

**IN THE HIGH COURT OF SOUTH AFRICA  
GAUTENG DIVISION, PRETORIA**

**CASE NUMBER: 81283/18**

**In the case between:**

**SAKELIGA NPC**

**FIRST APPLICANT**

**ADRIAAN MARTHINUS APPELGRYN-SIEBERT**

**SECOND APPLICANT**

**and**

**ESKOM HOLDINGS SOC LTD**

**FIRST RESPONDENT**

**MUSINA LOCAL MUNICIPALITY**

**SECOND RESPONDENT**

**THE NATIONAL ENERGY REGULATOR OF  
SOUTH AFRICA ("NERSA")**

**THIRD RESPONDENT**

**THE MINISTER OF COOPERATIVE GOVERNANCE  
AND TRADITIONAL AFFAIRS**

**FOURTH RESPONDENT**

**THE MINISTER OF FINANCE**

**FIFTH RESPONDENT**

**THE MEMBER OF THE EXECUTIVE COMMITTEE  
FOR LOCAL GOVERNMENT, LIMPOPO PROVINCE**

**SIXTH RESPONDENT**

**THE MEMBER OF THE EXECUTIVE COMMITTEE  
FOR FINANCE IN THE LIMPOPO PROVINCE**

**SEVENTH RESPONDENT**

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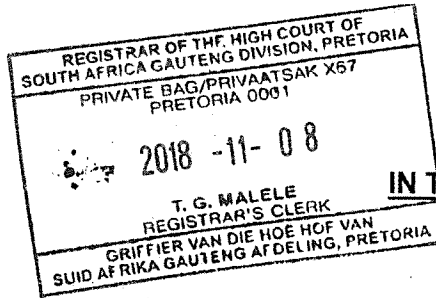
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**IN THE HIGH COURT OF SOUTH AFRICA  
GAUTENG DIVISION, PRETORIA**

Case No:

81283/18

In the matter between:

**SAKELIGA NPC**

First Applicant

**ADRIAAN MARTHINUS APPELGRYN-  
SIEBERT**

Second Applicant

and

**ESKOM HOLDINGS SOC LTD**

First Respondent

**MUSINA LOCAL MUNICIPALITY**

Second Respondent

**THE NATIONAL ENERGY REGULATOR  
OF SOUTH AFRICA ("NERSA")**

Third Respondent

**THE MINISTER OF COOPERATIVE  
GOVERNANCE AND TRADITIONAL AFFAIRS**

Fourth Respondent

**THE MINISTER OF FINANCE**

Fifth Respondent

**THE MEMBER OF THE EXECUTIVE  
COMMITTEE FOR LOCAL GOVERNMENT,  
LIMPOPO PROVINCE**

Sixth Respondent

**THE MEMBER OF THE EXECUTIVE  
COMMITTEE FOR FINANCE IN THE  
LIMPOPO PROVINCE**

Seventh Respondent

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**NOTICE OF MOTION**

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**PART A:**

**PLEASE TAKE NOTICE** that the Applicants intends to apply to the above Honourable Court on **TUESDAY 20 NOVEMBER 2018** at **10h00** or as soon thereafter as counsel may be heard, for an order in the following terms:

1. Dispensing with the ordinary rules relating to forms, service and time periods and permitting this application to be heard as one of urgency in terms of the rule 6(12) of the Uniform Rules of this Honourable Court;
2. That, pending the final adjudication of the relief set forth in the Notice of Motion in case number 46778/2018, alternatively Part B of this Notice of Motion, the First Respondent be interdicted and restrained from implementing its decision to interrupt or discontinue the electricity supply to the Second Respondent;
3. That any of the Respondents who oppose the application are ordered, jointly and severally, to pay the costs of the

application;

4. That the Applicants be granted further and/or alternative relief.

**TAKE FURTHER NOTICE** that the Applicants have appointed the address of their attorneys as listed below as the address at which they will receive service of any notices or answering affidavits filed.

**TAKE FURTHER NOTICE** that if any of the Respondents intend to oppose Part A of this application, they are required:

1. to notify the Applicants' attorneys and the Registrar of this Honourable Court by no later than **12 November 2018 at 16h00**;
2. to appoint an address in terms of Rule 6(5)(b) as an address at which they will accept notice and service of all documents in these proceedings;
3. by no later than **13 November 2018 at 16h00** to deliver their Answering Affidavit(s) if any;

**PART B:**

**TAKE FURTHER NOTICE** that the Applicants intend to apply to the above Honourable Court on a date to be arranged with the Registrar or the Honourable Deputy Judge President for an order in the following terms:

1. Declaring that the decision of the First Respondent to interrupt or discontinue the electricity supply to the Second Respondent is unconstitutional and unlawful and invalid;
2. Reviewing and setting aside the decision of the First Respondent to interrupt or discontinue the electricity supply to the Second Respondent;
3. Declaring that the failure by the Respondents to exercise their powers and for this purpose to cooperate with one another so as to ensure that the Second Respondent meet its financial obligations in respect of payment towards the First Respondent for the supply by the First Respondent to the Second Respondent of electricity is in conflict with section 41 of the Constitution and legislative provisions and principles of cooperative government and intergovernmental relations of the

Constitution, the Intergovernmental Relations Framework Act, no. 13 of 2005; Chapter 13 of the Municipal Finance Management Act and section 44 of the Municipal Finance Management Act and the Electricity Regulation Act, No 4 of 2006.

4. Ordering the Respondents to take the necessary steps and exercising their powers and obligations in terms of Chapter 13 of the Municipal Finance Management Act with the view to resolve the financial difficulties of the Second Respondent, and in particular its failure to comply with its financial obligations towards the First Respondent, alternatively if for any reason the Provincial Executive cannot or does not adequately exercise its powers to perform the functions referred to in Section 139(4) or 139(5) of the Constitution, in such an event the Fifth Respondent is ordered to exercise the necessary powers and functions in terms of Section 150 of the Municipal Finance Management Act;
5. Interdicting the First Respondent from interrupting or disconnecting the electricity supply to the Second Respondent for the purpose of compelling the Second Respondent to pay its arrear debts towards the First Respondent;

6. Ordering the First and Second Respondents to pay the Applicants' costs, jointly and severally including the costs of two counsel;
7. Granting the Applicant's further and/or alternative relief.

**TAKE NOTICE FURTHER** that the First Respondent is called upon to show cause why the decision to interrupt or discontinue the electricity supply to the Second Respondent should not be reviewed and set aside;

**TAKE FURTHER NOTICE** that the First Respondent is called upon to dispatch to the Registrar of this Honourable Court within 15 (fifteen) days after receipt of this application, the record pertaining to its decision and the reasons for its decision.

**TAKE FURTHER NOTICE** that if any of the Respondents intend to oppose Part B of this application, they are required:

1. to notify the Applicants' attorneys and the Registrar of this Honourable Court within 15 (fifteen) days after service of this Notice of Motion in terms of Rule 53(4);

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2. to appoint an address in terms of Rule 6(5)(b) as an address at which they will accept notice and service of all documents in these proceedings;
  3. within 30 (thirty) days after expiry of the time period referred to in Rule 53(4) to deliver their Answering Affidavit(s) if any.

**TAKE FURTHER NOTICE** that if no notice of intention to oppose is received in respect of the relief sought under Part B of this application, it will be enrolled for hearing on a date to be arranged with the Registrar.

**KINDLY TAKE FURTHER NOTICE** that the accompanying Founding Affidavit attached to this Notice of Motion, deposed to by **PIET LE ROUX**, and the affidavit of the Second Applicant together with annexures thereto, will be used in support of the relief claimed in Parts A and B of this application.

SIGNED AT PRETORIA ON THIS THE 7<sup>th</sup> DAY OF NOVEMBER 2018.



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**KRIEK WASSENAAR & VENTER INC.**  
**ATTORNEYS FOR THE APPLICANTS**

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FIRST FLOOR  
NOREX HOUSE  
79 RAUCH AVENUE  
GEORGEVILLE  
PRETORIA  
REF: P. WASSENAAR/ QBO387  
TEL: 012 656 7566  
E-MAIL ADDRESS: [peter@kriekprok.co.za](mailto:peter@kriekprok.co.za)

**TO: THE REGISTRAR OF ABOVE HONOURABLE COURT  
PRETORIA**

**AND TO: THE FIRST RESPONDENT**

BY E-MAIL at the following addresses:

**OFFICE OF THE SENIOR MANAGER**

**[LPExecActionTeam@eskom.co.za](mailto:LPExecActionTeam@eskom.co.za)**

Emails used in previous applications

E-pos: [publicnwr@eskom.co.za](mailto:publicnwr@eskom.co.za)

E-pos: [NoorbhFB@eskom.co.za](mailto:NoorbhFB@eskom.co.za)

E-pos: [KettleME@eskom.co.za](mailto:KettleME@eskom.co.za)

E-pos: [TumaneA@eskom.co.za](mailto:TumaneA@eskom.co.za)

E-pos: [BarutiME@eskom.co.za](mailto:BarutiME@eskom.co.za)

**Legal Department**

E-pos: [brownli@eskom.co.za](mailto:brownli@eskom.co.za)

**Physical Address:**  
Megawatt Park, Maxwell Drive,  
Sunning Hill Extension 3,  
Gauteng.

**AND TO: THE SECOND RESPONDENT**

BY E-MAIL: [info@musina.gov.za](mailto:info@musina.gov.za)  
c/o Municipal Manager  
BY E-MAIL: [musinamm@limpopo.co.za](mailto:musinamm@limpopo.co.za)

**Physical Address:**  
21 Irwin Street,  
Musina,  
Limpopo Province

**AND TO: THE THIRD RESPONDENT**

BY E-MAIL:  
**OFFICE OF THE CHIEF EXECUTIVE OFFICER**  
[izanne.martins@nersa.org.za](mailto:izanne.martins@nersa.org.za)

Faks: 012 401 4700

Office of the Chief Financial Officer

[juanita.vermaak@nersa.org.za](mailto:juanita.vermaak@nersa.org.za)

Faks: 012 401 4700

**Legal Department**

[sandile.dlamini@nersa.org.za](mailto:sandile.dlamini@nersa.org.za)

Faks: 012 401 4700

**Physical Address:**

526 Madiba Street,  
Arcadia, Pretoria.

**AND TO: THE FOURTH RESPONDENT**

c/o The State Attorney,  
SALU Building,  
316 Thabo Sehume Street,  
Pretoria.  
**By Hand**



**AND TO: THE FIFTH RESPONDENT**  
c/o The State Attorney,  
SALU Building,  
316 Thabo Sehume Street,  
Pretoria.  
**By Hand**

**AND TO: THE SIXTH RESPONDENT**  
c/o The State Attorney,  
SALU Building,  
316 Thabo Sehume Street,  
Pretoria.  
**By Hand**

**AND TO: THE SEVENTH RESPONDENT**  
c/o The State Attorney,  
SALU Building,  
316 Thabo Sehume Street,  
Pretoria.  
**By Hand**

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THE MEMBER OF THE EXECUTIVE  
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LIMPOPO PROVINCE

Sixth Respondent

THE MEMBER OF THE EXECUTIVE  
COMMITTEE FOR FINANCE IN THE  
LIMPOPO PROVINCE

Seventh Respondent

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FOUNDING AFFIDAVIT

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I, the undersigned,

**PIET LE ROUX**

do hereby declare under oath as follows:

1.

1.1. I am an adult male and the Chief Executive Officer of SAKELIGA NPC (registration number 2012/043725/08), being the First Applicant in this matter. The First Applicant was previously known as AFRISAKE, or, in English as "AfriBusiness"

1.2. The facts set out in this affidavit fall within my personal knowledge save where the context indicates otherwise or has been made known to me in the course of the business of the First Applicant and I respectfully submit that I am competent to make this affidavit. Where I refer to the Second Applicant, I refer to his confirmatory and supporting affidavit attached hereto.

1.3. I am authorised to depose to this affidavit on behalf of the First Applicant.

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- 1.4. To the extent that this affidavit contains matter of a legal nature, the First Applicant relies on the advice of its legal representatives, which I believe to be correct.

2.

THE APPLICANTS:

- 2.1. The First Applicant is a non-profit company registered as such in terms of the company laws of the Republic of South Africa with registered address and principal place of business at the corner of D.F. Malan Avenue and Union Street, Kloofsig, Centurion.
- 2.2. The First Applicant is a business interest organisation with more than 12 000 members countrywide, consisting of a variety of businesses and proprietors or employees of businesses in the form of corporate businesses and other forms. It also has several individual members supporting its cause.
- 2.3. The First Applicant was established in 2011 and formally incorporated and registered in terms of the Companies Act in 2012.

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- 2.4. The First Applicant's name was formally changed in terms of the Companies Act from *Afrisake* to Sakeliga NPC on 23 July 2018.
- 2.5. Its main objective is the protection of constitutional rights and property rights. It also lobbies and promotes the free market and economic prosperity in order to create a favourable business environment in the interest of its members, as well as in the interest of the common good. In order to give effect to its main object, it also provides support to its members, which includes legal support.
- 2.6. Its vision and mission statement of which a part is referred to above can be gleaned from the homepage of its website at [www.sakeliga.co.za](http://www.sakeliga.co.za).
- 2.7. The Second Applicant is **ADRIAAN MARTHINUS APPELGRYN-SIEBERT**, an adult male and medical practitioner who practices as such at 7 Limpopo Avenue, Musina. The Second Applicant is a member of the First Applicant and is joined in this application in his personal capacity as medical practitioner, rendering medical services to various patients in the district of Musina and has a direct interest in this application and who supports the relief sought. I

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refer to the confirmatory affidavit of the Second Applicant attached hereto.

3.

THE RESPONDENTS:

- 3.1. The First Respondent is **ESKOM HOLDINGS SOC LIMITED** (also referred to as "Eskom"), a public company and State-owned company incorporated in accordance with the company laws of the Republic of South Africa, with principal place of business situated at Megawatt Park, Maxwell Drive, Sunning Hill Extension 3, Gauteng. First Respondent is also an organ of state by virtue of section 239 of the Constitution of 1996.
- 3.2. The Second Respondent is **MUSINA LOCAL MUNICIPALITY**, established in terms of the Local Government: Municipal Structures Act, no. 117 of 1998, with its principal office situated at 21 Irwin Street, Musina, Limpopo Province. Its official email address according to its official website is [info@musina.gov.za](mailto:info@musina.gov.za).
- 3.3. The Third Respondent is **THE NATIONAL ENERGY REGULATOR OF SOUTH AFRICA ("NERSA")**, with principal place of business at 526 Madiba Street, Arcadia, Pretoria.

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- 3.4. In terms of Section 3 of the Electricity Regulation Act, No. 4 of 2006 ("ERA") NERSA is the regulator and custodian and enforcer of the regulatory framework provided by ERA.
- 3.5. The Fourth Respondent is **THE MINISTER OF COOPERATIVE GOVERNANCE TRADITIONAL AFFAIRS** and responsible Minister of the Department of Cooperative Governance and Traditional Affairs ('COGTA'), situated at 87 Hamilton Street, Arcadia, Pretoria and care of the State Attorney, Pretoria, SALU Building, 316 Thabo Sehume Street, Pretoria.
- 3.6. According to COGTA's official website its mandate is founded on the Constitution. A copy of an extract from its website is attached as annexure "AA1" setting out its mandate, vision, mission and values.
- 3.7. Some of the strategic goals of COGTA are to ensure that all municipalities perform their basic responsibilities and functions without compromise, supporting the delivery of municipal services to the right quality and standard, promote good governance, transparency and accountability, ensuring sound financial management and accounting. Amongst others, its goal is to facilitate cooperative governance and support all spheres of government through developing appropriate policies and



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legislation to promote integration and government's development programme and service delivery.

3.8. The Fifth Respondent is **THE MINISTER OF FINANCE OF THE REPUBLIC OF SOUTH AFRICA**, c/o The State Attorney, SALU Building, 316 Thabo Sehume Street, Pretoria, who is joined herein in his capacity as Head of the National Treasury in terms of Section 5(1)(a) of the Public Finance Management Act, No. 1 of 1999 ("the PFMA"). One of the functions of the National Treasury is a Municipal Financial Recovery service in terms of Section 157 and 158 of the Local Government: Municipal Finance Management Act, No. 56 of 2003 ("MFMA") referred to further herein.

3.9. The Sixth Respondent is **THE MEMBER OF THE EXECUTIVE COMMITTEE FOR LOCAL GOVERNMENT IN THE LIMPOPO PROVINCE**, c/o The State Attorney, SALU Building, 316 Thabo Sehume Street, Pretoria who is joined herein in view of certain powers and functions he/she has in terms of the MFMA.

3.10. The Seventh Respondent is **THE MEMBER OF THE EXECUTIVE COMMITTEE FOR FINANCE AND TREASURY IN THE LIMPOPO PROVINCE**, c/o The State Attorney, SALU Building, 316 Thabo Sehume Street, Pretoria who is joined



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herein in view of certain powers and functions he has in terms of the MFMA.

THE PURPOSE OF THIS APPLICATION:

4.

- 4.1. In this application the Applicants seek an *interim* interdict restraining the First Respondent from interrupting or disconnecting electricity to the Second Respondent, pending the outcome of Part B of the application brought under case number 46778/2018. (hereinafter referred to as "the earlier application"), alternatively, the outcome of Part B of the Notice of Motion in this application.
- 4.2. Only the First Respondent is directly affected by the relief sought in this Notice of Motion.
- 4.3. As a result of the degree of urgency service for purposes of this application is effected by email and delivery by hand on the respondents. Where email addresses are used, the email addresses of responsible persons concerned were established by the Applicants' attorney of record.

