IN THE HIGH COURT OF SOUTH AFRICA

NORTH WEST DIVISION – MAHIKENG

CASE NO : 514/2025

Reportable: YES / **NO**

Circulate to Judges: YES / **NO**

Circulate to Magistrates: YES / **NO**

Circulate to Regional Magistrates: YES / **NO**

In the matter between:

IDEAL PREPAID (PTY) LTD	**APPLICANT**
KGETLENGRIVIER LOCAL MUNICIPALITY	**FIRST RESPONDENT**
MUNICIPAL MANAGER (KGETLENGRIVIER LOCAL MUNICIPALITY)	**SECOND RESPONDENT**

ORDER

1. The non-compliance with the rules relating to service, notice and time periods are condoned and the application is heard by way of urgency in terms of the provisions of Uniform Rule 6(12).

2. The First Respondent is directed to present a report to Applicant within 48 hours from this order pertaining to Smart Prepaid meters, supplied by Applicant and administered or vended in Koster and Swartruggens (hereinafter referred to as the " Applicant's meters) removed in January and February 2025, reflecting the following information: the quantum (total) serial numbers of meters so removed, addresses from which removed, together with the surplus or reserve prepaid electricity recorded on the respective meters.

3. The First Respondent, directly or via any of its subcontractors is interdicted from removing any of Applicant's meters in Koster and Swartruggens.

4. The order set out above to serve as interim order with immediate effect pending-

    4.1 An action to be instituted by the Applicant for the confirmation of its agreements with the First Respondent in respect of its meters, or

    4.2 The review of the First Respondent's cancellation of the agreement(s) with Applicant (to the extent that First Respondent holds the view that the agreement(s) between the Applicant and First Respondent was/were cancelled): and

    4.3 The review of the appointment of any other different service provider for the replacement of Applicant's meters and fending of prepaid electricity in the Applicant's stead (to the extent that First Respondent holds the view that another service provider was appointed to replace the applicant).

5. The interim order will lapse if and to the extent that:

5.1 Applicant fails to institute action against the First Respondent within 60 days from the date of the order (or such time determined by Court) for the enforcement of its alleged contractual rights vis-à-vis the First Respondent: or

5.2 Applicant fails to institute review proceedings for the cancellation of the agreement with Applicant, alternatively for the appointment of a new service provider within 60 days of the date of the order (or such time determined by Court).

6. The First Respondent, alternatively the Respondents jointly and severally are ordered to pay the Applicant's costs of this application, together with costs consequent upon the employment of two counsel on an attorney and client scale, alternatively Scale C.

7. If the applicant fails to issue process within 60 days from the order (or time period set by court), as directed above, the aforesaid costs order will lapse and the Applicant will be directed to pay the costs of the application.

JUDGMENT

REDDY J

Introduction

[1] On **7 March 2025**, two Notices were placed simultaneously before me. The first Notice requested urgent reasons for an order handed in urgent court on 25 February 2025 which were to be delivered no later than Monday **3 March 2025**. The second was a Notice of Application for leave to appeal. For purposes of concision, I will refer to the parties as in the main application. It is logical that the reasons that underpin the order be first elucidated.

The parties

[2] The applicant is Ideal Prepaid (Pty) Ltd, a profit company as described in s8 of the Companies Act 71 of 2008, duly registered and incorporated as such in terms of the laws of the Republic of South Africa. The first respondent is Kgetlengrivier Local Municipality, a local municipality duly established in terms of section 12 of the Municipal Structures Act 117 of 1998. The second respondent is Mr Andrew Pholose, the acting municipal manager of the first respondent. The application was opposed by both respondents.

The version of the applicant

[3] The applicant entered into several agreements with the first respondent which were all concluded in writing with both parties duly represented signed at Sandton alternatively at Koster. These included a Project Management Agreement, Right of Action in Favour of Continuing Financiers, Finance Term Sheet, Equipment Rental Agreement, Option for Equipment Purchase and a Comptroller Agreement.

[4] On 6 January 2017, the then Municipal Manager confirmed the appointment of the applicant. Moreover, the applicant was permitted to intercede with Eskom in consultation in all matters relating the first respondent's debt with Eskom. Towards this end, the applicant was proactive to the extent that first respondent's debt lessened. The decrease in the first respondent's debt was founded on a rudimentary structure. Simply put, the current account of the first respondent with Eskom was to be liquidated, whilst excess funds would be allocated to its historical debt.

