

REPUBLIC OF SOUTH AFRICA



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

Case Number: 2024-036398

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

31 August 2026
DATE


SIGNATURE

In the matter between:

B & B MEDIA (PTY) LTD

Applicant

And

**CITY OF JOHANNESBURG METROPOLITAN
MUNICIPALITY**

First Respondent

CITY POWER JOHANNESBURG (PTY) LIMITED

Second Respondent

JUDGMENT

VETTER, AJ

A. INTRODUCTION

- [1] The applicant operates the Monarch Hotel at 167A Oxford Service Road, Rosebank. In February 2022 it told the City that its electricity account was wrong and asked the City to investigate. Four and a half years later it still has no answer.
- [2] In prayer 1 of the amended notice of motion the applicant asked me to declare its own calculation of the account to be correct and to substitute that calculation for the City's. At the hearing it abandoned that relief. It persisted in prayers 2, 3 and 4, which seek the replacement of meter 98368908, the provision of the meter consumption data, and billing on actual consumption at the applicable tariff. Prayer 5 is costs, and prayer 6 is further and alternative relief.
- [3] I refuse the relief in prayers 2, 3 and 4. Under prayer 6, I order the City to procure that its City Manager determines the appeal that has been pending since April 2025, and that it thereafter delivers a revised statement of account, with the records relied upon, in terms which allow the applicant to check the determination. The City pays the costs of the application on scale B.
- [4] At the outset, I record what this judgment does not decide. I do not decide what the correct historic account is, which tariff applies, whether meter 98368908 is defective, or whether the applicant has been overcharged. Those questions require technical and accounting evidence which is not before me, and they are in the first instance for the City to answer. What the applicant is entitled to is not my answer to them but the City's.

B. THE ISSUES

- [5] Three questions arise.
- [6] First, should the further affidavits and the late heads of argument be received? If they are not, the application falls to be decided on materially incomplete papers, and in particular without knowing what the City now says is owing.

[7] Second, did the applicant lodge a query or complaint which the City was obliged to investigate and determine, and does it remain undetermined? If it does not, the application goes no further.

[8] Third, if the complaint remains undetermined, what relief is competent? The applicant asks me to order the replacement of the meter and to fix the basis of billing. The City says that nothing is owing and that the matter is moot.

C. SHOULD THE FURTHER AFFIDAVITS AND LATE HEADS BE RECEIVED?

[9] The City's answering affidavit was delivered substantially late, and the applicant has answered it. Refusing condonation would not advance finality and would leave the City's version out of account without any corresponding benefit. I condone the late delivery and admit the affidavit.

[10] The applicant's supplementary affidavits of 23 July 2025 and 31 July 2026 record the escalation to the City Manager and place later invoices and comparative material before me. Each acknowledges that leave is required. Their admission is fair as the City has had notice and has answered the later material. Admission does not establish the correctness of the applicant's calculation, and I record that in the order.

[11] The City's supplementary affidavit and heads of argument were delivered immediately before the hearing. The affidavit introduces the City's contention that no historic amount is owing, and it would be artificial to decide the matter on a state of the account which the City no longer asserts. I receive them, together with the late heads. The unexplained lateness remains relevant to costs.

D. THE SCHEME

[12] Section 95 of the Local Government: Municipal Systems Act 32 of 2000 requires a municipality, in relation to the levying of rates and other taxes and the charging of fees for municipal services and within its financial and administrative capacity, to do a number of things. Four matter here. Where consumption has to be measured, it must take reasonable steps to ensure that consumption by individual users is measured through accurate and verifiable metering systems.

It must ensure that persons liable for payment receive regular and accurate accounts indicating the basis for calculating the amounts due. It must provide accessible mechanisms for those persons to query or verify accounts and metered consumption, and appeal procedures allowing them to receive prompt redress for inaccurate accounts. And it must provide accessible mechanisms for dealing with complaints, together with prompt replies and corrective action.¹

[13] The duty is qualified by the words “within its financial and administrative capacity”. The City has not suggested that it lacks the capacity to investigate this complaint, and on the papers, it plainly does not lack it.