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- 4.4. The events which gave rise to this application occurred against the background of certain earlier events. On 29 June 2018 Eskom published as *Final Decision Notice* in a local newspaper, "*The Soutpansberger*", giving notification of an intended interruption and depending on the results of the first measure a contemplated disconnection of electricity supply to the town of Musina. A copy of this final decision notice is attached hereto as annexure "AA2".
- 4.5. The aforesaid notice was preceded by another notice dated 18 May 2018 affording interested parties and the public to make representations or submissions why Eskom should not proceed with the intended interruption and/or disconnection. A copy of this notice is attached as annexure "AA3".
- 4.6. Because of the short notice of the communication of a final decision on 29 June 2018 of merely a week before First Respondent was due to proceed with its intended interruption or disconnection of electricity supply, after it had considered written representations following a first notice period published on 18 May 2018, the First Respondent created an acute measure of urgency necessitating the issuing of an application as a matter of extreme urgency. That application was launched under case number 46778/2018. The Court file **will** be made available to the Court upon the hearing of this application. That application **will** henceforth be referred to as "the First Application".

- 4.7 Prior to bringing the First Application, the First Applicant, on 18 June 2018, had availed itself of the opportunity to make representations through its attorneys to the First Respondent. A copy of the representations is attached hereto as annexure "AA4". The representations were made in the hope that the First Respondent would reconsider its intended action in view thereof and other representations received.
- 4.8 As a result of the notification on 29 June 2018 of the decision by the First Respondent to proceed, the Applicants had no choice but to approach this Honourable Court on an extremely urgent basis for an interim order in terms of Part A1 of the earlier application in order to preserve the *status quo* of uninterrupted supply of electricity until all the issues are properly ventilated and the Respondents had had a reasonable opportunity to answer to the balance of the relief sought.
- 4.9 As a last bid to avoid the necessity of burdening this Court on short notice with *interim* relief sought on an urgent basis, the Applicant's attorneys addressed a letter dated 2 July 2018, inviting the First Respondent to provide an undertaking not to proceed to implement its decision to interrupt the bulk of the electricity supply to the Musina Local Municipality, so that the relief could be dealt with in the ordinary course (similar to recent other matters) and that

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the Deputy- Judge President be approached for an expedited hearing of the main application.

- 4.10. In the letter of 2 July 2018 the Applicant's attorneys also referred to recent interim orders granted by this Honourable Court in separate matters, which are attached to the letter of 2 July 2018.
- 4.11. A copy of the letter of 2 July together with copies of similar interim orders are attached as annexure "AA 5.1", "AA 5.2", "AA 5.3", "AA 5.4" and "AA 5.5" respectively and I draw attention to the contents thereof.
- 4.12. As a result of the failure by the First Respondent to accommodate the Applicants as proposed in the letter of 2 July 2018, the Applicants had no choice but to proceed with the First Application.
- 4.13. On or about 4 July 2018 the First and Second Respondents apparently came to an agreement which ensured the continued supply of electricity to the Second Respondent, and the Applicant resolved to remove the matter from the roll, since the matter was no longer urgent. I point out that neither I nor the Applicants' legal representatives ever saw the agreement reached and those parties' legal representatives have to date not responded to any request to do so. I attach hereto as annexures "AA6.1" to "AA6.3" a copy of the correspondence between the Applicants' attorneys and the First Respondent's attorneys.

- 4.14. The Applicants, unaware of the terms of the agreement, could not monitor whether the terms thereof were complied with. On Friday 2 November 2018, a notice was published in a local newspaper in terms of which the First Respondent announced a decision to interrupt the bulk electricity provision to the Second Respondent from 19 November 2018, as a result of the alleged breach of a "Repayment Agreement" and "Electricity Supply Agreement" between them. I assume that the former is a reference to the agreement reached after the First Application. I attach hereto as annexure "AA7" a copy of the notice.
- 4.15. The notice came to my attention on 5 November 2018. The applicants immediately instructed their attorneys to launch this application. Counsel was consulted on 6 November 2018, and these papers were immediately drawn.
- 4.16. After consulting with Counsel the Applicant sent a letter to the First Respondent's attorney of record, being Ngeno & Mteto Inc. In this letter the Applicants warned the Respondent that should they not withdraw the notice dated 2 November 2018 the Applicants would have no choice but to approach the above honourable court on an urgent basis. I attach hereto as annexure "AA8" a copy of the letter.

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- 4.17 The purpose of this application is therefore, similarly, to seek urgent interim relief pending the adjudication of part B of the Notice of Motion in the earlier application, alternatively, Part B of the Notice of Motion in this application.

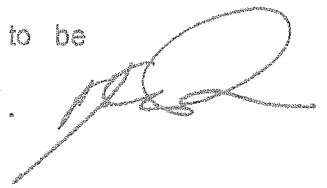
LOCUS STANDI OF THE APPLICANTS:

5.

- 5.1. The subject matter of this application and the decision by the First Respondent involves various constitutional rights and obligations, including rights in terms of the Bill of Rights which stand to be infringed.
- 5.2. The First Applicant brings this application by virtue of section 38(a) of the Constitution by acting in its own interest and in accordance with its objectives directed at the protection of constitutional rights.
- 5.3. The First Applicant also brings the application in terms of section 38(c) of the Constitution in the interest of a group of persons, namely those consumers and/or end-users of electricity to be affected by decision of the First Respondent in the town of Musina. The consumers and/or end users include various businesses in the town of Musina crucially dependant on the rendering of basic

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municipal services in the form of electricity distribution by the Second Respondent and who regularly and diligently pays for such services. Notwithstanding such payment for services, they stand to be deprived through the interruption or disconnection of electricity services as a result of the action of the First Respondent and are likely to be severely financially prejudiced in their business operations by the decision of the First Respondent to be implemented on ~~6 July 2018~~ 19 November 2018.

A handwritten signature in black ink, appearing to read "D. J. D. N. E.", is written over the date "19 November 2018".A large, stylized handwritten signature in black ink is written to the right of the date "19 November 2018".

- 5.4. The subject matter of this application involves the broader public interest as a result of the rendering of basic municipal services to the public at large in Musina and consequential constitutional issues. Therefore, the Applicants bring this application also in the public interest in terms of section 38(d) of the Constitution.
- 5.5. The First Applicant has various members who conduct mostly small businesses in the area of the Musina Local Municipality. The First Applicant has approximately 30 members including such businesses, and individuals and natural persons in the area of jurisdiction of the Musina Local Municipality and who are dependent on the supply of electricity to them. The Applicant therefore also brings this application by virtue of section 38(e) of the Constitution in the interest of its members.



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5.6. The Second Applicant, who is also a member of the First Applicant, brings this application in his own interest. The Second Applicant is a medical practitioner who is dependent on the rendering of his services in the course of his practice as a general practitioner to patients dependent on the provision of electricity and will be unable to use critical equipment in the course of his practice, such as defibrillators, electrocardiograph apparatus, nebulisers, refrigeration for purposes of keeping medication, computers, air conditioners and internet services to enable him to render essential medical services to patients in need of such services. In this regard I refer to the supporting and confirmatory affidavit of the Second Applicant.

SALIENT FEATURES OF THE APPLICATION:

6.

6.1. In this application the Applicants seek interim relief pending an application for review. The honourable court also has the power to grant a just and equitable remedy in terms of section 172(1)(b) of the Constitution and in terms of section 8(1) of PAJA.

6.2. This application is illustrative of unfortunately another example of a failure by a municipality to meet its financial obligations, as



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a result of which consumers and end-users of electricity stand to be deprived of the rendering of basic municipal services to them, as a result of an invasive and draconian decision by Eskom to interrupt the supply of electricity to a Municipality, likely to cause serious hardship to consumers and end-users of electricity in the area of jurisdiction of the Musina Local Municipality.

- 6.3. Considering the notice of Eskom dated 18 May 2018 an amount of almost R 73 million rand in debt to Eskom has accumulated since 2014. Why Eskom only now and suddenly wants to resort to such drastic measure, having allowed the debt to escalate over 4 years, is not all explained or clear.
- 6.4. The decision of Eskom is further illustrative of a failure by organs of state to resort to reasonable other existing legislative and constitutional means within their powers and in accordance with principles of cooperative governance in order to address issues of this nature timeously and meaningfully instead of leaving the consumers, public and end-users at the mercy of poor governance at municipalities and Eskom.
- 6.5. The decision merely exacerbates unconstitutional poor service delivery with an adverse knock-on effect on citizens,

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businesses, the local economy of a municipality and the broader economy of the country.

6.6. Neither of the notices of interruption provide adequate reason of the decision in the sense that it failed to indicate on what statutory or legal grounds it relies for taking the decision and whether it has complied with the principles of cooperative governance before it decided to proceed with the planned interruption of electricity supply.

6.7. Only the notice of 18 May refers to Electricity Regulation Act 4 of 2006 ("ERA") and the supply agreement with Second Respondent. The 2 November 2018 notice also does not provide such reasons. It is submitted that the alleged breach of the agreements referred to therein, does not provide a valid ground for the interruption of electricity supply to the Municipality.

6.8. What makes the 2 November 2018 notice worse than the one of 29 June 2018, is that the latter was at least preceded by some form of public participation process, whereas the former was not.

6.9. It is submitted that the threatened conduct of Eskom in proceeding to interrupt the electricity supply to the Second Respondent, is illegal and therefore falls to be interdicted. It

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also falls short of the requirements of the Promotion of Administrative Justice Act, Act 2 of 2000 ("PAJA"). These submissions **will** be developed further below.

6.10. The decision of Eskom to interrupt the supply of electricity to the Second Respondent also raises important and fundamental constitutional and legislative issues. As a result there are various other pending applications of a similar nature before this Court to determine these issues and the various rights and obligations.

6.11. This is yet another example of a matter where law-abiding citizens, i.e. consumers and end-users of electricity who diligently pay their municipal accounts to a municipality, find themselves in the untenable situation that notwithstanding complying with their obligations and dependency on the provision of such basic municipal services from the municipality with no other choice or alternative, they stand to be severely prejudiced and affected as result of a decision of another organ of state in the person of Eskom to interrupt and possibly disconnect the supply of the services and also on unreasonably short notice: 17 days' notice between the Notice of 2 November and the date of commencement of the interruptions, being 19 November.

- 6.12. The period during which the interruptions will take place during week 1 is evident from the final decision notice (annexure "AA7"). In week 2 it increases to the extent of fourteen hours from Monday to Sunday from 06h00 to 20h00 indefinitely without any indication as yet that the municipality is able to meet Eskom's demands. It is for all practical purposes almost a total interruption. It is also indefinite. Eskom also reserves the right to disconnect supply altogether. The effect of the decision which is now to be implemented hardly needs to be spelled out.
- 6.13. The First Respondent's conduct is clearly aimed at maximising pressure on the local municipality in order to effect payment to Eskom using consumers and end-users as leverage, which the Second Respondent probably will not be able to do because of ostensible financial difficulty which Eskom in all likelihood as a major State-owned enterprise is aware of and which warrants the attention of the Limpopo Province and probably also National Treasury.
- 6.14. The interruptions for purposes of week 2 and onwards are likely to not only have a serious adverse effect on normal households, but also serious detrimental financial effect on all business across the board within the Musina Local Municipality.

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6.15. It should also be borne in mind that the Second Respondent is also a user of electricity for purposes of its own administration and other service delivery to the public in terms of its constitutional mandate.

6.16. Various basic human rights stand to be affected as a result of the decision of Eskom if implemented, coupled with the dismal failure of the municipality to comply with its financial obligations. Such rights, constitutional and basic human rights, are the following:

6.16.1. The right to administrative justice in terms of section 33 of the Constitution, read with the provisions of PAJA;

6.16.2. The right to be provided with basic municipal services in the form of electricity and other services by members of the public who pay for such services;

6.16.3. The infringement of constitutional rights to dignity, i.e. (section 10), the practice of a trade occupation or profession (section 22), rights to housing and property, (sections 25 and 26 of the Constitution), the right to health care services (section 27), water, and education [section 29(1)]. Various schools in the

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town are likely to be affected when the school term starts on 17 July 2018.

6.16.4. It furthermore infringes the legality principle and the rule of law for reasons stated further herein.

RELEVANT STATUTORY AND CONSTITUTIONAL PROVISIONS:

7.

7.1. The statutory and constitutional provisions referred to further herein are not exhaustive and the Applicants reserve their right to deal with such statutory provisions and constitutional provisions in more detail during argument. Therefore, the Applicants confine themselves to an overview of the relevant statutory and constitutional provisions.

7.2. The distribution and reticulation of electricity by municipalities is one of the most common and important basic municipal services that has become virtually indispensable in modern society. The provision of basic municipal services in the form of electricity is one of the fundamental constitutional functions of local government in order to meet the basic needs of all the inhabitants of South Africa. It is a matter of public and constitutional duty.

- 7.3. The obligations borne by a local government to provide basic municipal services are sourced in the Constitution and various legislation. The overarching constitutional provisions are sections 152(1) and 152(2) of the Constitution read with section 156 and schedule 4, part B.
- 7.4. Further content in respect of the rendering of municipal services to members of a local community is given by the Local Government: Municipal Systems Act, 32 of 2000 ("Municipal Systems Act") by virtue of section 4(2) and, *inter alia*, section 73 of the Municipal Systems Act.
- 7.5. Ancillary to the provisions of the Municipal Systems Act, *inter alia* is section 84(1)(c) of the Local Government: Municipal Structures Act ("the Structures Act"), in terms of which district municipalities are empowered to manage the bulk supply of electricity to end-consumers.
- 7.6. Further and ancillary to the above mentioned are certain provisions of the Local Government: Municipal Finance Management Act ("MFMA").
- 7.7. Chapter 5 of the MFMA contains several provisions for purposes of promoting co-operative government between national and provincial governments with the view of supporting



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municipalities for purposes of financial management. I do not intend to deal with all of them save to mention a few. The remainder will be left for argument.

- 7.8. In terms of section 34(2) of the MFMA national and provincial governments must support the efforts of municipalities to identify and resolve their financial problems. In terms of section 37 of the MFMA municipalities must in their financial relations with the national and provincial spheres of government and other municipalities promote co-operative government in accordance with Chapter 3 of the Constitution and the Intergovernmental Fiscal Relations Act.
- 7.9. In terms of section 41 of the MFMA the National Treasury must monitor pricing structures of organs of state for the supply of electricity, water and other bulk resources to municipalities and payments made by municipalities for such bulk resources.
- 7.10. In terms of section 41(2) each organ of state providing such bulk resources to a municipality, must furnish the National Treasury in writing at the end of each month the amount to be paid by the municipality for such bulk resources for that month; the arrears owing and the age profile of such arrears and actions taken by that organ of state to recover the arrears. Whether this has been done by Eskom is questionable as result of the accumulation of the current debt over 4 years.



- 7.11. Section 44 of the MFMA also dictates the resolution of disputes between organs of state. Section 44(1) provides that whenever a dispute of financial nature arises between organs of state, the parties concerned must as promptly as possible take all reasonable steps that may have been necessary to resolve the matter out of Court.
- 7.12. Section 44(2) further provides that if the National Treasury is not a party to the dispute, the parties must report the matter to the National Treasury and may request the National Treasury to mediate between the parties or to designate a person to mediate between them. There is no indication that this has been done and the relevant respondents are invited to disclose that there has been compliance.
- 7.13. Chapter 13 of the MFMA contains various provisions toward the resolution of financial problems of a municipality. It places, for example in terms of section 136, the obligation on the MEC for Local Government certain duties towards the resolution of financial problems.
- 7.14. Section 139 of the MFMA provides for certain mandatory provincial interventions arising from a financial crisis. Section 141 of the MFMA provides for the preparation of financial

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recovery plans. Section 150 of the MFMA even provides for the intervention by the National Executive where the Provincial Executive cannot or does not adequately exercise the powers and perform the functions in terms of section 139(4) or 139(5) of the Constitution.

7.15. Given the aforesaid provisions of the MFMA aimed to support and assist firstly at provincial level and ultimately at national level where a municipality is unable to comply with its financial obligations towards the rendering of essential basic municipal services, including its financial commitments towards another organ of state, it would appear that neither the dispute resolution mechanisms were embarked upon nor the financial rescue provisions of the MFMA were resorted to in order to prevent the current situation whereby members of the public and users of electricity stand to be deprived of their constitutional right to receive basic municipal services from the Second Respondent and as a result of the unilateral action taken by Eskom as major state enterprise and organ of state.

7.16. Section 41(1) of the Constitution provides that all spheres of Government and all organs of state within its sphere must, *inter alia*, secure the well-being of the people of the Republic and cooperate with one another in mutual trust and good faith.

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- 7.17. Section 41(2) provides for the enactment of legislation to establish and provide for structures and institutions to promote and facilitate intergovernmental relations and provide for appropriate mechanisms and procedures to facilitate settlement of intergovernmental disputes.
- 7.18. Section 41(3) of the Constitution further provides that an organ of state involved in an intergovernmental dispute must make every reasonable effort to settle the dispute by means of mechanisms and procedures provided for that purpose and must exhaust all other remedies before it approaches the Court to resolve the dispute.
- 7.19. Section 41(4) provides that if a Court is not satisfied that the requirements of subsection (3) have been met it may refer a dispute back to the organs of state involved.
- 7.20. In this case these provisions are circumvented by Eskom in its decision to enforce payment by interrupting supply to the municipality thereby avoiding an approach to Court and following of prior dispute resolution procedures and then leaving it to consumers and end – users to seek relief from the Court. In doing so it subverts the spirit and purpose of the legislative provisions.

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- 7.21. The Intergovernmental Relations Framework Act, No. 13 of 2000 ("IRFA") was, *inter alia*, enacted in order to give effect to section 41(2) of the Constitution. I do not intend to traverse the provisions of this Act in detail and it will be referred to in further argument, save to say that it provides for the establishment of intergovernmental forums at national provincial, and local government level in order to promote co-operative governance. Chapter 4 of last-mentioned Act provides also for the settlement of intergovernmental disputes.
- 7.22. In terms of its powers under section 47(1)(f) of IRFA, the for Minister of Provincial and Local Government (now known as the Minister for Cooperative Governance and Traditional Affairs) has published guidelines for effective conflict management and also to give effect to judgments of the Constitutional Court which places a positive duty on organs of state to endeavour to resolve their disputes amicably.
- 7.23. In terms of Item 3 of the Guidelines, the Guidelines are applicable to all organs of state. The Guidelines further give effect to section 40(2) of the IRFA, which stipulates that any formal agreement between two or more organs of state must include dispute settlement mechanisms, or procedures that are appropriate to the nature of the agreement and the matters that are likely to become the subject matter of the dispute.