[5] By 3 March 2017, the first respondent's outstanding debt with Eskom was R 16 415 976.85. On 20 April 2017, the first respondent ostensibly began to interfere with schedules of collected revenue. Notwithstanding having been cautioned of the detrimental nature of this financial conduct, the first respondent continued with its request that funds collected through the prepaid system be diverted to, amongst others for the payment of salaries. The

applicant contends that it was not able to refute the first respondent's request. The Eskom debt exponentially escalated and has since reached more than R250 million.

[6] On 7 September 2021 communication was directed to the first respondent which reiterated that the initial contract period was seventy-two (72) months, which required that each meter must vend for a period of seventy-two (72) months. As the bulk of the meters were installed by January 2017, the period ran from this date. In retorting to the latter, the then Municipal Manager , (Mr GC Letsoalo) stated as follows:

"The above matter and our engagements with your offices on the 9th of June as well as our previous correspondences namely our letters dated 18th of October 2021 and 1st December 2022 bear reference.

It was resolved that the Municipality does not have the capacity to take over the existing electricity infrastructure and therefore-the services of the vending of electricity for the Kgetlengrivier Local Municipality will therefore go out to tender which your offices are more than welcome to apply once advertised.

Kgetlengrivier Local Municipality, at least from its perspective, will extend the contract with ideal Prepaid on a month to month basis until such time a service provider has been appointed and has the capacity to vender electricity on behalf of Kgetlengrivier Local Municipality.

Management of Kgetlengrivier Local Municipality would like to extend its sincere gratitude for the harmonius relationship and understanding between the Kgetlengrivier Local Municipality and Ideal Prepaid in this regard. (my emphasis)

We trust the above is in order,

Signed

Mr.G.C.LETSOALO

MUNICIPAL MANAGER

[7] In further correspondence dated 18 July 2024, the first respondent acknowledged and acquiesced that in all agreements with the applicant that

the first respondent shall be obliged to give no less than six (6) months' notice of any intention to change and/or cancel any agreement. The applicant asserted that agreement between the parties had not been duly cancelled. To make short shrift of the matter the applicant's version is that: (i) the agreement between the parties was duly extended, (ii) the agreement was not cancelled in terms of its prevailing notice provisions required to be given by the first respondent (iii) the first respondent by its communiqué of 18 July 2024 reaffirmed the provisions (iv) in addition to any other notice provisions, the first respondent had undertaken to provide the applicant with at least six(6) months' notice of cancellation of its agreement which it had not done, Consequentially the agreement remained extant.

[8] Given the import of Rule 6(12)(b) of the Uniform Rules of Court, (the Rules) the applicant sets out the following. On 14 January 2025, the first respondent caused a flyer to be distributed for the holding of a public meeting with the residents of Koster and Swartruggens on the 15 and 16 of January 2025 respectively. The holding of these meetings although not widely published. Notwithstanding same, it came to the knowledge of the applicant. This culminated in a meeting with the mayor of the first respondent. Nothing substantial was traversed at this meeting, save for the applicant to be informed that Vodacom would be installing new smart meters. The meeting that was scheduled to take place with the residents of Koster was aborted due to a poor public turn out.

[9] On 16 January 2025, at public meeting at Swartruggens, the mayor intimated to the public that the applicant's agreement had lapsed and the new service provider, Vodacom will commence with the installation of the new smart prepaid meters. Notwithstanding the mayor's contention, Anna- Marie Thysse, (Thysse) the Commercial Development Manager of the applicant, revealed that the agreement with the applicant was extant until due and proper termination thereof. Thysse asserted that the mayor retorted aggressively, forcing her to exit the meeting.

[10] Given the fact that meeting arranged for Koster on 15 January 2025 had imploded, a follow up meeting was scheduled for 20 January 2025. Thysse intended to attend same as an exercise in the collation of information. Preceding the meeting, the first respondent caused a Cease-and-Desist email to be sent to Thysse, which proscribed her from attending the meeting.

[11] On 22 January 2025, the applicant *via* its attorney caused a communiqué to be delivered to the first respondent, setting 23 January 2025 as the date of reply. This communiqué read:

(i) A proper reply to this letter was sought.

(ii) An apology was demanded for the misinformation and defamatory statements communicated at the consultations or public hearings to above.

(iii) Minutes of the “public” meetings held at Swartruggens and Koster were requested.