[14] The City gives effect to those duties through its Credit Control and Debt Collection Policy. A customer who disputes the correctness of an account lodges a query, and if the query is not resolved to the customer’s satisfaction within thirty days the customer may declare a dispute in writing. The City will investigate the query or dispute and advise the customer of the result, and if the query is found to have been correct it will adjust the account accordingly. If, after ninety days from when the query was logged, the query or dispute has not been resolved to the customer’s satisfaction, the customer may either appeal the decision made, or the failure to make a decision to the City Manager in terms of section 62 of the Act or refer the matter to the City’s Ombudsman.²

[15] This division has considered that scheme at least twice, in terms that govern this case. In *Body Corporate of Willow and Aloe Grove v City of Johannesburg* Fisher J held that the customer must frame the query or complaint sensibly, so that the basis on which a charge is questioned is understandable; that the municipality must engage with it efficiently and intelligently, with the object of a determination which either resolves the complaint or allows for further engagement with it; and that the municipality must inform the customer in writing of its decision, in terms

¹Section 95(d) to (g) of the Local Government: Municipal Systems Act 32 of 2000.

²Clauses 16.1 to 16.5 of the City of Johannesburg Credit Control and Debt Collection Policy Review: June 2022. As to a clause 16.5 appeal, see *Webster and Others NNO v City of Johannesburg Metropolitan Municipality* (2021/26601) [2025] ZAGPJHC 383 (7 April 2025) at paras 3 and 9.

which have cogency and are directed to the dispute at hand.³ In *Webster* those principles were applied to a clause 16.5 appeal which the City Manager had ignored.⁴

[16] Two limits follow from the same authorities, and they cut against the applicant. The court's function is not to resolve the dispute; it is to see that the parties' respective rights are fairly accommodated within the municipality's internal procedures and the law. To order the municipality to rectify the account, or to prescribe to it how to do so, would be an impermissible incursion into the contract between the parties and an impermissible interference with decisions the municipality must take.⁵

[17] I put those limits no higher than the cases put them, and no higher than this record requires. They do not mean that a court can never determine what is owing on a municipal account. Where a customer places a properly proved calculation before the court, and the facts underlying it are not in dispute, different considerations may arise. This is not such a case. The applicant abandoned the relief which would have required that proof, and the technical and accounting evidence is absent.

E. WAS A COMPLAINT LODGED, AND DOES IT REMAIN UNDETERMINED

[18] On 10 February 2022 the applicant logged an electricity consumption query under account number 556666785. It disputed the KVA charges and the recorded consumption and asked City Power for a download of the meter readings. In the accompanying written complaint, the applicant's attorney identified the premises and meter 98368908, recorded that consumption and the KVA charges were excessive and incorrectly determined, and requested the meter's CSV data, rectification of the KVA charges and a 36-month rerun of the bill.

³*Body Corporate of Willow and Aloe Grove v City of Johannesburg* (41604/2020; 13541/2022) [2023] ZAGPJHC 1451 (11 December 2023) at paras 81 to 83.

⁴*Webster* above n 2 at paras 11 and 12.

⁵*Willow and Aloe Grove* above n 3 at paras 93 and 95; *Webster* above n 2 at paras 11(f), 13 and 19.

- [19] That is not a general expression of dissatisfaction. It identified the service, the account, the meter, the charges challenged and the information needed to test them. It is a complaint framed as *Willow and Aloe Grove* require. Nor was it, as the City characterised it, an application for a different tariff. The complaint was that consumption, and the KVA charges had been incorrectly determined on the tariff that applied.
- [20] The papers show why a complaint of that kind called for investigation rather than a form response. The February 2024 invoice records register 1 advancing from 3 528 945 to 3 936 231, which is 407 286 kWh, during the 31-day reading period from 2 January to 1 February 2024, and electricity charges of R 1 208 222.88 for that period. The February 2025 invoice records arrears of R 4 410 980.07, while the principal energy registers on that same invoice are marked as estimated readings. A customer who asks how those figures were arrived at is asking a question the City is obliged to answer.
- [21] The applicant escalated the matter on 7 April 2025. Its letter was addressed to the City Manager, referred to the unresolved billing dispute, invoked clause 16.5.1 of the Policy and incorporated the papers in this application as the grounds of appeal. The ninety days contemplated by clause 16.5 had long since passed.
- [22] The City's answering affidavit maintained that the applicant had been billed correctly, on actual readings and the applicable tariff; that it had not pursued a tariff change process; that the complaint did not found a valid billing dispute; and that R 4 410 980.07 was owing. Its supplementary affidavit takes a materially different position and says that all charges from 2020 have been paid, nothing is owing, and the June 2026 invoice reflects no aged arrears and a current balance of R 21 324.51.
- [23] The City says that this makes the application moot. I do not agree, and the reason matters. An arrear of R 4 410 980.07 has disappeared from the account, and the City has not explained how. It does not identify the reversals, credits, payments, adjustments, interest treatment or recalculation that produced the change. A customer who complained that his account was wrong, and who is later told that the account is now nil, has not received an answer to his complaint.