- 7.24. In order to give effect to section 40(2) the Guidelines make provision for standard clauses in agreements between organs of state in order to make provision for dispute settlement procedures which include, *inter alia*, mediation and arbitration. I refer to the relevant provisions of the IRFA and the Guidelines, as they are mandatory provisions that have to be complied with by Eskom in its relationship with the Musina Municipality and its agreement to supply electricity to the Municipality.
- 7.25. The Applicants are not in possession of the agreements between Eskom and the Second Respondent to ascertain to what extent these dispute resolution mechanisms have been adopted in terms of the agreement and to what extent they have been exhausted before resorting to the draconian measure to interrupt the electricity supply to the Second Respondent, ostensibly on Eskom's interpretation of section 21(5) of the ERA which interpretation is dealt with further herein.
- 7.26. The Electricity Regulation Act ("ERA") provides for the regulation of the supply of electricity of South Africa. Its objects include the achievement of an efficient, effective, sustainable and orderly operation of electricity supply infrastructure in South Africa.

- 7.27. The ERA also seeks to ensure that the interests and needs of present and future electricity customers and end-users are protected and met, having regard to the governance, efficiency, effectiveness and long-term sustainability of the electricity supply industry within the broader context of economic energy regulation in the Republic. It also seeks to facilitate a fair balance between the interests of customers and end-users, licensees and investors in the electricity supply industry and the public.
- 7.28. The National Energy Regulator ("NERSA") is the independent body responsible as a custodian and enforcer of the regulatory framework. ERA contain several provisions aimed to regulate the issuing of licenses and the operation, generation, transmission and distribution of electricity and affords NERSA various functions and powers in order to give effect to this purpose.
- 7.29. Eskom has a monopoly in South Africa in relation to the generation and transmission of electricity in South Africa. It is also the holder of a license for the generation and transmission of electricity and supply electricity to various municipalities in South Africa.
- 7.30. The distribution function of Eskom is either carried out by Eskom itself directly to electricity consumers and end-users or

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is carried out by a number of licensees, the majority of whom are municipalities. The municipalities are also licensed by NERSA to distribute electricity and to trade in electricity.

7.31. A municipality such as the Second Respondent is therefore also a licensed distributor and trader in electricity and like other municipalities relies on the generation of revenue from the selling of electricity to customers and end-users. To this extent customers and end-users within the area of jurisdiction of the municipality has no choice but to be dependent upon the distribution of electricity to them via the municipality, who in turn receives its supply of electricity from Eskom.

7.32. In terms of Section 27(f) of ERA it is, *inter alia*, the duty of a municipality to ensure sustainable reticulation services through effective and efficient management and in adherence to the national norms and standards contemplated in section 35.

7.33. It is furthermore the duty of a municipality in terms of section 27(g) to regularly report and provide information to the Department of Provincial and Local Government (now known as COGTA), the National Treasury, the Regulator and customers.

7.34. Therefore, from the provisions of the ERA, read with the MFMA and the principles of cooperative governance, it is the joint function of Eskom, municipalities, NERSA, provincial



government, the Minister of Cooperative Governance and to some extent National Treasury (under the control of the Minister of Finance) who all have the constitutional and statutory duty to ensure that all these constitutional and legislative objectives are properly fulfilled in the interest of the broader public and consumers and end-users of electricity.

7.35. Although Eskom has not specifically referred to Section 21(5) of ERA in any of the notifications, the Applicants are mindful that in other matters Eskom relied on section 21(5)(b) of ERA as justification to interrupt or terminate municipal supply of electricity to the municipality. In this regard Eskom regards a municipality as a "customer".

7.36. This interpretation is wrong, for various reasons. Firstly, the municipality is itself a licensee, trader and distributor of the electricity and not a customer. The relationship is akin to an intermediary and is an extension of Eskom to customers and end-users. In certain rural areas Eskom performs the distribution to the consumers as customers or end-users directly. Eskom relies on a narrow interpretation of the legislation, ignoring the context and purposes not only of the ERA, and the broader scope of other legislation such as the MFMA and principles of cooperative governance.



- 7.37 For example, if consideration is given to section 6 of the ERA, which provides for the establishment of customer and end-user forums, it envisages such forums to have amongst members of the forums also licensees and customers. A municipality cannot be both a licensee and a customer considering the broader purpose and scheme of the Act. Argument will also be tendered with regard to other provisions for purposes of a contextual interpretation and the purpose of interpretation of the ERA.
- 7.38. "Customer" can only mean a "buyer of electricity from a licensee" and not a licensee to whom electricity is supplied for purposes of further distribution and trading or on-selling to customers or end users.
- 7.39. One of the powers in terms of section 4 of NERSA is to enforce performance and compliance and take appropriate steps in the case of non-performance. This relates to non-performance and non-compliance by, *inter alia*, licensees.
- 7.40. It follows that from the ERA and the other legislation referred to that Eskom can avail itself of the remedy to approach the regulator and other organs of state in order to call upon them to exercise their powers and duties to assist it where another licensee and organ of state fails to comply.

- 7.41. The main relief in Part B of the earlier application and this application is also directed to seek relief to ensure compliance and performance of the functions of NERSA in terms of ERA.
- 7.42. It is by no means clear that Eskom has sought the assistance of NERSA as a regulator or has availed itself of alternative dispute resolution mechanisms either provided in terms of the ERA or in terms of the principles of cooperative governance.
- 7.43. It is, for instance, also within the scope of the duties and powers of the Regulator, NERSA, to ensure that municipalities comply with their duties as licensees in terms of section 27 of ERA, which includes compliance with section 27(g).
- 7.44. To the extent that Eskom may again rely on the right to terminate the supply of electricity or to interrupt the supply on the strength of section 21(5)(b) of ERA, it is submitted that such a decision lie at the level of co-operative governance and it may not do so unless the principles of co-operative governance has first been exhausted. That has not happened in this case.
- 7.45. Furthermore, the decision by Eskom infringes constitutional rights under the Bill of Rights as referred to above in paragraph 6.14 and it is submitted that ERA, including section 21(5)(b) is not a law of general application as envisaged in section 36(1) of

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the Constitution or that it is reasonable and justifiable, having regard to the factors listed in section 36(1) of the Constitution.

7.46. Without traversing all the factors individually in section 36 of the Constitution, there are less restrictive means to achieve the purpose by resorting to the regulator (NERSA) or apply the principles of co-operative governance or resort to the already mentioned provisions of the MFMA in order to achieve the purpose of obtaining payment for the supply of its electricity from another organ of state such as the Second Respondent, especially where it knows that its decision will adversely affect businesses and individual members of the public who are diligent paying customers and end-users of electricity.

7.47. On the strength of the interpretation of the Applicants in respect of the ERA and including section 21(5)(b) the decision of Eskom is unlawful. Furthermore, the Applicants contend that the decision is also unlawful considering the constitutional imperative of co-operative governance and related legislation including ERA and the MFMA and less restrictive means are available in legislation and could be resorted to.

GROUND OF REVIEW IN TERMS OF PAJA:

8.

For purposes of the relief sought in Part B of the earlier application and the *prima facie* rights of the Applicants which have been infringed considering the requirements of an *interim* interdict which is sought in this application, the relief sought is based on the following grounds:

- 8.1. The decision of Eskom amounts to administrative action by an organ of state which adversely affects the rights of persons and which has a direct external legal effect.
- 8.2. The decision of Eskom to interrupt the supply of electricity to the Second Respondent is unconstitutional and unlawful, viewed against the constitutional principles of cooperative governance and related legislation, and other available remedies in terms of the MFMA and against the broader context and purpose of the ERA;
- 8.3. No prior notice was given by Eskom to alert the public to its intended decision, and no opportunity has been granted to affected parties to make submissions to it.
- 8.4. The short notice period of an intention to interrupt the electricity supply is unreasonable and unfair and adversely affects the rights of customers and end-users of electricity in the town of

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Musina. The action is therefore procedurally unfair in terms of Section 6(2)(c) of PAJA.

8.5. Mandatory and material procedures and conditions prescribed by legislation were not complied with by Eskom. Again in this regard reference is made to the provisions of the ERA, principles of co-operative governance and the MFMA already referred to. In this regard the action was most probably also materially influenced by an error of law or contravenes the law or not authorised by the empowering provision. This renders the action of the first Respondent reviewable in terms of section 6(2)(b), 6(2)(d) and 6(2)(f)(i) of PAJA.

8.6. The failure to pursue alternative remedies, as already mentioned, amounts to a failure to take relevant considerations into account or amounts to a lack of consideration of relevant consideration and which renders the action reviewable in terms of section 6(2)(e)(iii) of PAJA.

8.7. The exercise of power under the interpretation of section 21(5)(b) of the ERA infringes the principle of proportionality and is unreasonable, unless less restrictive remedies and alternative remedies, as already mentioned before with reference to alternative dispute resolution or application of the principles of co-operative governance are resorted to, and



therefore renders the action reviewable under section 6(2)(h) of PAJA.

- 8.8. The failure by Eskom to follow other alternatives and less restrictive and less draconian measures in preference to the exercise of a decision in terms of section 21(5) of ERA supports the conclusion that the limitation of the Bill of Rights is not reasonable and justifiable considering section 36(1) of the Constitution.

REQUIREMENTS FOR AN INTERIM INTERDICT:

9.

**Prima Facie Right:**

- 9.1. Considering the interests and rights which the First Applicant seeks to protect, having regard to section 38 of the Constitution and the direct interest of, both Applicants and the rights of consumers and end-users in the broader sense, which rights the First Applicant seeks to protect, a *prima facie* right considering the right to basic Municipal services in the form of provision of electricity which stand to be adversely affected and infringed across the board, especially paying customers or end-users. The First Applicant seeks to protect the rights of those diligent and paying customers or end-users who find



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themselves caught in an untenable situation which arose between two organs of state. The rights referred to above under the Bill of Rights stand to be infringed.

- 9.2. The Applicants, and those whose interests and rights they seek to protect, also have a legitimate expectation or a right that Organs of State comply with the principles of cooperative government and alternative less restrictive measures than the one that has been adopted by Eskom. Furthermore, their rights to fair and just administrative action considering the provisions of PAJA already referred to, are *prima facie* also affected.

**Irreparable Harm:**

- 9.3. It is submitted that there is a well-grounded apprehension of irreparable harm in the *interim*, if the *interim* relief is not granted and the ultimate relief is eventually granted. I have already referred to the envisaged harm in respect of businesses and other individual interests which the Applicants seek to protect. It speaks for itself that even an interruption of electricity to the extent intended by Eskom **will** create harm and prejudice including other service delivery of Second Respondent to businesses and the public. It is submitted that this harm and prejudice is obvious as the result of the dependency of businesses and individual households and persons on the supply of electricity. It is likely to affect water pumps, warm





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water systems, the functioning of computer and other electronic systems, to name a few.

9.4. From a broader public perspective the decision is likely to affect the local Musina Hospital, healthcare services, factories, schools and has a general adverse financial effect on businesses and which would most probably also place certain businesses at financial risk which could result in their demise and likely to affect also employment.

9.5. The Second Applicant **will** be directly affected in his practice as a medical practitioner and especially patients who are in need of healthcare services. In the town of Musina there are also other private emergency services and medical services which stand to be affected.

**Balance of Convenience:**

9.6. It is further submitted that the balance of convenience favours the granting of the *interim* relief. In this regard I wish to reiterate that similar *interim* relief was recently granted by this Honourable Court as it appears from the Court Orders that were attached to the letter of the First Applicant's attorneys dated 2 July 2018. It needs also to be mentioned that in the *Resilient* matter Eskom voluntarily agreed not to proceed with the intended interruption of supply of electricity to eMalahleni



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(previously known as Witbank) until the adjudication of the main relief which is to be heard later in August 2018.

9.7 It is submitted that the balance of convenience favours the interests of those that the First Applicant seeks to protect and the interest of the Second Applicant. Other avenues are still open to Eskom in terms of the MFMA, ERA and the principles of co-operative governance in order to secure payment.

9.8. The Applicants have no other satisfactory remedy at its disposal.

URGENCY:

10.

10.1. The initial decision of the First Respondent was announced through the publication of the notice on 29 June 2018. The applicants then launched an urgent application to this Honourable Court for similar relief. The application was placed on hold when Eskom and the Second Respondent concluded a settlement which secured, albeit for the time being, a continuation of electricity supply. The applicants accepted the First Respondent's assurance at face value.



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- 10.2. The First Applicant, following the initial notice, availed itself of the right to make representations to the First Respondent, as can be seen from the written representations dated 18 June 2018. Less than two weeks thereafter, the final decision followed to be implemented within a week from the final decision, which raises serious doubt whether the Applicants' representations were considered at all.
- 10.3. Without following any of the prescribed procedures and without allowing members of the public the opportunity to make representations, the First Respondent again, on unreasonably short notice, notified the public on 2 November 2018, of its intention, again, to act unlawfully by interrupting the electricity supply to the Second Respondent.
- 10.4. The interruption of electricity supply takes effect from 19 November 2018, indefinitely unless the Court grants an order on an urgent basis in order to stop such interruption.
- 10.5. This conduct of the First Respondent forces the Applicants to approach the Court on an urgent basis. The Applicants are mindful of the need to give the Respondents a reasonable opportunity to defend this application. The Notice of Motion has therefore been structured so as to give the Respondents that

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opportunity, whilst Parts A2 and B of the earlier application is adjudicated in the normal course.

10.6. The Applicants had no other option, as a result of the urgency created by the First Respondent, to approach the Court on this urgent basis and cannot obtain such *interim* relief in the ordinary course.

10.7. With no indication at this stage that the Municipality is able or in a position to make satisfactory arrangements with Eskom, Eskom is determined to proceed with the interruption of the electricity and to the extent as set out in the notice. This could potentially continue for the entire period until Part B of the earlier application or of this application is heard. There is therefore no substantial redress in the *interim* other than to seek an *interim* interdict on an urgent basis. If the matter is not dealt with as a matter of urgency, the potential harm to small businesses and other businesses, including also two high schools and the primary school in the town of Musina, could be devastating and/or seriously detrimental.

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SERVICE OF THE APPLICATION IN THE LIGHT OF THE URGENCY:

11.

11.1. The Applicants' attorneys have ascertained e-mail addresses of senior persons in the employ of the First Respondent and which addresses were also used in other similar applications recently. They appear from the Notice of Motion. Insofar as it was possible to do so under the severe time constraints, the copies of the applications will also be delivered by hand to the other Respondents. A copy of the application will also be forwarded by e-mail to the Municipal Manager of the Second Respondent at the e-mail address which was obtained by the Applicants' attorneys.

11.2. To the extent that it may be necessary, the Applicants' attorney of record will produce a service affidavit in confirmation of service to be effected in this manner for purposes of the urgent application.

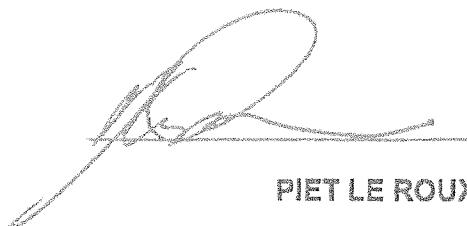
CONCLUSION:

12.

In the circumstances the Applicants pray for the relief on an urgent basis in terms of the Notice of Motion.

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PIET LE ROUX

THUS SWORN AND SIGNED AT Centurion ON THIS 7<sup>th</sup>  
 DAY OF NOVEMBER 2018, BEFORE ME, COMMISSIONER OF OATHS, THE  
 DEPONENT HAVING ACKNOWLEDGED THAT HE UNDERSTANDS THE CONTENTS  
 OF THIS AFFIDAVIT, HAS NO OBJECTION IN TAKING THE OATH AND REGARDS  
 THE OATH AS BINDING ON HIS CONSCIENCE AFTER COMPLYING WITH THE  
 REQUIREMENTS OF GOVERNMENT NOTICE R1258, DATED 21 JULY 1972, AS  
 AMENDED.

BEFORE ME:



COMMISSIONER OF OATHS

NAME: **MARJORIE VAN SCHALKWYK**  
 CAPACITY: **COMMISSIONER OF OATHS - KOMMISSARIS VAN**  
**ATTORNEY OF THE HIGH COURT OF SOUTH AFRICA**  
 ADDRESS: **HW D.F. MALANRYLAAN & UNIONLAAN**  
**KLOOFSIG**  
**CENTURION**

## ANNEXURE AA1

**Department: Cooperative Governance (COGTA)**

COGTA Management/Financial

**Contact Details**

**Postal** Private Bag X804, Pretoria, 0001

**Physical** 87 Hamilton Street, Arcadia, Pretoria

**Tel** 012 334 0600/0705

**Fax** 012 334 0603

**Web**



Cooperative Governance  
Traditional Affairs

**Overview**

The mission of the Department of Cooperative Governance (COGTA) is to ensure that all municipalities perform their basic responsibilities and functions without compromise by: putting people and their concerns first; supporting the delivery of municipal services to the right quality and standard; promoting good governance, transparency and accountability; ensuring sound financial management and accounting; and building institutional resilience and administrative capability.

Governance is to facilitate cooperative governance and support all spheres of government, promote traditional affairs and support associated institutions through: developing appropriate policies and legislation to promote integration in government's development programmes and service delivery; providing strategic interventions, support and partnerships to facilitate policy implementation in the provinces and local government; and creating enabling mechanisms for communities to participate in governance.