(iv) Cessation of any further breaches was sought, inclusive of a commitment and undertaking that no Ideal Prepaid meter will be replaced until all outstanding issues have been thoroughly ventilated and resolved in accordance with the existing agreements between the applicant and the first respondent.

(v) The applicant forewarned the first respondent that if the applicant had to resort to litigation, the first respondent would be held liable for the legal costs incurred which would be sought on a punitive scale.

[12] During this short hiatus, the applicant was caused to address the disconnection of the electricity supply to the premises of Mr Tsele, (Tsele) located at […] N[…] Street, Koster. An inspection of this premises ventilated that an attempt was made by the first respondent to install a Vodacom smart

prepaid meter which resulted in the removal of a circuit breaker which disconnected the supply of electricity to the entire residence.

[13] On 24 January 2025 Tsele was successful in securing interim urgent relief in this Court under Case No: 327/2025 for the restoration of his electricity, calling on the first respondent to assail the rule *nisi* on 28 January 2025. On 28 January 2025, notwithstanding the first respondent's opposition, the interim order was made final. As Tsele's application was germane to the position of the applicant, the applicant elected not to launch an urgent application pending the outcome of the Tsele application. On 30 January 2025, the applicant caused further correspondence to be delivered to the first respondent. This was with the view of providing the first respondent, (i) with an opportunity to provide an undertaking that it would halt the removal of the applicant's meters and (ii) consider mediating with the applicant on this matter.

[14] In the correspondence that followed the first respondent contended that the applicant's contract had come to an end by virtue of the expiry of the contract and that National Treasury had appointed a service provider to take out the provision of Ideal Prepaid and electricity tokens in Kgetlengrivier Local Municipality being Koster and Swartruggens. Moreover, there was no basis for the first respondent to provide an undertaking that it will halt the rollout of the new smart prepaid meters. Resultantly, the first respondent would not hold over with the removal of the applicant's meters. On 3 February 2025, the first respondent continued with the removal of the applicant's meters, which was confirmed by the removal of the prepaid meter at the premises of Mr Abraham.

[15] Sequentially, the applicant instituted urgent proceedings. The second pillar of the urgent relief was predicated on the absence of the applicant obtaining substantial relief at a hearing in due course. Central to this contention the applicant averred that the first respondent was misleading its end users by stating that applicant's agreement ended due to the effluxion of time. Therefore, the first respondent was not entitled to compel installation of the

new smart prepaid meters. Indissolubly linked to this false narrative, the first respondent was actively destroying the applicant's revenue stream in Koster and Swartruggens. The applicant receives a percentage of the transactions which makes it inherently difficult to liquidate the loss of income as same is connected to expenditure on prepaid sales**.** Resultantly, it is impossible to easily calculate and claim damages. Hence, the applicant would not obtain substantial relief at a hearing in due course.

[15] The applicant asserted that the requirements for an interim interdict had been met, in that it had established a *prima facie* right, a well-grounded apprehension of irreparable harm if the interim relief is not granted and the ultimate relief is granted, that the balance of convenience favoured the granting of an interim interdict and that the applicant had no other satisfactory relief.

[16] The respondents have raised several points in *limine.* I intend to dispose of these prior to dealing with the merits. I deal first with the respondents' version.

The respondents' version

[17] It was contended that the order sought in prayers 2, 3 and 4 were final in nature notwithstanding the relief sought by the applicant in prayer 5. To have been successful in securing this relief the applicant would have had to satisfy the requirements of final interdictory relief. This watermark had not been met. Moreover, the applicant had not made a cause of action for an interim interdict. Additionally, incompetent relief was pursued in prayers 2, 3 4 of the Notice of Motion.

[18] *Adv Mokhare SC* contended that the ownership of meters previously installed by the applicant was a crisp issue that was disposed of within the body of the contract. The latter of which was concluded on 15 September 2015 and has been terminated together with all other contracts. Collectively, these agreements were concluded without and open tender process in violation of

amongst others, s 217 of the Constitution. Tellingly, the agreements were drafted by the applicant. This being so, the contracts were tilted in favour of the applicant to such an extent that it immunized the applicant from obligations that it was legally compelled to acquiesce to. These contracts have been unlawful and invalid since inception which was to be challenged at the appropriate forum.