He has received a different account. A nil balance is not a determination; it is a figure, and the applicant is entitled to know how it was reached and whether what it paid along the way was correctly charged. As Fisher J put it, a recalculated account which gives no information pertaining to the dispute at hand is unhelpful.⁶

[24] The position, then, is that a query was lodged in February 2022 and an appeal in April 2025, and that neither has been determined. It has not been suggested that the City investigated the query, informed the applicant in writing of any decision, or decided the appeal.

F. WHAT RELIEF IS COMPETENT?

[25] The applicant asks me to declare meter 98368908 defective and to order its replacement, to order the provision of the meter consumption data, and to order that it be billed on actual consumption at the applicable tariff. I cannot grant that relief on the present papers. To do so would require me to determine technical and accounting questions which the City has not yet investigated and decided. I need not decide whether a different and properly supported application, brought after that process has been completed, could justify different relief.

[26] The comparison on which the applicant principally relies, between the February 2024 consumption figure and later meter entries, raises a question. It does not answer it. A discrepancy between readings may be explained by a defective meter, by an incorrect multiplier, by estimated readings subsequently corrected, or by a change in consumption, and the comparison itself does not tell me which. The applicant's *check meter* material is in the same position. It is a reason to investigate, not a substitute for the investigation. To declare the meter defective, or to fix the basis of billing, would be to decide the very questions the investigation is meant to answer.

[27] The City says that it has already supplied the meter readings, and a schedule of readings is indeed annexed to the answering affidavit. That is not an answer.

⁶ *Willow and Aloe Grove* above n 3 at paras 89 and 90.

Readings show what the meter recorded. They do not show that the charges raised on those readings were correctly calculated, and they say nothing about how an arrear of R 4 410 980.07 came to disappear from the account.

[28] Nor am I assisted by the fact that the City's deponents have access to its systems. The municipality has specialist employees with accounting expertise and knowledge of the workings of its information systems, and it is those officials who are in a position to investigate a dispute of this kind. The court is not in that position; it usually cannot determine such disputes and does not have the jurisdiction to do so.⁷

[29] It does not follow that the applicant is without a remedy. There is a difference between deciding the account and directing the process by which the account is to be decided. The first is beyond me on this record. The second is squarely within the court's function. A court may order that the internal remedies be employed.⁸ The internal remedy here is the appeal which the applicant lodged on 7 April 2025, and which has never been decided. That is the appropriate process under the Policy, and it is what the order below is directed at.

[30] The source of the right of appeal should be identified precisely. Section 62(1) of the Act confers a right of appeal against a decision taken under a delegated power. What the applicant appealed against was the absence of a decision. It is clause 16.5.1 of the Policy that confers that right, and it does so in terms which invoke section 62. The Policy is therefore the source of the right, and section 62 supplies the procedure by which the appeal is to be dealt with, including the periods in section 62(5).

[31] *Webster* is direct authority for the form of the order. The City was ordered there to procure that the City Manager consider the appeal, commence with it within six weeks, decide it within a reasonable period and notify the applicant in writing; and thereafter to revise the statement of account and deliver an adjusted statement with notations and explanations sufficient to allow the applicant to

⁷ *Willow and Aloe Grove* above n 3 at paras 92 and 93.

⁸ *Willow and Aloe Grove* above n 3 at para 96; *Webster* above n 2 at paras 13 to 15.

check that the decision had been correctly incorporated.⁹ I make an order in substantially that form, and I include, as was done there, leave to return to this Court if the decision or the adjusted statement is disputed or the order is not complied with.¹⁰ What is a reasonable period for the purposes of section 62(5) is measured against the history, and the history here is that this complaint has been outstanding since February 2022 and the appeal since April 2025. A reasonable period in those circumstances is a short one, and I fix an outer limit of 90 days so that the order is capable of being enforced.