The strategic goals of the Department are aligned with the broad policy priorities of the country, as outlined in the 2014-2019 Medium-Term Strategic Framework (MTSF). The Department drives the implementation of the MTSF Outcome 9: to realise the MTSF vision and B2B programme through the implementation of strategic outcome-orientated goals, and programme strategic objectives for the Medium-Term Expenditure Framework (MTEF) 2015-2020 for updated strategic outcome-orientated goals.

# About Cooperative Governance & Traditional Affairs

## About us

The COGTA Ministry comprises of the Department of Cooperative Governance and the Department of Traditional Affairs. Key elements and Constitutional foundations of CoGTA's mandate:

- System of Cooperative Government (Chapter 3 of the Constitution)
- Provinces (Chapter 6 of the Constitution)
- Local Government (Chapter 7 of the Constitution)
- Traditional Leaders (Chapter 12 of the Constitution)

## Vision

A functional and developmental local government system that delivers on its Constitutional and legislative mandates within a system of cooperative governance

This Vision is in line with the objectives of Chapter 13 of the National Development Plan: *'Building a capable and developmental State'*

## Mission

Our mission is to ensure that all municipalities perform their basic responsibilities and functions consistently by:

1. Putting people and their concerns first;
2. Supporting the delivery of municipal services to the right quality and standard;
3. Promoting good governance, transparency and accountability;
4. Ensuring sound financial management and accounting; and
5. Building institutional resilience and administrative capability.

This mission is directly adopted from the 5 Pillars of the Back to Basics Campaign

**Guided by the spirit of Batho Pele, our values are:**

- Commitment to public service.
- Integrity and dedication to fighting corruption.
- A hands-on approach to dealing with local challenges.
- Public participation and people centered approach.
- Professionalism and goal orientation.
- Passion to serve.
- Excellence and accountability.



Adherence to these values will contribute towards the required state of Local Government.

**Contact information**

Tel: 012 334 0600

E-mail: [info@cogta.gov.za](mailto:info@cogta.gov.za)



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Kontak: Edon Venter  
015 516 5024

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Krag en onder lig  
Kontak: Amanda  
092 301 6440

## MEENTHUISTE HUUR OP PLOT

PEB-Agent 516 5024

## VACANCY

Edon Oil Louis Trichardt -  
Petrol Station -  
Assistant Manager

**Responsibilities:**

- Ensure that station runs smoothly and efficiently.
- Control employment and the facilities of the station.
- Plan and prepare the daily schedule of employees and contractors.
- Interview, hire, and supervise employees, create and enforce policy, and maintain staff and report to senior management.
- Monitor control stock with cash flow.
- Keep accurate records in place and records updated.

**Requirements:**

- Leadership Skills
- Time Management
- Math and Computing
- Analytical Skills
- Decision Making Skills
- Customer Service Skills

**Requirements:**

- Matric
- Minimum 5 years relevant experience of working in a retail station is required.
- Strong written and verbal communication skills.
- A customer focused approach to work is highly required.
- Ability to handle and manage all customer enquiries and complaints.
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Salary negotiable  
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Email CV to: [recruitment@edon.co.za](mailto:recruitment@edon.co.za)

## VACANCY

### VAKATURE

Administrative Clerk  
for bookkeeper

Accounting clerical and bookkeeping, as well as administrative duties. Must be able to work in a team and have good communication skills. Must be able to work in a team and have good communication skills. Must be able to work in a team and have good communication skills.

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We will:

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Keoghlan 014, Louis Trichardt, 0980  
Contact: Andrea Holt 015 516 4080 / 583 876 1021  
debtcorrect@telkomsat.net

**Sural**

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Paper, Stationery, Cartridges, Stamps

Tel: 015 516 3981

## VACANCY

**Hoërskool Louis Trichardt**

**VAKATURE**

**Terreinbestuurder - Voltydpos**

Die pos behels die bevoegdheid om te oordeel en te besluit op die terrein en op die sportveld.

**Verwagte:**

- Goede kennis van Afrikaans en Engels
- Tuiste- en buitelandse reiservaring
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- Goede kennis van die sportveld
- Goede kennis van die sportveld
- Goede kennis van die sportveld

**Aanvullende:**

- Staatstelsel
- Donderdag, 5 Julie om 12:00
- 6 pos CV na: [hr@hoerskooltrichardt.co.za](mailto:hr@hoerskooltrichardt.co.za)
- Namse: Die Hoërskool Louis Trichardt (015 516 4965)
- Interessante kandidaat sal gebel word vir onderhouding na onderhandel.
- Pakket - onderhandelbaar

## VACANCIES • TENDERS

To advertise your Vacancy or Tender on this page, contact us at: 015 516 4996

## Final Decision Notice

### FINAL DECISION ON THE INTERRUPTION OF BULK ELECTRICITY SUPPLY TO MUSINA LOCAL MUNICIPALITY

As indicated in the notice published on 18 May 2018, Eskom has carefully considered all written representations, comments and/or submissions received on or before the closing date which, among others, detailed the negative effect the contemplated interruption in supply to have on residents and business, the fact that some customers are paying customers in the Municipal area and many other representations. After careful consideration of all the representations and the overall impact of the existing municipal debt, Eskom has taken a decision to proceed with the contemplated interruption and/or disconnection of bulk electricity supply to Musina Local Municipality.

Eskom hereby notifies all parties who are likely to be materially and adversely affected that the contemplated interruption of bulk supply to Musina Local Municipality will commence on 6 July 2018.

The contemplated interruption of electricity supply will result in temporary scheduled disconnection at the following times:

Monday to Friday	Monday to Friday
06:00 to 07:00 and 17:00 to 18:00	08:30 to 12:00 and 15:00 to 19:00
Week 2:	Week 2:
Monday to Friday (Public)	Saturday to Sunday
06:00 to 18:00	06:00 to 18:00

Notwithstanding the above proposed indicative times for the interruption of electricity supply, Eskom may upon 15 calendar days' notice, disconnect electricity entirely and indefinitely should the electricity debt situation not improve.

The following townships shall be affected by the contemplated interruption and/or disconnection, except those directly supplied by Eskom.

Affected townships of supply:

- Musina Town

Eskom advises all parties who are likely to be materially and adversely affected by the contemplated interruption of bulk electricity supply to Musina Local Municipality to take all the necessary precautions to ensure the safety of lives and to limit damages to their equipment, operations and business.

Issued in terms of the Promotion of Administrative Justice Act (Act 3 of 2000).

**Eskom** | **Powering people, prospering the nation**

**Zoutpansberger** | **Republiek van Suid-Afrika**

**2LOAN.CO.ZA**

**VACANCY**

**DEBT COLLECTOR**

Commission + cellphone allowance + fuel allowance

**Requirements:**

- Debt collection experience
- Fluent in Tshivenda and English
- Drivers license
- Own vehicle
- Computer literate (basic excel & emails)

Closing date for applications: 14 July 2018

Send CV's to: [info@2loan.co.za](mailto:info@2loan.co.za)

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# INTERRUPTION OF BULK ELECTRICITY SUPPLY TO MUSINA MUNICIPALITY

ing. Reconciliation of state-

@pandi.co.za

d.  
: 204; Louis Trichardt 0920  
opo Province

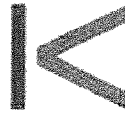
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**KRIEK WASSENAAR & VENTER ING**

Prokureurs • Advokaatsadviseurs • Attorneys • Conveyancers

Our ref: P Wassenaar / J Jordaan/QB0387

Your ref: Rachel Sebola / Musina

18 June 2018

THE ACTING SENIOR MANAGER: CUSTOMER SERVICES

ESKOM SOC LTD

ESKOM OFFICES 66

HANS VAN RENSBURG

POLOKWANE

By email: [LPExecActionTeam@eskom.co.za](mailto:LPExecActionTeam@eskom.co.za)

AFRISAKE NPC &amp; OTHERS / ESKOM SOC LTD &amp; OTHERS

RE: MUSINA LOCAL MUNICIPALITY PUBLIC REPRESENTATIONS: INTERRUPTION OF BULK ELECTRICITY  
SUPPLY TO MUSINA MUNICIPALITY

1. We act on behalf of Afrisake NPC ("our client") and the various members of our client residing and/or conducting business in the Musina Local Municipality ("the Municipality").
2. It is our instructions that your offices ("Eskom") on or about 18 May 2018 published a notice in the local community newspaper, *Zoutpansberger*, informing the public of *inter alia* the following:
  - 2.1. That the Municipality currently owes Eskom an amount of R72 736 380.00;
  - 2.2. That Eskom is of the intention to interrupt the bulk supply of electricity to the Municipality on 6 July 2018, and that the interruption will continue indefinitely;
  - 2.3. That the affected parties must submit written representation, comments and/or submissions indicating why Eskom should not proceed with the contemplated interruption and/or disconnection, which submissions must be made by no later than 18 June 2018;
  - 2.4. That the aforementioned interruption of the bulk supply of electricity **will** not affect persons who are directly supplied with electricity.
3. Our client is a non-profit company focused on protecting the rights of its members, while overwhelmingly business owners, as well as the communities in which those members conduct business. Our client's goal is to protect the economic prosperity of the communities in which our client's members operate and to ensure that a favourable business environment is created.
4. Our client and its members have a direct interest in the matter, as our client's members operate in the Municipality's municipal boundaries and rely heavily on the supply of electricity by the

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(p) Postnet Suite # A7, Private Bag X592, Silverton, 0127 • BTW Reg: 4020260685 • Lede van die Vereniging van Regslui vir Afrikaans



Direkteure/ Directors: Johan Kriek (B Proc, LLM), Peter Johannes Wassenaar (LLB)  
Bygestaan deur/assisted by Tertie Johanna Wassenaar (LLB), Jani Jordaan (LLB);  
Konsultante/ Consultants: Catherina Elizabeth Pienaar (BA, BCur, LLB, LLM, PhD), Sylvia Adriana Venter (LLB)

• Reg: 2012/030418/21

Docdate 2018/06/09

Municipality. Our client's members will be severely prejudiced by the intended action and will suffer irreparable harm if the supply of electricity to their homes and/or businesses is interrupted.

#### IRREPARABLE HARM

5. It is our client's view that the intended interruption of the supply of electricity is not in the national interest, as it will have a devastating effect to the local economy of Musina. Our client is further of the view that the interruption of the bulk supply of electricity to the Municipality will only increase the Municipality's inability to repay its debt.
6. The Municipality generates income from its residents and its local economy. Most of the local businesses rely heavily on electronic equipment in order to not only manage their affairs, but also to render, produce, manufacture and/or distribute local goods and services within not only the Musina community, but also the broader South African economy.
7. Notwithstanding the general damages that the businesses and home owners in the Municipality's boundaries will suffer as a result of your intended action, our client is of the view that the following industries will most likely be catastrophically hit by the interruptions:
  - 7.1. Hospitals, emergency rooms and medical services that rely heavily on specialised equipment to not only do the work, but specifically to keep patients alive and safe;
  - 7.2. Police and security services that rely on electronic databases, alarm systems, security equipment and communication devices to keep the community safe;
  - 7.3. Sewage and water purification plants that require sophisticated electronic systems and pumping equipment in order to supply water and manage sewage in the Municipality;
  - 7.4. Factories and industry that require high volumes of electricity in order to manufacture products and who will not have the financial capacity to generate sufficient electricity in order to proceed with production;
  - 7.5. Shopping malls and large business developments that will for health and safety reasons not be able to allow individual tenants use individual generators to power their units. Many larger developments will also not be able to afford the necessary generators to collectively generate sufficient electricity;
  - 7.6. Small to medium enterprises who require electricity in order to conduct business, but who will not be able to afford generators.
8. The interruption of electricity supply to the business community will result in massive financial losses, which will lead to many businesses having to either retrench workers and/or moving its business activities outside of the boundaries of the Municipality. This reduction in economic flow will all but improve the Municipality's ability to pay.
9. Our client is of the view that there are various alternative legislative and Constitutional remedies available to your offices which will actually address the systemic and root causes of the Municipality's failure to properly meet its obligations. Our client is of the view that the solution to this problem lies in proper cooperative governance.
10. As an organ of state in terms of Section 239 of the Constitution of South Africa, your offices are required to act in the best interests of the country and to ensure that constitutional order is not undermined. Our client is of the view that Eskom has taken an extremely narrow and short sighted

approach to the systemic and institutional problem underpinning the failure by various municipalities to meet their obligations to Eskom. It is our client's view that Eskom is required to consult with not only the municipality, but also provincial and national spheres of government in order to try and resolve the looming national crisis which will only worsen as a result of Eskom's specific approach to the municipal debt problem.

11. Our client demands that Eskom petition not only the Provincial Government, but also the National Government (with specific reference to the Department of Cooperative Governance and the Treasury), to assist you in seeking a constitutional and economically sensible resolution to the problem. We are of the view that Eskom not only has the right to petition the various spheres of government to intervene in the municipal crisis, but a duty as an organ of State to prevent irreparable harm to society and the economy.
12. It has come under our attention that the Minister of Finance on 17 June 2018, according to *Business Day*, stated that load shedding will have a massive negative impact on an already sluggish economy. It is clear that Eskom's attempt to paint this matter as being in the national interest, fails to recognise obvious economic factors beyond its own bottom line. We demand that Eskom disclose the process of consultation that is followed with not only the Municipality, but also the provincial and national spheres of government.

#### HIGH RISK DAMAGE TO INFRASTRUCTURE

13. According to our instructions, the proposed load shedding schedule may cause irreparable harm to power lines and substations in the Municipal boundaries. We have been informed that most of these substations are not built to carry the stress of a municipality wide shutdown of electricity. There is apparently a high likelihood that these units will explode or burn out once power supply is turned back on after a protracted load shedding period.
14. There is also a high likelihood of widespread damage to individual electronic devices and systems within the Municipality, which will only delay and frustrate service delivery in the area. The cost of damage to municipal property, which at the end of the day will become the responsibility of individual ratepayers, will run into the millions.
15. Individual property also runs the risk of permanent damage and burnout. Load shedding will lead to massive losses and damage to property. In addition to this, the indirect cost of maintaining these systems is most likely to skyrocket.

#### NO REAL FINANCIAL BENEFIT

16. Our client is also of the view that there will be no direct financial benefit to Eskom if it is to proceed with the intended interruptions. Our client has consulted with various experts, who are of the opinion that there will be no actual reduction in Eskom's actual energy production during the intended artificial load shedding periods. It is our instructions that the intended process will not lead to an actual decrease in generation costs which in turn reduce the debt of the Municipality.
17. We are of the opinion that the sole intention of this process is to put pressure on the community as an attempt to force the Municipality to comply with its agreements with Eskom, instead of seeking a direct recourse against the Municipality in terms of the contractual and legislative rights that Eskom has.
18. It also seems as if these artificial load shedding periods will cause artificial usage spikes, which will result in the Municipality attracting penalties as a result of the Municipality's breach of its daily



maximum usage. These artificial usage spikes and penalties will only lead to an increase in municipal debt.

#### SIMILAR PROCESSES UNDER REVIEW

19. It is our instructions that Eskom has already been successfully interdicted from interrupting the bulk supply of electricity by more than one division of the High Court. It is our instructions that interdicts have been granted pending the finalisation of a review in the following cases:

	MUNICIPALITY	HIGH COURT DIVISION	INTERDICT DATE
19.1.	Emalahleni	Pretoria Case No: 83581/2017	2017/12/12
19.2.	Victor Khanyo	Pretoria Case No: 28599/2018	2018/05/04
19.3.	Kgetlengrivier	Pretoria Case No: 33447/2018	2018/05/18
19.4.	Thaba Chweu	Mbombela	
19.5.	Dipalaseng	Pretoria	
19.6.	Govan Mbeki	Pretoria	


20. There is no substantial difference in the economic and social effect that the process will have on the aforementioned municipalities' communities, and that of the Musina Municipality and its community. We are of the view that it is in the best interests of not only the Musina community, but also Eskom, that the intended action be held over pending finalisation of the review in especially the Emalahleni (*Resilient and others v Eskom SOC Ltd and others – Caseno 83581/2017*) matter. It will constitute a gross mismanagement of public funds if Eskom is to steamroll the exact same process as in other municipalities where Eskom has already been interdicted to do so.
21. Our client will not hesitate to seek a special punitive cost order *de bonis propriis* against the persons responsible for the decision in order to recoup the wasted costs of litigation. Eskom's attempt to take recourse against the defaulting municipalities where there is no clear right to do so and also a flurry of pending litigation based on materially the same facts, will not be condoned by our client. Our client will not allow Eskom to pass the bill for poorly considered legal action, to the public.

#### ALTERNATIVE REMEDIES

22. It is also our instructions that Eskom has failed to exhaust all other legal remedies available to it in law. Eskom has instead elected to follow a drastic process which will severely prejudice the local community.
23. We are of the view that the following alternative legal remedies are available to Eskom:
- 23.1. Issuing summons against the municipality in order to obtain judgement;
  - 23.2. Applying for a mandamus against the Municipality in order to secure payments and safeguard the public's right to basic municipal services;
  - 23.3. Approaching NERSA under the Electricity Regulation Act for appropriate relief in the light of the Municipality's continued breach of its licence conditions and its constitutional obligations to the public.

- 23.4. Requiring action in terms of Section 139 of the Constitution;
- 23.5. Following the process prescribed in Section 139 of the Local Government: Municipal Finance Management Act.
24. This scope of the municipal payment problem is indeed a national issue that requires the input of not only to Provincial Government, but also the National Government. Eskom is an organ of state in terms of Section 239 and should, even though it is also a registered company in terms of the Companies Act, see itself as part of the entirety of the executive body of government. In failing to properly consult with the Provincial and National Government, Eskom is acting against the best interest of the public.
25. Eskom's intended action is in our view irrational and not rationally linked to a lawful purpose.
26. Our client's demands that Eskom reviews its decision on the matter and that the best interest of the community and economy of Musina prevail.