[19] What remained was a monthly contract which would terminate on National Treasury appointing a new service provider to install the new smart prepaid meters. Vodacom has since been appointed. Still, whether Vodacom removes the old meters when installing the new smart prepaid meters was an issue that Vodacom could have retorted to. Given the non-joinder of Vodacom, the latter discussion is superfluous. Of significance is that there was no application seeking to prevent Vodacom from installing the new smart prepaid meters. It followed that Vodacom would continue with the installation as no legal remedy was being pursued against it.

[20] The respondents raised the following points in *limine.*

The matter is not urgent

[21] On 15 January 2025, during a public meeting, the applicant gained knowledge of Vodacom's participation. This much is confessed by the applicant. On 5 February 2025 (nineteen (19) days) later this urgent application was launched. There is a conspicuous absence of an explanation for the delay, appositely addressing each of the days.

[22] Additionally, the applicant was acutely aware that Vodacom had been appointed by National Treasury to instal smart prepaid meters. In achieving this end, Vodacom had commenced with the installing of smart prepaid meters before 16 January 2025.

[23] Regarding urgency it was contended that the applicant had not satisfied the second prerequisite of urgency which is to demonstrate that it would not be

afforded substantial redress at a hearing in due course. The applicant had an obvious alternative remedy, which is to sue for damages. Towards this end, the applicant has intimated that it intends to initiate action proceedings against the first respondent.

[24] Concluding on the self-created urgency, the applicant concedes that it waited to see the outcome of the urgent application by Tsele before launching this application. Notwithstanding that the Tsele application was detached from the fact that Vodacom is contracted to install smart prepaid meters.

The lack of authority of the deponent

[25] The applicant is a juristic person in law, resultantly Thysse, who alleges that she is the Commercial Development Manager of the applicant as deposed to in an affidavit. There is no resolution of the board authorizing the institution of these proceedings.

Non-joinder of Vodacom

[26] In terms of the third prayer in the Notice of Motion, the applicant sought an order to interdict the first respondent and/or any of its subcontractors from removing any its meters installed in Koster and Swartruggens. The applicant is implicitly aware that the smart meters have been installed by Vodacom in terms of a transversal agreement Vodacom concluded with National Treasury. To this end, Vodacom is not a sub-contractor. Vodacom so the argument progressed has a direct and substantial interest in the orders sought by applicant.

Non-joinder of National Treasury

[27] In this respect the contention ran that the relief sought cannot be entertained and granted without the joinder of National Treasury. Simply put, the tender that resulted in the appointment of Vodacom as service provider was issued

by National Treasury. Moreover, the payments to Vodacom are made by National Treasury.

Ruling on the points in *limine*

Urgency

[28] There is no underscoring that an applicant pursuing urgent relief must conform with the import of Rule 6 (12) (b) of the Rules which reads:

'In every affidavit or petition filed in support of the application under paragraph (a) of this subrule, the applicant shall set forth explicitly the circumstances which he avers render the matter urgent and the reasons why he claims that he would not be afforded substantial redress at a hearing in due course.'

[29] In *Republikeinse Publikasies (Edms) Bpk v Afrikaanse Pers Publikasies (Edms) Bpk*1972 (1) SA 773 (AD) at 782 A-G it was recorded that:

'In my view, in order to persuade the Court that the matter is urgent the Applicant must in the founding affidavit set out sufficient facts to enable the Court to decide whether urgent relief should be granted, in addition to making averments on the urgency the Applicant must set out facts that would support those averments. In dealing with this issue, the Court will, of course, consider the substance of the affidavit and not the technical requirements. In other words the Court will look at the totality of the evidence set out in the founding affidavit and then from then deduct from a reasonable inference that those facts support the case for urgency.'

[30] In *East Rock Trading 7 (Pty) Ltd and Another v Eagle Valley Granite (Pty) Ltd and Others* (11/33767) [2011] ZAGPJHC 196 (23 September 2011) at para [6] it was held:

‘The import thereof is that the procedure set out in Rule 6(12) is not there for taking. An applicant has to set forth explicitly the circumstances which he avers render the matter urgent. More importantly, the applicant must state the reasons why he claims that he cannot be afforded substantial redress at a hearing in due course. The question of whether a matter is sufficiently urgent to be enrolled and heard as an urgent application is underpinned by the issue of absence of substantial redress in an application in due course. The Rules allow the court to come to the assistance of a litigant because if the latter were to wait for the normal course laid down by the rules it will not obtain substantial redress.’