[32] One further direction is necessary, and I should explain why it is not the grant of prayer 3 by another route. Prayer 3 seeks the meter consumption data as free-standing relief, and I refuse it. The applicant is not entitled to an order for production simply because it wants the data. But an adjusted statement which the applicant cannot test is of no use to anyone, and the whole purpose of the order in *Webster* was that the customer should be able to check the result. A determination that identifies the readings and records relied upon, without producing them, leaves the applicant exactly where it started. I therefore direct that the adjusted statement be accompanied by the meter consumption data and the technical records actually relied upon in reaching the determination. That is an incident of making the decision intelligible, and it is limited to what the City Manager in fact uses.

G. COSTS

[33] The applicant abandoned its principal claim for substitution of its calculation, and it does not obtain prayers 2, 3 and 4. It nevertheless succeeds on the material question that the City must determine the appeal and explain the historic account. Costs follow that result.

[34] I do not make a punitive costs order. The applicant did not achieve its principal relief; the City's late material bears on what is now said to be owing, and I have admitted it; and the order I make differs materially from the relief originally sought.

⁹ *Webster* above n 2, order paras A(a) and A(b).

¹⁰ *Webster* above n 2, order para B.

Those considerations do not excuse the City's procedural defaults, but they do not justify an order beyond the party and party scale.

[35] The scale of the costs remains to be fixed. The matter required consideration of an extensive motion record, including multiple supplementary affidavits and a substantial body of municipal account and meter material, and of the interaction between the Municipal Systems Act, the City's Policy, the pending appeal to the City Manager and the relief which a court may competently grant. The costs are accordingly awarded on scale B.

H. ORDER

[36] I make the following order:

1. The late delivery of the respondents' answering affidavit is condoned and the affidavit is admitted.
2. The applicant's supplementary affidavits dated 23 July 2025, and 31 July 2026 are admitted. Their admission is not a finding that the applicant's comparative calculation is correct.
3. The respondents' supplementary answering affidavit and late heads of argument are admitted.
4. The relief sought in prayers 2, 3 and 4 of the amended notice of motion is refused.
5. The first respondent is ordered to procure that its City Manager considers the appeal lodged by the applicant on 7 April 2025 under clause 16.5.1 of the City of Johannesburg Credit Control and Debt Collection Policy Review: June 2022, read with section 62 of the Local Government: Municipal Systems Act 32 of 2000, and decides the appeal and notifies the applicant in writing of the decision, within 90 calendar days of the date of this order.
6. Before deciding the appeal, the City Manager may obtain such technical and other assistance as the City Manager considers necessary, but the decision shall be that of the City Manager and shall be given in writing.

7. The decision shall address the applicant's billing complaint for the period 1 October 2021 to 26 August 2026 and shall —
 - (a) address the applicant's complaints concerning electricity consumption, the KVA charges, meter 98368908 and the application of the tariff;
 - (b) identify the tariff or tariffs, registers, readings, estimates, multiplier factors and data relied upon; and
 - (c) state whether meter 98368908 requires replacement, and the technical reasons for that conclusion.
8. Based on the decision of the City Manager, the first respondent shall revise the applicant's statement of account and shall deliver to the applicant, within 10 calendar days of the decision —
 - (a) an adjusted statement of account for the period referred to in paragraph 7, recording the original debits, reversals, credits, payments, interest and penalty adjustments, recalculated charges and final balance, with notations and explanations sufficient to allow the applicant to check that the decision has been correctly incorporated into the statement; and
 - (b) the meter consumption data and the inspection, configuration, testing, calibration and maintenance records actually relied upon in reaching the decision.
9. Should the applicant dispute the decision of the City Manager or the adjusted statement of account, or should the first respondent fail to comply with paragraphs 5 to 8, the applicant is given leave to apply to this Court on these papers, duly supplemented and on notice, for appropriate relief.
10. The first respondent is ordered to pay the applicant's costs of the application on scale B.

VETTER AJ

**ACTING JUDGE OF THE HIGH COURT
JOHANNESBURG**

Appearances

For the Applicant: Mr M Cajee
Instructed by: Hajibey Bhyat Mayet & Stein Inc

For the Respondents: Mr E N Sithole
Instructed by: Phungo Incorporated

Date of hearing: 24 August 2026

Date of judgment: 31 August 2026

This Judgment is handed down electronically by circulation to the parties' legal representatives by email and publication on CaseLines and SAFLII. The date for the handing down is deemed 31 August 2026.