Yours faithfully,

  
KRIEK WASSENAAR & VENTER INC  
PETER WASSENAAR - DIRECTOR  
(t) 086 596 8516  
(e) [pete@kriekarok.co.za](mailto:pete@kriekarok.co.za)

Dokumente geverg  
Elektroniese Opgesig

Afrisake NPC / Eskom SOC

065

Subject: Afrisake NPC / Eskom SOC  
From: Jansie Swart <kontak@kriekprok.co.za>  
Date: 2018/06/18 03:22 PM  
To: LPExecActionTeam@eskom.co.za

Attached letter for your attention.



JANSIE BRITS

Kriek Wassenaar &amp; Venter Ing

Regsekretaresse / Legal Secretary

• (t) (+27) 12 803 4719 • (f) (+27) 86 596 8797

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• (p) Postnet Suite # A7, Privateack / Private Bag X592, Silverton, 0127 • BTW Reg: 4020260695 • Reg: 2012/030418/21



KRIEK WASSENAAR &amp; VENTER ING

Attachments

Eskom SOC Ltd by email 2018-06-18.pdf

417 KB





ANNEXURE AA5.1

**KRIEK WASSENAAR & VENTER ING**  
 Prokureurs • Aktewervaardigers • Attorneys • Conveyancers

Our ref: P Wassenaar /jb/Q80387  
 Your ref: Rachel Sebola / Musina

2 July 2018

THE ACTING SENIOR MANAGER: CUSTOMER SERVICES  
 ESKOM SOC LTD  
 ESKOM OFFICES 66  
 HANS VAN RENSBURG  
 POLOKWANE

EXTREMELY URGENT

By email: [LPExecActionTeam@eskom.co.za](mailto:LPExecActionTeam@eskom.co.za)

AFRISAKE NPC & OTHERS / ESKOM SOC LTD & OTHERS  
 RE: MUSINA LOCAL MUNICIPALITY PUBLIC REPRESENTATIONS: INTERRUPTION OF BULK ELECTRICITY  
 SUPPLY TO MUSINA MUNICIPALITY

1. We refer to the above mentioned matter and Eskom's decision regarding the Interruption of bulk electricity supply to Musina Local Municipality that was published in the *Zoutpansberger* on 29 June 2018.
2. We have been instructed to bring an application on behalf of our client and its members to review the decision. Our client has instructed us to seek an urgent Interdict against Eskom pending the finalisation of the review of Eskom's decision.
3. Our client has already consulted with counsel. We can confirm that a substantive application is currently being drawn.
4. In a last attempt to prevent an unnecessary urgent application in the High Court, our client proposes that the parties conclude an interim settlement, without prejudice of rights, on the following basis:
  - 4.1. That Eskom undertakes not implement its decision to interrupt the bulk electricity supply to the Musina Local Municipality, pending the finalisation of our client's application to be served in terms of paragraph 4.2 below;
  - 4.2. That our client issue and serve its application to review Eskom's decision and/or any further relief that it might seek, by no later than 20 July 2018;
  - 4.3. That Eskom be granted fifteen (15) court days from date of service of our client's application to file its answering affidavit;
  - 4.4. That our client be granted ten (10) court days from date of service of the answering affidavit, to file a replying affidavit;

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Direkteure/ Directors: Johan Kriek (B Proc, LLM), Pieter Johannes Wassenaar (LLB)  
 Bygestaan deur/assisted by Tertius Johanna Wassenaar (LLB), Jani Jordaan (LLB);  
 Konsultante / Consultants: Catherine Elizabeth Pienaar (BA, BCur, LLB, LLM, PhD), Sylvia Adriana Venter (LLB)  
 • Reg: 2012/030418/21  
 Op Date: 2018/04/06

- 4.5. That the parties agree to approach the Deputy-Judge President for an expedited hearing of the application;
5. We are of the view that the aforementioned terms will ensure a speedy resolve of the dispute for both parties, but also limit the need for truncation of the rules. It is in the best interest of both parties that they properly ventilate their dispute.
  6. In terms of your notice of 29 June 2018, Eskom intends to commence with the disruption of the supply of bulk electricity on 6 July 2018. If the parties cannot come to an agreement regarding the application we are of the intention to file, our client will have no choice but to approach the urgent court on 5 July 2018 for interim relief. Eskom cannot however complain about the extreme truncation of the time periods prescribed by the rules under circumstances where they intend to implement a decision less than four (4) days after the decision was made public – especially under circumstances where there is a history of review proceedings against those decisions. Eskom is to our mind the author of the urgency in this matter.
  7. We have been informed that more than five similar urgent applications have been issued in the High Court Pretoria since end of 2017 in which Eskom was successfully interdicted. We refer you to paragraph 19 of our letter of 18 June 2018. In all of the court orders we have obtained, Eskom has been successfully interdicted.
  8. Our client would like to avoid burdening the urgent court with an application where urgent relief has already been granted under materially the same circumstances as in this case. We request that Eskom settle the matter on an interim basis. If Eskom however fails to give a response to this letter and/or refuses our offer, we will proceed to file our urgent application, which will be enrolled for 5 July 2018.
  9. If Eskom refuses an offer to settle the matter on an interim basis under these circumstances, we will have no choice but to apply for a special cost order on an attorney and own client basis if the parties are forced to approach the urgent court. This letter will form part of our application.
  10. We trust that sanity will prevail and that Eskom will at least agree to sidestep the urgent court in order to expedite the final hearing of the dispute whilst maintaining the *status quo*.
  11. This offer will remain open for acceptance until 10h00 on 3 July 2018, where after it will be automatically withdrawn.

Yours faithfully,

  
 KRIEK WASSENAAR & VENTER INC  
 PÉTER WASSENAAR – DIRECTOR  
 (T) 086 596 8516  
 (e) [peter@kriekurok.co.za](mailto:peter@kriekurok.co.za)  
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peter@kriekprok.co.za

**From:** peter@kriekprok.co.za  
**Sent:** Monday, 02 July 2018 13:11  
**To:** 'LPExecActionTeam@eskom.co.za'  
**Cc:** 'Jani Jordaan'  
**Subject:** URGENT: - MUSINA DISRUPTION: - AFRISAKE NPC & OTHERS / ESKOM SOC LTD & OTHERS  
**Attachments:** Eskom SOC Ltd by email 2018-07-02.pdf  
**Importance:** High

Sir / Madam

URGENT: - MUSINA DISRUPTION: - AFRISAKE NPC & OTHERS / ESKOM SOC LTD & OTHERS

Please see attached letter as a matter of extreme urgency. Our client is of the intention to proceed with an urgent application.

Yours faithfully



P  ter Wassenaar  
Kriek Wassenaar & Venter Ing  
Direkteur / Director

• (t) (+27) 12 803 4719 • (f) 086 596 8516

• (a) 1ste Vloer / 1st Floor, Norex Huls / House, Rauchlaan 79 Rauch Avenue, Georgeville, Pretoria, 0184

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KRIEK WASSENAAR & VENTER  
Ingenieurs & Advokaatskantoor

## ANNEXURE AA5.2

IN THE HIGH COURT OF SOUTH AFRICAGAUTENG DIVISION, PRETORIA

AT PRETORIA ON THIS THE 18<sup>th</sup> DAY OF MAY 2018 BEFORE HER LADYSHIP  
MS JUSTICE DIPPENAAR AJ

CASE NO: 33495/2018

In the matter between:

THE PREMIER, MPUMALANGA PROVINCE	X67, Pretoria 0001	Applicant
and	2018 -05- 18	
ESKOM HOLDINGS SOC LTD	GD-PRET-021	First Respondent
GOVAN MBEDI LOCAL MUNICIPALITY		Second Respondent
DIPALESENG LOCAL MUNICIPALITY		Third Respondent
THE NATIONAL ENERGY REGULATOR OF SOUTH AFRICA ("NERSA")		Fourth Respondent
THE MINISTER OF ENERGY		Fifth Respondent

DRAFT ORDER

After reading the papers filed of record and hearing counsel, the following order  
is made:

1. The applicant is authorised to dispense with the ordinary rules relating to forms, service and time periods and permitted to bring this application by

way of urgency in terms of rule 6(12) of the Uniform Rules of the above Honourable Court.

2. The first respondent is interdicted and prohibited from implementing its decision to commence with the Interruption and termination of the bulk electricity supply to the second and third respondents scheduled to commence at 06h00 on 21 May 2018.
3. The order in paragraph 2 will operate as an interim interdict pending:

3.1. the finalisation of this application; ~~and~~

3.2. ~~the final adjudication of the applicant's application for a review of the first respondent's decision, in terms of the Promotion of Administrative Justice Act, No 3 of 2000 ("PAJA"), to set aside the first respondent's decision to interrupt the bulk electricity supply to the second and third respondents, and~~ *it is ordered that the application proceeds in accordance with the ordinary rules, unless the parties agree otherwise*

3.3. ~~the relief in paragraph 2 above will lapse if the applicant fails to institute the aforesaid review application on or before 29 June 2018.~~

4. The first respondent is directed to pay the costs of this urgent application on the attorney and client scale, including the costs of two counsel.

Private Bag X87, Pretoria 0001

2018-05-18

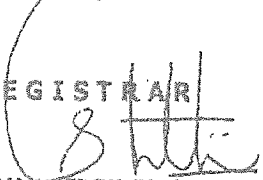
GD-PRET-021

Page 3 of 3

5. The applicant is given leave to amend its notice of motion and to supplement the founding affidavit to seek such relief against the fourth respondent as it may be advised.

BY ORDER

REGISTRAR

  
H VAN EEDEN SC (082 561 0546)  
DH WIJNBEEK (082 497 6137)  
KT MATHOPO (078 8036756)  
Applicants' Counsel  
Chambers  
SANDTON

Private Bag 1027, Bruma 0001

2016-05-18

GD-PRAT-021



## ANNEXURE AA5.3

IN THE HIGH COURT OF SOUTH AFRICAGAUTENG DIVISION, PRETORIA

AT PRETORIA ON THIS THE  
MR JUSTICE

DAY OF MAY 2018 BEFORE HIS LORDSHIP

CASE NO: 28599/2018

In the matter between:

**THE PREMIER, MPUMALANGA PROVINCE**

Applicant

and

**ESKOM HOLDINGS SOC LTD**

First Respondent

**VICTOR KHANYE LOCAL MUNICIPALITY**

Second Respondent

**THE NATIONAL ENERGY REGULATOR OF  
SOUTH AFRICA ("NERSA")**

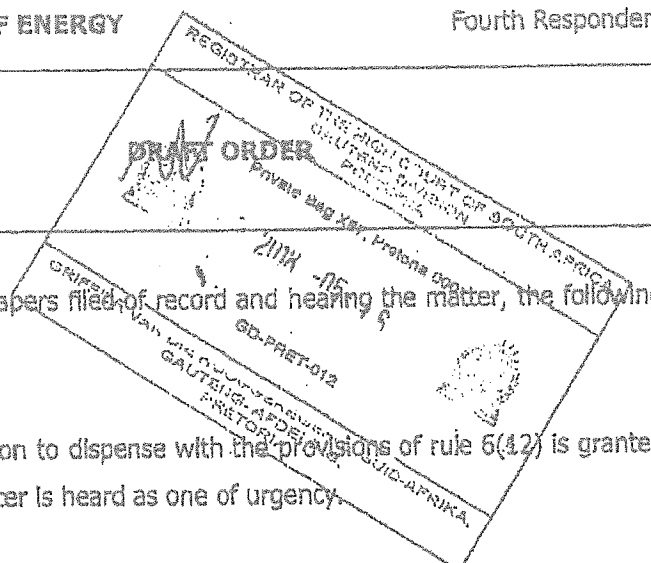
Third Respondent

**THE MINISTER OF ENERGY**

Fourth Respondent


After reading the papers filed of record and hearing the matter, the following order is made:

1. The application to dispense with the provisions of rule 6(12) is granted and this matter is heard as one of urgency.
2. The first respondent is interdicted and prohibited from implementing its decision to commence with the interruption and termination of the bulk electricity supply to the second respondent scheduled to commence at 6h00 on 7 May 2018 ("the first respondent's decision").



3. The order in paragraph 2 will operate as an Interim Interdict pending:
  - 3.1. the finalisation of this application; and
  - 3.2. the final adjudication of the applicant's application for a review of the first respondent's decision, in terms of the Promotion of Administrative Justice Act, No 3 of 2000 ("PAJA"), to set aside the first respondent's decision to interrupt the bulk electricity supply to the second respondent.
4. The relief in paragraph 2 above will lapse if the applicant fails to institute the aforesaid review application on or before 30 May 2018.
5. The first respondent is directed to pay the costs of this urgent application ~~on the attorney and client scale~~, including the costs of two counsel.
6. The applicant is given leave to amend its notice of motion and to supplement the founding affidavit to seek such relief against the third respondent as it may be advised.

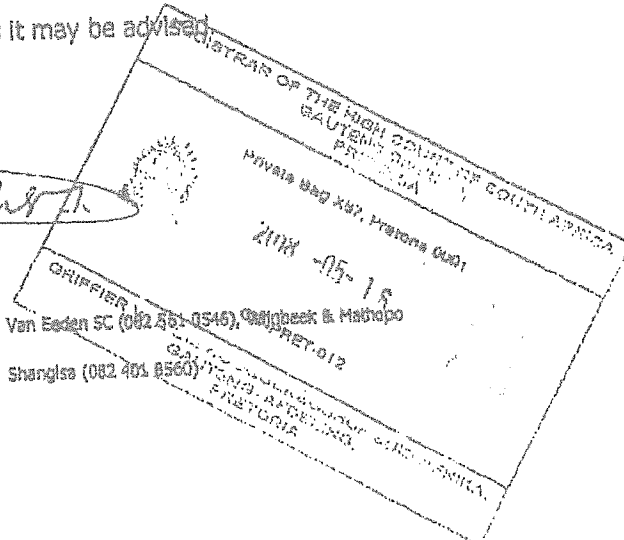
BY ORDER

  
 REGISTRAR

Counsels for Applicant:

Van Eeden SC (082 551 0545), Omligweke &amp; Mashopo

Counsel for first respondent: Shangisa (082 401 8560)





## ANNEXURE AA5.4

IN THE HIGH COURT OF SOUTH AFRICAGAUTENG DIVISION, PRETORIA

AT PRETORIA ON THIS THE 18<sup>th</sup> DAY OF MAY 2018 BEFORE HER LADYSHIP  
MS JUSTICE DIPPENAAR AJ

CASE NO: 33447/2018

In the matter between:

THE KGETLENGRIVIER CITIZENS	First Applicant
FAIZAL MOHAMED WADEE	Second Applicant
ISMAIL ADAM	Third Applicant
WILHELM ROCHER	Fourth Applicant
MARTIN STOLS	Fifth Applicant
RIANA ROCHER	Sixth Applicant
VONNIE ROBINSON	Seventh Applicant
and	
ESKOM HOLDINGS SOC LTD	First Respondent
KGETLENGRIVIER LOCAL MUNICIPALITY	Second Respondent
THE NATIONAL ENERGY REGULATOR OF SOUTH AFRICA ("NERSA")	Third Respondent
THE MINISTER OF ENERGY	Fourth Respondent

**DRAFT ORDER**

After reading the papers filed of record and hearing counsel, the following order  
is made:

1. The applicants are authorised to dispense with the ordinary rules relating to forms, service and time periods and permitted to bring this application by way of urgency in terms of rule 6(12) of the Uniform Rules of the above Honourable Court.
2. The first respondent is interdicted and prohibited from implementing its decision to commence with the interruption and termination of the bulk electricity supply to the second respondent scheduled to commence at 06h00 on 17 May 2018.
3. The order in paragraph 2 will operate as an interim interdict pending:

3.1. the finalisation of this application; and

3.2. ~~the final adjudication of the applicant's application for a review of the first respondent's decision, in terms of the Promotion of Administrative Justice Act, No 3 of 2000 ("PAJA"), to set aside the first respondent's decision to interrupt the bulk electricity supply to the second respondent; and~~

*3.2. It is ordered that the application proceed in accordance with the ordinary rules, unless the parties agree otherwise*

3.3. the relief in paragraph 2 above will lapse if the applicant fails to institute the aforesaid review application on or before 29 June 2018.

Private dag X07, Pretoria 0001

2018-05-18

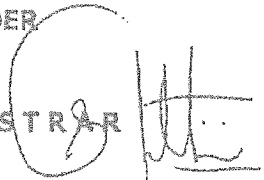
GO-PRET-021

Page 3 of 3

4. The first respondent is directed to pay the costs of this urgent application, including the costs reserved on 16 May 2018, on the attorney and client scale, including the costs of two counsel.
5. The applicants are given leave to amend its notice of motion and to supplement the founding affidavit to seek such relief against the third respondent as it may be advised.

BY ORDER

REGISTRAR



H VAN EEDEN SC (082 561 0546)  
DH WIJNBEEK (082 497 6137)  
KT MATHOPO (078 8036756)  
Applicants' Counsel  
Chambers  
SANDTON

Private Bag X87, Pretoria 0001

2018-05-18

GD-PRST-021

## ANNEXURE AA5.5

IN THE HIGH COURT OF SOUTH AFRICA  
GAUTENG DIVISION, PRETORIA

Before Judge R. M. L. L. L.  
12 December 2017



CASE NO 83581/2017

In the matter between:

RESILIENT PROPERTIES PROPRIETARY LIMITED

First Applicant

CHANGING TIDES 91 PROPRIETARY LIMITED

Second Applicant

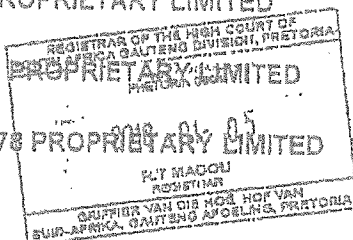
RETRACTION PROPS 7 PROPRIETARY LIMITED

Third Applicant

MOGWELE TRADING 278 PROPRIETARY LIMITED

Fourth Applicant

And



ESKOM HOLDINGS SOC LIMITED

First Respondent

EMALAHLENI MUNICIPALITY

Second Respondent

MEC: CO-OPERATIVE GOVERNANCE  
& TRADITIONAL AFFAIRS (MPUMALANGA)

Third Respondent

MINISTER OF ENERGY

Fourth Respondent

NATIONAL ENERGY REGULATOR OF SOUTH AFRICA

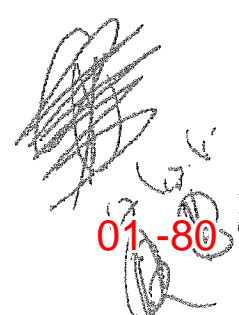
Fifth Respondent

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DRAFT ORDER

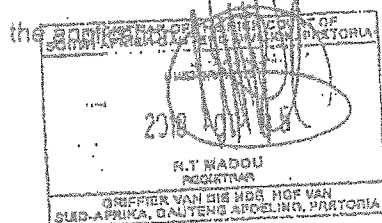
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1. The parties agree to approach the Deputy Judge President for an expedited hearing of Part A of the application.