[31] In *M M v N M and Others* (15133/23P) [2023] ZAKZPHC 122 (18 October 2023) at para [7], the following was held as regards urgency:

“The import of this is that the test for urgency begins and ends with whether the applicant can obtain substantial redress in due course. It means that a matter will be urgent if the applicant can demonstrate, with facts, that the applicant requires immediate assistance from the court, and that if his application is not heard on an urgent basis that any order that he might later be granted will by then no longer be capable of providing him with the legal protection he requires.”

[32] To my mind, the applicant had set forth explicitly the circumstances which it averred rendered the matter urgent and the reasons why it claimed that it would not be afforded substantial redress at a hearing in due course. Notably, a potential action for damages was farfetched and simply unrealistic given the numerous variables in electricity that form the income that is generated. Resultantly, the urgency was not self-created. Therefore, the watermark of urgency had been met.

Authority of Thysse

[33] This point was not pursued with any gusto, in fact *Adv Mokhare SC,* conceded to having inspected the resolution and there existed no evidence to gainsay

same. Therefore, this Court found that the deponent was duly authorized and was seized with the necessary *locus standi* to initiate the application.

Non-joinder

[34] It is trite that joinder of a party is required where such a party may have direct and substantial interest in the subject matter of the action. In *Snyders and Others v De Jager and Others* [2016] ZACC 54; 2017 (5) BCLR 606 (CC) the apex court held:

'A person has a direct and substantial interest in an order that is sought in proceedings if the order would directly affect such person's rights or interest. In that case the person should be joined in the proceedings. If the person is not joined in circumstances in which his or her rights or interests will be prejudicially affected by the ultimate judgment that may result from the proceedings, then that will mean that a judgment affecting that person's rights or interests has been given without affording that person an opportunity to be heard. That goes against one of the most fundamental principles of our legal system. That is that, as a general rule, no court may make an order against anyone without giving that person the opportunity to be heard.'

[35] The non-joinder of National Treasury and Vodacom to my mind was not fatal to the applicant's version. In this respect, I aligned myself with the submissions made by *Adv Wijnbeek*, in this regard. It does not require regurgitation.

The Merits

[36] An interim interdict is a court order preserving or restoring the *status quo* pending the determination of the rights of the parties. It is important to underscore that an interim interdict does not involve a final determination of these rights and does not affect their final determination. (See *National Gambling Board v Premier, Kwa-Zulu Natal and Others* 2002(2) SA 715 CC at

para [49]. In this regard the Constitutional Court in *National Gambling Board v Premier, Kwa-Zulu Natal and Others* 2002(2) SA 715 CC said the following:

"An interim interdict is by definition 'a court order preserving or restoring the status quo pending the final determination of the rights of the parties. It does not involve a final determination of these rights and does not affect their final determination. The dispute in an application for an interim interdict is therefore not the same as that in the main application to which the interim interdict relates. In an application for an interim interdict the dispute is whether, applying the relevant legal requirements, the status quo should be preserved or restored pending the decision of the main dispute. At common law, a court's jurisdiction to entertain an application for an interim interdict depends on whether it has jurisdiction to preserve or restore the status quo." [See *Setlogelo v Setlogelo*, 1914 AD 221 at p. 227, *Eriksen Motors (Welkom) Ltd v Protea Motors Warrenton and Another* 1973(3) SA 685 (A) *Knox D Arcy Ltd v Jamison and Other* 1996(4) SA 348 (A) at 361)].

[37] It is trite that the requirements that an applicant must satisfy to obtain interim relief are the following:

(i) A prima facie right, even if it is subject to some doubt.

(ii) A well-grounded apprehension of irreparable harm if the interim relief is not granted.

(iii) The balance of convenience favours the granting of interim relief and

(iv) The applicant has no alternative remedy.

<u>The applicant's *prima facie* right</u>

[38] The applicant's *prima facie* right is predicated on a contract. This is incontrovertibly proved on a balance of probabilities by the minute dated 18 July 2024 emanating from the first respondent which reads:

SUBJECT: EXTENSION OF NOTICE PERIOD

We hereby, acknowledge and agree that regarding all agreements between yourselves and the Municipality**, including but not limited to agreements pertaining to meter management, token generation, fund collection and/or other logistical and support arrangements (collectively referred to as " arrangement") , by the Municipality shall be obligated to give no less than 6(six) month's notice of any intention to change and/or cancel such arrangement.**

The notice period outlined here shall be considered a privilege granted to your company and will not supersede any longer notice period or more favorable terms for your company which may be present on any prevailing arrangement.

