body that considers the dispute lodged and must be considered as part of the conspectus of evidence placed before it to determine the outcome of the applicant's dispute.

*Ad: interim interdict*

39] By now, the requirements for an interim interdict are trite and I do not intend to enumerate them. Insofar as the prima facie right if open to some doubt, is concerned, the applicant has a right to have his dispute adjudicated in terms of the provisions of the Act. He also has a right that credit control measures are not taken to pre-empt the outcome of that decision. This is an important part of *audi* principle.

40] Both the balance of convenience and the irreparable harm elements favour the applicant's case: there are 4 adults and a 3-month-old baby living on the property. It is not disputed (with any form of proof) that prior to the removal of the meters, the applicant had not met his obligations towards the respondent – ie he had paid all invoices rendered and was not in arrears with any accounts. It is also common cause that the sole cause of the issue is the levying of the R73 000 fine.

41] The applicants admit that, for a portion of the day, they can make use of the solar power and generator, but they state that this is not for the entire 24-hour period. This is an issue, especially with a 3-month-old baby to care for. The potential interruption of the water supply would have disastrous consequences – they would be unable to cook, clean, boil bottles, flush toilets to name a few issues. The harm would be thus ongoing and irreparable.

42] The balance of convenience similarly favours them, especially in circumstances where the applicant had tendered to continue paying for present consumption of all services ie water and electricity. There is thus no prejudice to the respondent whatsoever.

43] The applicant has no other suitable remedy available – he is following the internal remedy available to him under the Act. Pending the resolution of that, and short of the interdict, he is left without recourse.

44] In my view the applicant has made out a proper case for the relief sought.

#### *Costs*

45] The applicant argues that the respondent's conduct has been malicious, vexatious and *mala fide* especially in the circumstances where two orders have already been granted against it and where it has failed to comply in full with the order of April 2026.

46] Whilst I am perturbed by the respondent's conduct, I cannot say that its conduct is *mala fide* as it appears to be based on a misinterpretation of the April 2026 order. Whether that is a deliberate misinterpretation or a genuine misinterpretation is not an issue which can be resolved on these papers. I am however of the view that costs should follow the result and should be taxable in accordance with Scale B.

### *Order*

1. The respondent is interdicted and restrained from discontinuing, restricting, terminating and/or in any manner interfering with all the municipal services supplied to 2[...] and 2[...] R[...] Street, La Montagne, Pretoria (the property) held under account numbers 5[...] and 2[...], pending the finalisation of the dispute lodged in terms of the Municipal Systems Act 32 of 2000 (the dispute).
2. The applicant is ordered to continue to make payment of all undisputed amounts due and payable in respect of present and ongoing consumption of water and electricity to the property, excluding the disputed amounts and any interest on the disputed amount.
3. The applicant is authorised, in the event that the respondent fails to comply with the order set out in paragraph 1 supra, to appoint a suitable qualified contractor or expert to restore the municipal services, and to recover the costs thereof from the respondent.
4. The respondent is directed to take all necessary steps to forthwith ensure that, pending the finalisation of the dispute lodged, the applicant's electricity supply is fully restored by remove any block, restriction or limitation placed on the applicant's pre-paid electricity meters.

5. The respondent is ordered to enable the applicant's pre-paid electricity meters so that they are able to generate and accept electricity tokens purchased by the applicant in the ordinary course.
6. The respondent is ordered not to appropriate or allocate any purchased electricity tokens towards payment of the disputed amount.
7. The respondent is ordered to pay the costs of this application, which costs are to be taxed in accordance with Scale B.

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**B NEUKIRCHER**  
**JUDGE OF THE HIGH COURT**  
**GAUTENG DIVISION, PRETORIA**

This judgment was prepared and authored by the judge whose name is reflected and is handed down electronically by circulation to the parties/their legal representatives by email and by uploading it to the electronic file of this matter on CaseLines. The date for hand-down is deemed to be 15 June 2026.

For the appellant	:	Adv Boucher
Instructed by	:	Taute, Boucher & Cilliers Inc
For the first respondent	:	Adv Kwindu
Instructed by	:	JL Raphiri Attorneys
Matter heard on	:	10 June 2026
Judgment date	:	15 June 2026