Page 2

2. Pending finalisation of Part A of the application, the First Respondent undertakes not to interrupt the supply of electricity to the Second Respondent.
3. The costs of the appearance on 12 December 2017 will be costs in Part A of





**NGENO & MTETO INC.**  
*Attorneys, Notaries & Conveyancers*

Unit C-550 BLOCK C Brooklyn Office Park, 488 Fernsien Street, Brooklyn Tel No: 012 004 0424 Fax No: 012 004 0430 PO BOX 4875 PRETORIA 0001

Date: 04 JULY 2018

Our Ref: MR NGENO

Your Ref: P WASSENAAR/J JORDAAN/QB0387

KRIEK WASSENAAR & VENTER INC

Per email: janl@kriekprok.co.za

Dear Sirs,

**AFRISAKE NPC & OTHERS/ MUSINA LOCAL MUNICIPALITY, ESKOM & OTHERS**  
**CASE NUMBER: 48778/2018**

1. We refer to the above matter as well as your urgent application set down on the 05<sup>th</sup> of July 2018.
2. We act on behalf of Eskom herein at whose instance this letter is addressed to you.
3. We have been instructed to inform you that the municipality and Eskom have entered into a payment agreement. This occurred at a meeting between the two (the municipality and Eskom) on 04 July 2018.
4. On the basis of the payment agreement, Eskom has taken a decision not to continue with the scheduled interruption of electricity supply to Musina Local Municipality which was scheduled to take place with effect from 06 July 2018.
5. In view thereof that the scheduled interruption will no longer take place, there is no longer any necessity for the interim relief sought by your client in the urgent application. This is so because our client is no longer intending to terminate the supply of electricity. Accordingly, it is our client's view that the urgency in your application has become academic as it has been overtaken by events.
6. In light of the above, we request that you kindly confirm to us by 17:00 this Wednesday 04 July 2018 that your client will remove the matter from the urgent roll of the 05<sup>th</sup> July 2018.
7. Should you or your client persist with the urgent application in circumstances where it is no longer necessary to do so, our client will oppose the application and seek a cost order against your clients.
8. In any event, please inform us of your client's decision so that we may prepare our opposing papers if needs be.

**DIRECTORS:**

TANDO NGENO: BProc, Post Graduate Diploma in Corporate Law, LL.M (Commercial Law), Notary & Conveyancer,  
 EARL LHWALAM JAFTA: BProc, LL.B, Certificate in Prospecting and Mining Law,  
 Professional Assistant: Mkhungabazi Mafuza LL.B  
 Consultant/Leander Kook: BA, LL.B

9. We look forward to your response hereto.

Yours faithfully

NGENO AND MTETO INC

PER: T NGENO

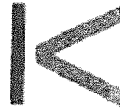
(sent through electronic mail)

DIRECTORS:

TANDO NGENO: BProc, Post Graduate Diploma in Corporate Law, LL.M (Commercial Law), Notary & Conveyancer,  
EARL LIWALAM JAFTA: BProc, LL.B, Certificate in Prospecting and Mining Law.  
Professional Assistant: Mhlangabazi Malweu LLB  
Consultant/Leader Kock: BA, LLB



## ANNEXURE AA6.2



**KRIEK WASSENAAR & VENTER INC**  
 Prokurators • Aktiverwaardigars • Advokaats • Convoysmeesters

Our ref: P Wassenaar / J Jordaan/QB0387

Your ref: Mr Ngano

4 July 2018

**NGENO & MTETO INC**  
**PRETORIA**

By email: [jando@ngenomtetoinc.co.za](mailto:jando@ngenomtetoinc.co.za)

**AFRISAKE NPC & OTHERS & 1 OTHER/ ESKOM SOC LTD & OTHERS & 6 OTHERS**  
**CASE NUMBER: 45778/2018**  
**URGENT APPLICATION: 5 JULY 2018 AT 14H00**

1. We refer to the above mentioned matter and your letter of even date regarding the agreement reached with the municipality and that your client no longer wishes to proceed with the interruption of the electricity supply.
2. The file is already with the judge and our counsel will appear tomorrow in order to advise the presiding judge of the contents of your letter for record purposes and seek a removal of the interim relief from the roll. Therefore your client need not prepare papers. However what remains is the issue of costs.
3. We refer to our letter dated 2 July 2018 sent to your client. In the aforementioned letter our client proposed an interim sensible approach in order to avoid the necessity of an urgent application and the incurring of resultant costs by our client. We however received no reply to our letter and our client was compelled to proceed to prepare papers and burden the urgent court.
4. Kindly advise our offices in order to take proper instructions from our client at what time the meeting on 4 July 2018 between your client and the municipality was held and at what time the payment agreement was entered into.
5. We further request that your offices provide our offices with a copy of the payment agreement entered in to between your client and the municipality.
6. If you revert back to our offices by no later than 08h00 on 5 July 2018 we will be in a position to take further instructions from our client regarding costs and revert back to you by 10h00 on 5 July 2018.
7. In the meantime in light of the correspondence between the parties we do not deem it necessary that your client file answering affidavits and incur any further costs.

[www.kwv-inc.com](http://www.kwv-inc.com)

(t) (+27) 12 756 7566 • (f) (+27) 86 596 8799 (a) 1ste Vloer / 1st Floor, Norex Huis / House, Rauchlean 79 Rauch Avenue, Georgaville, Pretoria 0184  
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**Direkteure/ Directors:** Johan Kriek (B Proc, LL.M.), Peter Johannes Wassenaar (LL.B.)  
**Bygestaan deur/assisted by** Tertio Johanna Wassenaar (LL.B.), Jani Jordaan (LL.B.)  
**Konsultante / Consultants:** Catherine Elizabeth Pienaar (BA, BCur, LL.B, LL.M, PhD), Sylvia Adriana Venter (LL.B.)  
 • Reg. 2012/030418/21  
 Dated: 2018/07/07





AFRISAKE NPC & OTHERS & 1 OTHER/ ESKOM SOC LTD & OTHE...

Subject: AFRISAKE NPC & OTHERS & 1 OTHER/ ESKOM SOC LTD & OTHERS & 6 OTHERS,CASE  
NUMBER: 46778/2018,URGENT APPLICATION: 5 JULY 2018 AT 14H00  
From: Jani Jordaan <jani@kriekprok.co.za>  
Date: 2018/07/04 05:07 NM.  
To: tando@ngenomtetolinc.co.za

Good day

Please find attached for your urgent attention.

Regards



Jani Jordaan

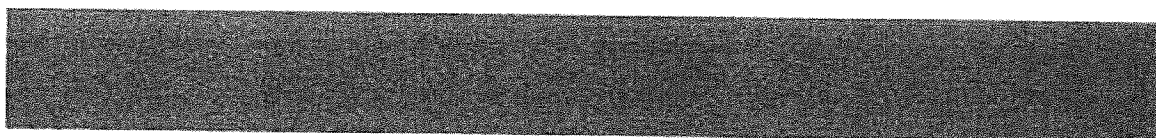
Kriek Wassenaar & Venter Ing

Prokureur / Attorney

• (t) (+27) 12 803 4719 • (f) (+27) 86 596 8801

• (a) 1ste Vloer / 1st Floor, Norex Huis / House, Rauchlaan 79 Rauch Avenue, Georgeville, Pretoria, 0184

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Attachments:

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## ANNEXURE AA6.3

**KRIEK WASSENAAR & VENTER ING**  
 Prokureurs • Advokaatsadviseurs • Attorneys • Conveyancers

Our ref: P Wassenaar / J Jordaan/Q80387

Your ref: Mr Ngeno

19 July 2018

**NGENO & MTETO INC**  
**PRETORIA**

By email: [tando@ngenomtetoinc.co.za](mailto:tando@ngenomtetoinc.co.za)

**AFRISAKE NPC & OTHERS & 1 OTHER/ ESKOM SOC LTD & OTHERS & 6 OTHERS**  
**CASE NUMBER: 46778/2018**

1. We refer to the above mentioned matter and our letter dated 4 July 2018.
2. We confirm that you have not supplied us as of yet with the following information as requested:
  - 2.1 The time that the meeting was held between the municipality and your client on 4 July 2018;
  - 2.2 A copy of the payment agreement entered in to between your client and the municipality. We trust that your client appreciates that the agreement is of a public nature. The consumers of electricity in Musina which interests our client represent in the matter, has an interest in the aforementioned agreement;
  - 2.3 The provision of the information will determine to large extent whether our client needs to keep the matter in abeyance or whether it can safely withdraw the application.
3. We further confirm that we have removed part A1 and A2 of the application with costs reserved. We however reserve our client's rights to proceed with part B of the application in order to obtain final relief or re-enrol the urgent part, in the event that your client intends to proceed with the interruption or discontinuation with the services as your client is doing with other municipalities. The aforementioned is however dependant on your client's cooperation in providing the necessary information as well as the content thereof.
4. In the meantime and considering that the application still represents a live issue and is still alive we expect your client to notify us timeously with fair and reasonable notice including the municipality, its users, customers and the public should your client intend at any stage to proceed with the interruption of electricity distribution to the municipality as a result of non-payment.
5. We look forward to receiving your reply within the next 5 (five) days.

Yours Faithfully,

[www.kwv-inc.com](http://www.kwv-inc.com)

(t) (+27) 12 756 7566 • (f) (+27) 86 596 8799 (a) 1ste Vloer / 1st Floor, Norex Huis / House, Rauchsloot 79 Rauch Avenue, Georgeville, Pretoria 0184  
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**Directeurs / Directors: Johan Hendrik (B Proc, LLM), Peter Johannes Wassenaar (LLB)**  
**Bygestaan deur / assisted by Tertius Johannes Wassenaar (LLB), Jani Jordaan (LLB)**  
**Konsultante / Consultants: Catherine Elizabeth Pienaar (BA, BCur, LLB, LLM, PhD), Sylvia Adriana Venter (LLB)**  
 • Reg- 2012/030418/21  
 • Co-Chair 2018/04/01

  
ELECTRONICALLY SIGNED  
KRIEK WASSENAAR & VENTER INC  
JANI JORDAAN  
ATTORNEY  
(e) [jani@kriekprok.co.za](mailto:jani@kriekprok.co.za)  
(t) 072 756 7566  
(f) 086 596 8516



AFRISAKENPC &amp; OTHERS &amp; 1 OTHER/ ESKOM SOC LTD &amp; OTHER...

086

Subject: AFRISAKE NPC & OTHERS & 1 OTHER/ ESKOM SOC LTD & OTHERS & 6 OTHERS,CASE  
NUMBER: 46778/2018

From: Jani Jordaan <jani@kriekprok.co.za>

Date: 2018/07/19 10:07 VM.

To: tando@ngenomtetoInc.co.za

Good day

Please find attached for your attention.

Regards



Jani Jordaan

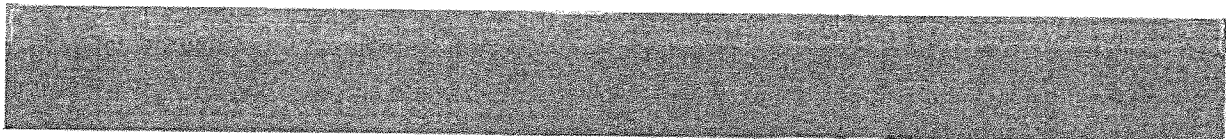
Kriek Wassenaar & Venter Inc

Prokureur / Attorney

• (t) 011 422 4212 • (f) 011 422 4212

• (a) 1ste Vloer / 1st Floor, Norex Huis / House, Rauchlaan 79 Rauch Avenue, Georgeville, Pretoria, 0184

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Ngeno & Mteto Inc by email - 2018-07-19.pdf

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## Notice

### INTERRUPTION OF BULK ELECTRICITY SUPPLY TO MUSINA MUNICIPALITY

On 5 July 2018, Eskom issued a media statement suspending the interruption of Musina Municipality's bulk electricity supply subject to the Municipality renouncing the repayment agreement and Electricity Supply Agreement.

The Musina Municipality has breached its agreement with Eskom and after careful consideration of the overall impact of the escalating municipal debt, Eskom has taken a decision to proceed with the interruption of bulk electricity supply to Musina Municipality.

Eskom hereby notifies all parties who are likely to be materially and adversely affected that the contemplated interruption of bulk supply to Musina Municipality will commence on 19 November 2018.

The contemplated interruption of electricity supply will result in temporary scheduled disconnection at the following times:

#### Week 1:

Monday to Friday	Saturday and Sunday
06:00 to 09:00 and 17:00 to 20:30	08:30 to 12:00 and 15:00 to 19:00

#### Week 2:

Monday to Friday: (14 hrs)	Saturday to Sunday:
06:00 to 20:00	06:00 to 20:00

Notwithstanding the above proposed indicative times for the interruption of electricity supply, Eskom, upon 15 days' notice, serves the right to disconnect electricity entirely and indefinitely should the electricity debt situation not improve.

The following towns/municipal areas shall be affected by the contemplated interruption and/or disconnection, except those directly supplied by Eskom:

#### Musina Municipality/Customer Affected Towns/Points of Supply

- Musina Town

Issued in terms of the Promotion of Administrative Justice Act (Act 3 of 2000)

Document Reference: 17/10/2018 Reg No: 100001/18/00000

 Eskom | Powering your world



ANNEXURE AA8

**KRIEK WASSENAAR & VENTER ING**

Prokureurs • Advokaatvervaardigers • Attorneys • Conveyancers

Our ref: P Wassenaar / J Jordaan/QB0387

Your ref: Mr Ngeno

6 November 2018

**NGENO & MTETO INC****PRETORIA****URGENT**By email: [tando@ngenomteto.co.za](mailto:tando@ngenomteto.co.za)**AFRISAKE NPC & OTHERS & 1 OTHER/ ESKOM SOC LTD & OTHERS & 6 OTHERS****CASE NUMBER: 46778/2018**

1. We refer to the above mentioned matter and our letter dated 19 July 2018 to which we have not received a reply.
2. It has come to our client's attention that your client apparently on 2 November 2018 published a notice informing the residents of the Musina Municipality of your attention to Interrupt the bulk supply of electricity to the municipality, apparently due to the Musina Municipality's failure to *honour the repayment agreement and Electricity Supply Agreement*.
3. The aforementioned notice was published in the face of our client's application under case number 46778/2018 and notwithstanding our client's requests that your client divulge information about the apparent meeting which your client held with the Musina Municipality on 4 July 2018 and our request that we be provided with a copy of the agreement which was purportedly entered into between your client and the Musina Municipality.
4. Notwithstanding our application and our request mentioned above, we have yet to receive a response from your client or your offices.
5. We furthermore specifically refer you to our letter of 19 July 2018 in which we requested that your client provide fair and reasonable notice to not only our client, but also municipality, its users, customers and the public should your client at any stage elect to proceed with the interruption of the bulk supply of electricity to the municipality. Your client has however elected to proceed to publish a final notice in the face of our application, and without consulting our offices. Our client only became aware of your client's intended action after receiving reports of the published notice from members of the public.
6. Your decision to proceed with the disruption on such short notice is even more alarming, especially in the light of the pending judgment in the matter of *Resilient Properties (Pty) Ltd & Others / Eskom Holdings Soc Ltd & Others / Afrisake NPC (Amicus Curiae)* (High Court Pretoria case number 83581/2017), which was argued before the Honourable Hughes J on 13 August 2018 to 17 August 2018. Notwithstanding the fact that a myriad of similar interdicts to the one sought by our client has already

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 (p) Postnet Suite # A7, Privaatsak / Private Bag X592, Silverton, 0127 • BTW Reg: 4020260685 • Lede van die Vereniging van Regslui vir Afrikaans



Direkteure / Directors: Johan Kriek (B.Proc. LL.M.), Pieter Johannes Wassenaar (LL.B.)

Bygestaan deur/assisted by Tertius Johanna Wassenaar (LL.B.), Jani Jordaan (LL.B.)

Konsultante / Consultants: Catherine Elizabeth Pienaar (BA, BCur, LL.B, LL.M, PhD), Sylvia Adriana Venter (LL.B)

• Reg: 2012/030418/21

Notaris: 2018/04/01

www.kvv-inc.com

been granted against your client, one would expect that your client would have waited on the judgment in Resilient before proceeding with further attempts to Interrupt the power supply of municipalities such as Musina.

7. We hereby place on record that we are instructed to launch a fresh application to Interdict your client, in terms similar to the previous application, unless we receive, by close of business today, your client's notice of withdrawal of the decision published on 2 November 2018.