The municipality and undersigned shall procure and do whatever is required to give full effect to the above terms.

[39] Any attempt to foil the contents of this communiqué is simply disingenuous. Significantly, the author of this communiqué has not made any affidavit to recant the legitimacy and accuracy of same. Therefore, it stands indisputable.

A well-grounded apprehension of irreparable harm if the interim relief is not granted and the ultimate relief is granted

[40] It is trite that a court cannot be bound to the applicants' fears. See: *Ex Parte Lipschitz* 1913 CPD 737. In this context, the injury extends beyond physical harm or financial loss and includes interference with rights. The applicant did present evidence of wrongful conduct by the respondents. The injury was continuing. The applicant established a reasonable apprehension of harm based on well-grounded facts. While the apprehension need not be indisputable, it should be reasonable on a balance of probabilities. Simply put, the applicant made a proper cause of action for this jurisdictional requirement.

The balance of convenience favoured the granting of an interim interdict.

[41] The "balance of convenience" requirement for interim interdicts essentially relates to the exercise of judicial discretion in terms of which the court must consider the requirements for interdictory relief in conjunction with one another. The court must also weigh the relative prejudice to the applicant and the respondent, respectively, in the alternate situations in which the relief sought is granted or not granted. (See : *PS Booksellers (Pty) Ltd v Harrison* 2008 (3) SA 633 (C)).

The applicant has no other satisfactory remedy

[42] In respect of the requirement that there should be no alternative remedy available, I was satisfied that this is the only remedy available to the applicants.

[43] In respect of costs, costs follow the result. There was no basis to deviate from this principle.

Order

[44] In the premises I reiterate the order granted:

1. The non-compliance with the rules relating to service, notice and time periods are condoned and the application is heard by way of urgency in terms of the provisions of Uniform Rule 6(12).

2. The First Respondent is directed to present a report to Applicant within 48 hours from this order pertaining to Smart Prepaid meters, supplied by Applicant and administered or vended in Koster and Swartruggens (hereinafter referred to as the “ Applicant’s meters) removed in January and February 2025, reflecting the following information: the quantum (total) serial numbers of meters so removed, addresses from which removed, together with the surplus or reserve prepaid electricity recorded on the respective meters.

3. The First Respondent, directly or via any of its subcontractors is interdicted from removing any of Applicant's meters in Koster and Swartruggens.

4. The order set out above to serve as interim order with immediate effect pending-

4.1 An action to be instituted by the Applicant for the confirmation of its agreements with the First Respondent in respect of its meters, or

4.2 The review of the First Respondent's cancellation of the agreement(s) with Applicant (to the extent that First Respondent holds the view that the agreement(s) between the Applicant and First Respondent was/were cancelled) :and

4.3 The review of the appointment of any other different service provider for the replacement of Applicant's meters and fending of prepaid electricity in the Applicant's stead (to the extent that First Respondent holds the view that another service provider was appointed to replace the applicant).

5 The interim order will lapse if and to the extent that:

5.1 Applicant fails to institute action against the First Respondent within 60 days from the date of the order (or such time determined by Court) for the enforcement of its alleged contractual rights vis-à-vis the First Respondent: or

5.2 Applicant fails to institute review proceedings for the cancellation of the agreement with Applicant, alternatively for the appointment of a new service provider within 60 days of the date of the order (or such time determined by Court).

6. The First Respondent, alternatively the Respondents jointly and severally are ordered to pay the Applicant's costs of this application, together with costs

consequent upon the employment of two counsel on an attorney and client scale, alternatively Scale C.

7. If the applicant fails to issue process within 60 days from the order (or time period set by court), as directed above, the aforesaid costs order will lapse and the Applicant will be directed to pay the costs of the application.

A REDDY
JUDGE OF THE HIGH COURT OF SOUTH AFRICA
NORTH WEST DIVISION, MAHIKENG

APPEARANCES:

Counsel for the Applicant	: Advocate DH Wijnbeek, with Advocate AW Boesak
Attorneys for Applicant:	Andreas Peens Attorneys 38 Magalies Street, Koster C/O Maree Maree Inc. Riviera Park, Mahikeng.
Counsel for Respondents:	Advocate W R Mokhare SC with Advocate P Mthombeni
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Date reasons requested: 5 March 2025

Date judgment handed down: 20 March 2025