Yours Faithfully,

  
ELECTRONICALLY SIGNED  
**KRIEK WASSENAAR & VENTER INC**  
JANI JORDAAN  
**ATTORNEY**  
(e) [Jani@kriekorok.co.za](mailto:Jani@kriekorok.co.za)  
(t) 072 756 7566  
(f) 086 596 8516



AFRISAKE NPC &amp; OTHERS / ESKOM SOC LTD &amp; OTHERS

090

Subject: AFRISAKE NPC & OTHERS / ESKOM SOC LTD & OTHERS  
From: Francois Jordaan <francois@kriekprok.co.za>  
Date: 2018/11/06 12:23 PM  
To: tando@ngenomtetoinc.co.za

Sir/Madam

Kindly see attached.

Yours faithfully

--

Francois Jordaan

Kriek Wassenaar & Venter Ing

Candidate Attorney

• (t) (+27) 12 803 4719 • (f) (+27) 86 596 8801

• (a) 1ste Vloer / 1st Floor, Norex Huis / House, Rauchlaan 79 Rauch Avenue,  
Georgeville, Pretoria, 0184

• (p) Postnet Suite # A7, Privaatsak / Private Bag X592, Silverton, 0127 • BTW Reg:  
4020260685 • Reg: 2012/030418/21

Hierdie e-pos is onderhewig aan voorwaardes. Klik hier vir meer besonderhede.

Attachments:

Ngeno Mteto Inc by email - 2018-11-05.pdf

318 KB

**IN THE HIGH COURT OF SOUTH AFRICA**  
**GAUTENG DIVISION, PRETORIA**

Case No: 81283/18

In the matter between:

**SAKELIGA NPC**

First Applicant

**ADRIAAN MARTHINUS APPELGRYN-  
SIEBERT**

Second Applicant

and

**ESKOM HOLDINGS SOC LTD**

First Respondent

**MUSINA LOCAL MUNICIPALITY**

Second Respondent

**THE NATIONAL ENERGY REGULATOR  
OF SOUTH AFRICA ("NERSA")**

Third Respondent

**THE MINISTER OF COOPERATIVE  
GOVERNANCE AND TRADITIONAL AFFAIRS**

Fourth Respondent

**THE MINISTER OF FINANCE**

Fifth Respondent

**THE MEMBER OF THE EXECUTIVE  
COMMITTEE FOR LOCAL GOVERNMENT,  
LIMPOPO PROVINCE**

Sixth Respondent

**THE MEMBER OF THE EXECUTIVE  
COMMITTEE FOR FINANCE IN THE  
LIMPOPO PROVINCE**

Seventh Respondent

---

**CONFIRMATORY AFFIDAVIT**

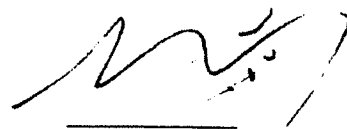
---

I, the undersigned,

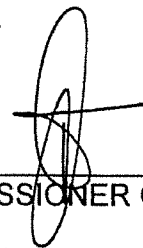
Pèter Johannes Wassenaar

do hereby make oath and state the following:

1. I am an adult male attorney with identity number 8701255120086 and a director of Kriek Wassenaar & Venter Inc, Rauch Avenue, Georgeville, Pretoria.
2. The facts set out hereinafter fall within my personal knowledge unless the contrary appears from the text hereof.
3. I have read the founding affidavit of Piet Le Roux and I confirm the content thereof in as far as it relates to me.

  
DEPONENT

THUS SWORN AND SIGNED AT PRETORIA ON THIS 7<sup>th</sup> DAY OF NOVEMBER 2018 BEFORE ME, COMMISSIONER OF OATHS, THE DEPONENT HAVING ACKNOWLEDGED THAT HE UNDERSTANDS THE CONTENTS OF THIS AFFIDAVIT, HAS NO OBJECTION IN TAKING THE OATH AND REGARDS THE OATH AS BINDING ON HIS CONSCIENCE AFTER COMPLYING WITH THE REQUIREMENTS OF GOVERNMENT NOTICE R1258, DATED 21 JULY 1972, AS AMENDED.



COMMISSIONER OF OATHS

NAME:  
CAPACITY:  
ADDRESS:

**Natalie Mulvaney**  
Commissioner of Oaths  
HB Forum  
13 Stamvrug Street  
Val de Grace  
Ex Officio Practising Attorney  
Republic of South Africa

**IN THE HIGH COURT OF SOUTH AFRICA**  
**GAUTENG DIVISION, PRETORIA**

Case No: 81283/18

In the matter between:

**SAKELIGA NPC**

First Applicant

**ADRIAAN MARTHINUS APPELGRYN-  
SIEBERT**

Second Applicant

and

**ESKOM HOLDINGS SOC LTD**

First Respondent

**MUSINA LOCAL MUNICIPALITY**

Second Respondent

**THE NATIONAL ENERGY REGULATOR  
OF SOUTH AFRICA ("NERSA")**

Third Respondent

**THE MINISTER OF COOPERATIVE  
GOVERNANCE AND TRADITIONAL AFFAIRS**

Fourth Respondent

**THE MINISTER OF FINANCE**

Fifth Respondent

**THE MEMBER OF THE EXECUTIVE  
COMMITTEE FOR LOCAL GOVERNMENT,  
LIMPOPO PROVINCE**

Sixth Respondent


**THE MEMBER OF THE EXECUTIVE  
COMMITTEE FOR FINANCE IN THE  
LIMPOPO PROVINCE**

Seventh Respondent

---

**CONFIRMATORY AFFIDAVIT**

---

  
01 -96

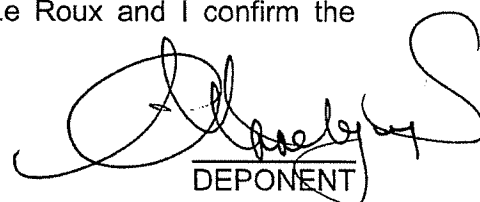
- 2 -

I, the undersigned,

Adriaan Marthinus Appelgryn-Siebert

do hereby make oath and state the following:

1. I am an adult male medical doctor with identity number 8203185004084 practising as a general practitioner 7 at Limpopolaan, Musina, 0900.
2. The facts set out hereinafter fall within my personal knowledge unless the contrary appears from the text hereof.
3. I confirm that I am the second applicant in the application and confirm the relief sought, in as far as it relates to me.
4. I have read the founding affidavit of Piet Le Roux and I confirm the content thereof in as far as it relates to me.

  
DEPONENT

THUS SWORN AND SIGNED AT Musina ON THIS 7th DAY OF NOVEMBER 2018 BEFORE ME, COMMISSIONER OF OATHS, THE DEPONENT HAVING ACKNOWLEDGED THAT HE UNDERSTANDS THE CONTENTS OF THIS AFFIDAVIT, HAS NO OBJECTION IN TAKING THE OATH AND REGARDS THE OATH AS BINDING ON HIS CONSCIENCE AFTER COMPLYING WITH THE REQUIREMENTS OF GOVERNMENT NOTICE R1258, DATED 21 JULY 1972, AS AMENDED.

  
COMMISSIONER OF OATHS

NAME:  
CAPACITY:  
ADDRESS:

**WIETS BEUKES**  
Commissioner of Oaths - Kommissaris van Ede  
Practitioning Attorney - Praktiserende Prokureur  
PO Box 1655 / Posbus 1655  
17 Irwin Street / Irwinstraat 17  
MUSINA 0900

**In the High Court of South Africa  
(GAUTENG DIVISION, PRETORIA)**

**0095**

**01 -98**

Case No. 81283/18

**In the matter between:**

SAKELIGA NPC AND ONE OTHER

**Applicant**

**and**

ESKOM HOLDINGS SOC LTD

**1st Respondent**

---

**RETURN: SERVICE OF NOTICE OF MOTION**

---

**IT IS HEREBY CERTIFIED:**

That on 09 November 2018 at 11h54 at MEGAWATT PARK MAXWELL DRIVE, SUNNINGHILL EXTENSION 3 being the registered address of ESKOMHOLDING SOC LTD, a copy of the Notice of Motion AND FOUNDING AFFIDAVIT UNDERSIGNED BY PIETLE ROUX AND ANNEXURES "AA1", "AA2", "AA3", "AA4", "AA5", "AA6", "AA7" was served to Mrs MPadi, Legal Clerk of ESKOMHOLDING SOC LTD, after the original document was displayed and the nature and contents thereof explained to her. Mrs Mpadi a person apparently not less than sixteen years of age and in the employ of ESKOMHOLDING SOC LTD accepted service. Rule 4[1](a) (v).

Court date: 20 November 2018

**SHERIFF CHARGES/EXPENSES:** (You may require that this account be taxed and vouched before payment)

Description	Tariff	QTY	Amount	Description	Tariff	QTY	Amount
Cellular call	12.50	1	12.50	Document returned	10.00	1	10.00
Cellular costs	8.00	2	16.00	Additional document	6.00	8	48.00
Service	63.00	1	63.00	Travelling.	5.00	20	100.00
Faxemail	8.00	1	8.00	Urgent Service	800.00	1	800.00
Photo Copies	4.00	3	12.00				
Registration & Return	43.50	1	43.50				
Postage (250X176mm)	4.50	1	4.50				

**TO:** Registrar

Zero rated items	0.00
Sub-total	1 117.50
VAT	167.62
<b>Total</b>	<b>1 285.12</b>

**Account No.:** MKWVING

**TO:** KRIEK, WASSENAAR & VENTER ING  
POSTNET SUITE #A7  
PRIVATE BAG X592  
SILVERTON  
0127

**Your Reference:** P J WASSENAAR/JB/QB0387



**Mr J Nieuwenhuys -Urgent - Deputy Sheriff**

(Properly appointed in terms of Section 6(1) of the Sheriff's Act No. 90/1986)

**Signed at Sandton on 09/11/18**

My Reference: **2018/01/11146.00** / MT

**Sheriff Sandton North - K I Mphahlele**

**P.O. Box 1572 Randburg 2125**

**Tel: 011 326 3170 Fax: 086 613 0853**

**Standard Bank Acc No: 002965984**

**VAT No./BTW Nr.: 476026416**

**01 -98**

TAX INVOICE

Our Ref: H1811/89  
Case No: 81283/18

In the case between:

SAKELIGA NPC AND 1 OTHER and MUSINA LOCAL MUNICIPALITY	APPLICANTS  SECOND DEFENDANT
Address where served: 21 IRWIN STREET MUSINA	
NOTICE OF MOTION	

I certify that on 12/11/2018, at 14H12 at 21 IRWIN STREET MUSINA I handled the abovenamed process in the manner indicated below:

MANNER OF SERVICE

By proper service of a copy of the NOTICE OF MOTION upon ELDON MOLEYA at the place of EMPLOYMENT of the SECOND DEFENDANT, a person at the above address, apparently not less than 16 years of age, apparently in charge of the premises at the time of service, after explaining the nature and contents thereof to the said person served.



(Signed) SHERIFF: M CLOETE

From: SHERIFF

M CLOETE  
PO BOX 252  
MUSINA. 0900

Tel: 015 534 1325

Fax: 015 534 1325

Email: musinabalju@gmail.com

Account info for bank deposits/transfers:

FNB (MUSINA)  
Name: M CLOETE BALJU  
No. 62421343154

To: (GAUTENG DIVISION)  
PRETORIA

KRIEK WASSENAAR & VENTER ING  
PRIVATE BAG X 592  
SILVERTON  
0127

Your VAT No:

Account No: 387

Your reference: PJWASSENAAR/JB/QB0387

DESCRIPTION OF FEES	FEES
Registration	10.00
Return	28.50
Travelling	20.00
Urgency Fee	500.00
Service	63.00
Email	21.50
Telephone	17.50
Sub-total Fees	660.50
Plus VAT	0.00
TOTAL OWING	R 660,50
Invoice No: 106039 My VAT No: NA/NVT	
Invoice issued on 12-Nov-2018.	
You may require this account to be taxed and vouched within 90 days of date of issue.	



IN THE HIGH COURT OF SOUTH AFRICA  
(GAUTENG DIVISION)

0097  
01 -100

Case No. 81283/2018

In the matter between:

SAKELIGA NPC AND 1 OTHER

Applicant

and

THE NATIONAL ENERGY REGULATOR OF SOUTH AFRICA

3rd Respondant

RETURN: SERVICE OF NOTICE OF MOTION

IT IS HEREBY CERTIFIED:

That on the 08 November 2018 at 13h45 at 526 MADIBA STREET, ARCADIA, PRETORIA, 0001 being the principal place of business of THE NATIONAL ENERGY REGULATOR OF SOUTH AFRICA, a copy of the Notice of Motion FOUNDING AFFIDAVIT: PIET LE ROUX AND ANNEXURES AA1 - AA8 was served upon Mrs. Mabilu(Legal Clerk) of THE NATIONAL ENERGY REGULATOR OF SOUTH AFRICA, after the original document was displayed and the nature and contents thereof explained to her. The said person also a responsible employee of the abovementioned business. Mrs. Mabilu a person apparently not less than sixteen years of age and in the employ of THE NATIONAL ENERGY REGULATOR OF SOUTH AFRICA accepted service. Rule 4(1)(a)(v) .

SHERIFF CHARGES/EXPENSES: (You may require that this account be taxed and vouched before payment)

Description	Tariff	QTY	Amount	Description	Tariff	QTY	Amount
Cellular call	10.00	1	10.00				
Cellular costs	5.50	4	22.00				
Service	63.00	1	63.00				
Registration & Return	43.50	1	43.50				
Travelling	5.00	6	30.00				
Urgent Service	1 000.00	1	1000.00				

TO: THE REGISTRAR OF THE HIGH COURT, Pretoria

Zero rated items	0.00
Sub-total	1 168.50
VAT	175.28
Total	1 343.78

Account No.: 0JOHANK050

TO: KRIEK WASSENAAR & VENTER \*\*AFH/  
POSTNET SUITE # A7  
PRIVAATSAK X592  
SILVERTON  
0127

Your Reference: QB0387



MR F J Batt -Deputy- Sheriff

(Properly appointed in terms of Section 2 of the Sheriff's Act No. 90/1986)

Signed at Pretoria on 12-11-18

My Reference: 2018/03/17064.00 / ANT

Sheriff Pretoria North East - A. J. Visser

P. O. Box 8894 Pretoria 0001

Tel: +27-12-329 6024/5 Bank: ABSA - 334 601 -100

Fax: +27-12-329 6022 Acc No: 712 024 720

VAT No./BTW Nr. 4600116653

*In the High Court of South Africa  
Gauteng division, Pretoria*

Case No – Saak No

81283/18

In the matter between:

SAKELIGA NPC (1ST) ADRIAAN MARTHINUS APPELGRYN-SIEBERT (2ND)

Applicant

and:

THE MINISTER OF COOPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS

4th Respondent

Return in accordance with the provisions of the Supreme Court Act 10 of 2013, as amended

It is hereby certified:

That on this the 08 day of November 2018 at 13:00 at STATE ATTORNEY, PRETORIA GROUND FLOOR, SALU BUILDING, CNR FRANCIS BAARD & THABO SEHUME STREETS PRETORIA 0001 being the office and principal place of business of the State Attorney a copy of the NOTICE OF MOTION, FOUNDING AFFIDAVIT - PIET LE ROUX, ANNEXURES "01" - "090" AND CONFIRMATORY AFFIDAVITS - P J WASSENAAR & A M APPELGRYN-SIEBERT was served on MR MABIKA (RECEPTIONIST) after the original document was displayed and the nature and contents thereof was explained to the said person, the said person is also a responsible employee of the State Attorney and apparently not less than sixteen years of age and whom accepted service on behalf of THE MINISTER OF COOPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS. Rule 4(9).

Sheriff Fees Baljugelde	Date Datum	12.11.2018	Tax Invoice Number Belastingfaktuur Nr.	I 2032336
			Description..... Qty	Vat Amount
			-----	-----
			HR Registration & Return	1 6.53 43.50
			DB Service	1 9.45 63.00
			SheriffNet Fees	1 2.25 15.00
			TRV Travelling	6 4.50 30.00
			CEL Cellular call	1 1.50 10.00
			CELA Cellular actual costs	1 0.83 5.50
			0 Urgency fee	1 75.00 500.00
			VAT / BTW 15%	100.05
VAT Reg No. BTW Reg Nr.	4090202740	You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling		Total Totaal
				767.05
KRIEK WASSENAAR VENTER**COLLEC POSTNET SUITE A7 PRIVAATSAK X592 SILVERTON **COLLECT**		Account No. ♦ Rekening Nr. Your Reference ♦ U Verwysing My Reference ♦ My Verwysing Ret: 2033824/Mathapelo Modisane		350 VatReg 4020260685 QB0387/F JORDAAN/PJ
		Registrar: Gauteng division, Pretor		01-101

Goldreich Vt Seboka  
Deputy Sheriff

**T F Seboka**  
Sheriff – Balju  
Pretoria  
Central / Sentraal  
Tel 012 320 3969  
Fax 012 320 1962  
P O Box 478  
PRETORIA  
0001

accounts@sheriffptcentral.co.za

Payments - Betalings

Name: **Mellow Dune**  
**Trading (Pty) Ltd**  
Bank: **FNB BrNo 251 445**  
AccNo: **620 4643 9320**

*In the High Court of South Africa  
Gauteng division, Pretoria*

Case No – Saak No

81283/18

In the matter between:

SAKELIGA NPC (1ST) ADRIAAN MARTHINUS APPELGRYN-SIEBERT (2ND)

Applicant

and:

THE MINISTER OF FINANCE

5th Respondent

and:

Return in accordance with the provisions of the Supreme Court Act 10 of 2013, as amended

It is hereby certified:

That on this the 08 day of November 2018 at 13:00 at STATE ATTORNEY, PRETORIA GROUND FLOOR, SALU BUILDING, CNR FRANCIS BAARD & THABO SEHUME STREETS PRETORIA 0001 being the office and principal place of business of the State Attorney a copy of the NOTICE OF MOTION, FOUNDING AFFIDAVIT - PIET LE ROUX, ANNEXURES "01" - "090" AND CONFIRMATORY AFFIDAVITS - P J WASSENAAR & A M APPELGRYN-SIEBERT was served on MR MABIKA (RECEPTIONIST) after the original document was displayed and the nature and contents thereof was explained to the said person, the said person is also a responsible employee of the State Attorney and apparently not less than sixteen years of age and whom accepted service on behalf of THE MINISTER OF FINANCE. Rule 4(9).

Sheriff Fees Baljugeelde	Date Datum	12.11.2018	Tax Invoice Number Belastingfaktuur Nr.	I 2032337		
			Description.....	Qty	Vat	Amount
			-----	---	----	-----
			HR Registration & Return	1	6.53	43.50
			SheriffNet Fees	1	2.25	15.00
			VAT / BTW 15%			8.78
VAT Reg No. BTW Reg Nr.	4090202740		You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling		Total Totaal	67.28
KRIEK WASSENAAR VENTER**COLLEC POSTNET SUITE A7 PRIVAATSAK X592 SILVERTON **COLLECT**			Account No. ♦ Rekening Nr. Your Reference ♦ U Verwysing My Reference ♦ My Verwysing Ret: 2033825/Mathapelo Modisane		350 VatReg 4020260685 QB0387/F JORDAAN/PJ	
			Registrar: Gauteng division, Pretor		01-102	

*T F Seboka*  
Sheriff – Balju  
Pretoria  
Central / Sentraal  
Tel 012 320 3969  
Fax 012 320 1962  
P O Box 478  
PRETORIA  
0001  
accounts@sheriffptacentral.co.za  
Payments - Betalings  
Name: **Mellow Dune**  
Trading (Pty) Ltd  
Bank: FNB BrNo 251 445  
AccNo: 620 4643 9320

Form Design © Sheriff NI Information Gateway (Pty) Ltd

In the High Court of South Africa  
Gauteng division, Pretoria

Case No – Saak No 81283/18

In the matter between:

SAKELIGA NPC (1ST) ADRIAAN MARTHINUS APPELGRYN-SIEBERT (2ND)

Applicant

and:

THE MEMBER OF THE EXECUTIVE COMMITTEE FOR LOCAL GOVERNMENT, LIMPOPO PROVINCE

6th Respondent

and:

Return in accordance with the provisions of the Supreme Court Act 10 of 2013, as amended

It is hereby certified:

That on this the 08 day of November 2018 at 13:00 at STATE ATTORNEY, PRETORIA GROUND FLOOR, SALU BUILDING, CNR FRANCIS BAARD & THABO SEHUME STREETS PRETORIA 0001 being the office and principal place of business of the State Attorney a copy of the NOTICE OF MOTION, FOUNDING AFFIDAVIT - PIET LE ROUX, ANNEXURES "01" - "090" AND CONFIRMATORY AFFIDAVITS - P J WASSENAAR & A M APPELGRYN-SIEBERT was served on MR MABIKA (RECEPTIONIST) after the original document was displayed and the nature and contents thereof was explained to the said person, the said person is also a responsible employee of the State Attorney and apparently not less than sixteen years of age and whom accepted service on behalf of THE MEMBER OF THE EXECUTIVE COMMITTEE FOR LOCAL GOVERNMENT, LIMPOPO PROVINCE. Rule 4(9).

Sheriff Fees Baljugelede	Date Datum	12.11.2018	Tax Invoice Number Belastingfaktuur Nr.	I 2032338				
			Description.....	Qty	Vat	Amount	Goldreich Vt Seboka Deputy Sheriff	
			-----	---	----	-----		
			HR Registration & Return	1	6.53	43.50		
			SheriffNet Fees	1	2.25	15.00		
			VAT / BTW 15%			8.78		
VAT Reg No. BTW Reg Nr.	4090202740		You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling		Total Totaal	67.28		TF Seboka Sheriff – Balju Pretoria Central / Sentraal Tel 012 320 3969 Fax 012 320 1962 P O Box 478 PRETORIA 0001 accounts@sheriffptcentral.co.za Payments - Betalings Name: Mellow Dunc Trading (Pty) Ltd Bank: FNB BrNo 251 445 AccNo: 620 4643 9320
KRIEK WASSENAAR VENTER**COLLEC POSTNET SUITE A7 PRIVAATSAK X592 SILVERTON **COLLECT**			Account No. ♦ Rekening Nr. Your Reference ♦ U Verwysing My Reference ♦ My Verwysing Ret: 2033826/Mathapelo Modisane		350 VatReg 4020260685 QB0387/F JORDAAN/PJ			
			Registrar: Gauteng division, Pretor		01-103			

In the High Court of South Africa  
Gauteng division, Pretoria

Case No - Saak No

81283/18

In the matter between:

SAKELIGA NPC (1ST) ADRIAAN MARTHINUS APPELGRYN-SIEBERT (2ND)

Applicant

and:

THE MEMBER OF THE EXECUTIVE COMMITTEE FOR FINANCE IN THE LIMPOPO PROVINCE


7th Respondent

and:

Return in accordance with the provisions of the Supreme Court Act 10 of 2013, as amended

It is hereby certified:

That on this the 08 day of November 2018 at 13:00 at STATE ATTORNEY, PRETORIA GROUND FLOOR, SALU BUILDING, CNR FRANCIS BAARD & THABO SEHUME STREETS PRETORIA 0001 being the office and principal place of business of the State Attorney a copy of the NOTICE OF MOTION, FOUNDING AFFIDAVIT - PIET LE ROUX, ANNEXURES "01" - "090" AND CONFIRMATORY AFFIDAVITS P J WASSENAAR & A M APPELGRYN-SIEBERT was served on MR NKUTISOE (RECEPTIONIST) after the original document was displayed and the nature and contents thereof was explained to the said person, the said person is also a responsible employee of the State Attorney and apparently not less than sixteen years of age and whom accepted service on behalf of THE MEMBER OF THE EXECUTIVE COMMITTEE FOR FINANCE IN THE LIMPOPO PROVINCE. Rule 4(9).

Sheriff Fees Baljugelede	Date Datum	12.11.2018	Tax Invoice Number Belastingfaktuur Nr.	I 2032339																
			<table border="1"> <thead> <tr> <th>Description</th> <th>Qty</th> <th>Vat</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>HR Registration &amp; Return</td> <td>1</td> <td>6.53</td> <td>43.50</td> </tr> <tr> <td>SheriffNet Fees</td> <td>1</td> <td>2.25</td> <td>15.00</td> </tr> <tr> <td>VAT / BTW 15%</td> <td></td> <td></td> <td>8.78</td> </tr> </tbody> </table>	Description	Qty	Vat	Amount	HR Registration & Return	1	6.53	43.50	SheriffNet Fees	1	2.25	15.00	VAT / BTW 15%			8.78	Goldreich Vt Saboka Deputy Sheriff  <b>T F Seboka</b> Sheriff - Balju Pretoria Central / Sentraal Tel 012 320 3969 Fax 012 320 1962 P O Box 478 PRETORIA 0001 accounts@sheriffptacentral.co.za Payments - Betalings Name: Mellow Dunc Trading (Pty) Ltd Bank: FNB BrNo 251.445 AccNo: 620 4643 9320
Description	Qty	Vat	Amount																	
HR Registration & Return	1	6.53	43.50																	
SheriffNet Fees	1	2.25	15.00																	
VAT / BTW 15%			8.78																	
VAT Reg No. BTW Reg Nr.	4090202740	You may require this account to be taxed and vouched before payment. / U kan verels dat hierdie rekening getaksier en gestaaf word voor betaling		Total Totaal 67.28																
KRIEK WASSENAAR VENTER**COLLEC POSTNET SUITE A7 PRIVAATSAK X592 SILVERTON **COLLECT**			Account No. ♦ Rekening Nr. Your Reference ♦ U Verwysing My Reference ♦ My Verwysing Ret: 2033827/Mathapelo Modisane																	
			350 VatReg 4020260685 QB0387/F JORDAAN/PJ 																	
Registrar: Gauteng division, Pretor																				

**IN THE HIGH COURT OF SOUTH AFRICA  
GAUTENG DIVISION, PRETORIA**

**CASE NUMBER: 81283/18**

**In the case between:**

**SAKELIGA NPC**

**FIRST APPLICANT**

**ADRIAAN MARTHINUS APPELGRYN-SIEBERT**

**SECOND APPLICANT**

**and**

**ESKOM HOLDINGS SOC LTD**

**FIRST RESPONDENT**

**MUSINA LOCAL MUNICIPALITY**

**SECOND RESPONDENT**

**THE NATIONAL ENERGY REGULATOR OF  
SOUTH AFRICA ("NERSA")**

**THIRD RESPONDENT**

**THE MINISTER OF COOPERATIVE GOVERNANCE  
AND TRADITIONAL AFFAIRS**

**FOURTH RESPONDENT**

**THE MINISTER OF FINANCE**

**FIFTH RESPONDENT**

**THE MEMBER OF THE EXECUTIVE COMMITTEE  
FOR LOCAL GOVERNMENT, LIMPOPO PROVINCE**

**SIXTH RESPONDENT**

**THE MEMBER OF THE EXECUTIVE COMMITTEE  
FOR FINANCE IN THE LIMPOPO PROVINCE**

**SEVENTH RESPONDENT**

<b>INDEX: APPLICATION VOLUME 2</b>
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**IN THE HIGH COURT OF SOUTH AFRICA**  
**GAUTENG DIVISION, PRETORIA**



CASE NUMBER: **81283/2018**

In the matter between :

**SAKELIGA NPC**

FIRST APPLICANT

**ADRIAAN MARTHINUS APPELGRYN SIEBERT**

SECOND APPLICANT

and

**ESKOM HOLDINGS SOC LTD**

FIRST RESPONDENT

**MUSINA LOCAL MUNICIPALITY**

SECOND RESPONDENT

**THE NATIONAL ENERGY REGULATOR OF SOUTH**

**AFRICA ("NERSA")**

THIRD RESPONDENT

**THE MINISTER OF COOPERATIVE GOVERNANCE**

**AND TRADITIONAL AFFAIRS**

FOURTH RESPONDENT

**THE MINISTER OF FINANCE**

FIFTH RESPONDENT

**THE MEMBER OF THE EXECUTIVE COMMITTEE**

**FOR LOCAL GOVERNMENT, LIMPOPO PROVINCE**

SIXTH RESPONDENT

**THE MEMBER OF THE EXECUTIVE COMMITTEE**

**FOR THE FINANCE IN THE LIMPOPO PROVINCE**

SEVENTH RESPONDENT

---


**NOTICE OF INTENTION TO OPPOSE**

---

**BE PLEASED TO TAKE NOTICE** that **First Respondent** hereby gives notice of its intention to oppose the above application.

**BE PLEASED TO TAKE FURTHER NOTICE** that the **First Respondent** appoint the undermentioned address for the service upon it of all documents in the said application.

**SIGNED at PRETORIA on this 27<sup>th</sup> day of NOVEMBER 2018**

  
\_\_\_\_\_  
**GILDENHUYS MALATJI INC**

**ATTORNEYS FOR FIRST RESPONDENT**

**GMI HOUSE, HARLEQUIN'S OFFICE PARK**

**164 TOTIUS STREET**

**GROENKLOOF**

**TEL: 012 428 8600**

**FAX: 012 428 8601**

**REF: R VENTER/vp/01859307**

**TO : THE REGISTRAR OF THE**  
**ABOVE HONOURABLE COURT**

**AND**

**TO : KRIEK WASSENAAR & VENTER INC**

**ATTORNEYS FOR APPLICANTS**

**FIRST FLOOR, NOREX HOUSE**

**79 RAUCH AVENUE**

**GEORGEVILLE, PRETORIA**

**TEL.: 012 656 7566**

**EMAIL : peter@kriekprok.co.za**

**REF.: P WASSENAAR / QB0387**

**RECEIVED COPY HEREOF ON THIS**

*28<sup>th</sup>* ..... **DAY OF NOVEMBER 2018**

**BY :** *[Signature]* *15:28* .....

W238

**KRIEK WASSENAAR & VENTER ING**

**Rauchlaan 79, Georgeville, Pretoria**

**(T): 012 756 7566 / 012 753 1193 (F) 086 596 8797**

**Postnet Suite #A7, Privaatsak X592**

**Silverton, 0127 **01 -108****



**IN THE HIGH COURT OF SOUTH AFRICA  
(GAUTENG DIVISION, PRETORIA)**

**CASE NO: 81283/18**

In the matter between :-

**SAKELIGA NPC**

**Applicant**

**ADDRIAN MARTHINUS APPELGRYN  
SIEBERT**

**Second Applicant**

And

**ESKOM HOLDINGS SOC LTD**

**First Respondent**

**MUSINA LOCAL MUNICIPALITY**

**Second Respondent**

**THE NATIONAL ENERGY REGULATOR  
OF SOUTH AFRICA ("NERSA")**

**Third Respondent**

**THE MINISTER OF COOPERATIVE  
GOVERNANCE AND TRADITIONAL AFFAIRS**

**Fourth Respondent**

**THE MINISTER OF FINANCE**

**Fifth Respondent**

**THE MEMBER OF THE EXECUTIVE  
COMMITTEE FOR LOCAL GOVERNMENT;  
LIMPOPO PROVINCE**

**Sixth Respondent**

**THE MEMBER OF THE EXECUTIVE  
COMMITTEE FOR FINANCE IN THE  
LIMPOPO PROVINCE**

**Seventh Respondent**

**NOTICE OF INTENTION TO OPPOSE**

**BE PLEASED TO TAKE NOTICE THAT** the Fifth Respondent intends to oppose the application and that he appoints the undermentioned address of his attorney for the service upon him of any pleadings or other documents in this application .

**DATED at PRETORIA this 6<sup>th</sup> day of DECEMBER 2018.**



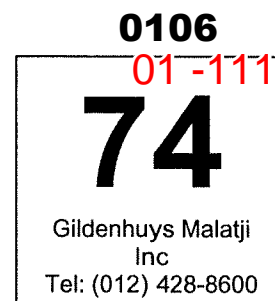
**ATTORNEY FOR 5<sup>th</sup> RESPONDENT**  
STATE ATTORNEY PRETORIA  
SALU BUILDING  
255 FRANCIS BAARD STREET  
(SCHOEMAN STREET)  
CNR THABO SEHUME (ANDRIES) AND  
FRANCIS BAARD (SCHOEMAN)  
STREETS  
(ENTRANCE THABO SEHUME (ANDRIES)  
STREET)  
PRIVATE BAG X91  
PRETORIA, 0001  
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**Tel:** (012) 309 1575  
**Fax:** (012) 309 1649/50  
**Dx:** 298 PRETORIA  
**Enq:** MS T M Nhlanzi  
E mail: TNhlanzi@justice.gov.za

**TO: THE REGISTRAR OF THE HIGH COURT  
PRETORIA**

**AND**  
**TO: KRIEK WASSENNAR & VENTER INC.**  
Attorneys for Applicant  
79 Rauch Avenue  
Georgeville  
Pretoria  
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Tel: 012 656 7566  
e-mail: peter@kriekprok.co.za

**2018-12-06**  
**PETER JOHANNES WASSENAAR**  
KOMM VAN EDE / COMM OF OATHS  
PRAKTISERENDE PROKURIEUR RSA  
PRACTISING ATTORNEY RSA  
RAUCHLAAN 79 RAUCH AVE, GEORGEVILLE  
PRETORIA

**IN THE HIGH COURT OF SOUTH AFRICA**  
**GAUTENG DIVISION, PRETORIA**



CASE NUMBER: **81283/2018**

In the matter between :

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SECOND APPLICANT

and

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SIXTH RESPONDENT

**THE MEMBER OF THE EXECUTIVE COMMITTEE FOR THE FINANCE IN THE LIMPOPO PROVINCE**

SEVENTH RESPONDENT

---

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**SIGNED at PRETORIA on this 08 day of FEBRUARY 2019**

**GILDENHUYS MALATJI INC**

**ATTORNEYS FOR FIRST RESPONDENT**

**GMI HOUSE, HARLEQUIN'S OFFICE PARK**

**164 TOTIUS STREET**

**GROENKLOOF**

**TEL: 012 428 8600**

**FAX: 012 428 8601**

**REF: R VENTER/vp/01859307**

**TO : THE REGISTRAR OF THE  
ABOVE HONOURABLE COURT**

AND

TO : **KRIEK WASSENAAR & VENTER INC**  
ATTORNEYS FOR APPLICANTS  
FIRST FLOOR, NOREX HOUSE  
79 RAUCH AVENUE  
GEORGEVILLE, PRETORIA  
TEL.: 012 656 7566  
EMAIL : peter@kriekprok.co.za  
REF.: **P WASSENAAR / QB0387**

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.....11th..... DAY OF ~~NOVEMBER~~ 2018  
BY : *February 2019* 11:20

**KRIEK WASSENAAR & VENTER ING**

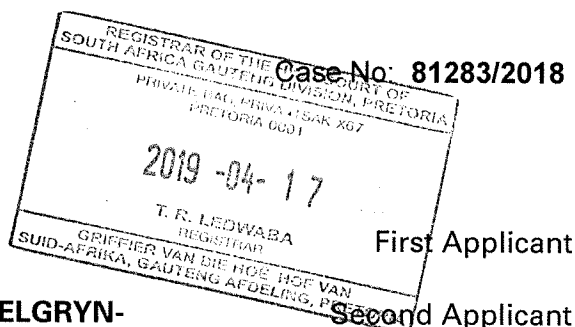
Rauchlaan 79, Georgeville, Pretoria  
(T): 012 756 7566 / 012 753 1193 (F) 086 596 8797  
Postnet Suite #A7, Privaatsak X592  
Silverton, 0127

**IN THE HIGH COURT OF SOUTH AFRICA****GAUTENG DIVISION, PRETORIA**

In the matter between:

**SAKELIGA NPC**

**ADRIAAN MARTHINUS APPELGRYN-SIEBERT**



First Applicant

Second Applicant

and

**ESKOM HOLDINGS SOC LTD**

First Respondent

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Second Respondent

**THE NATIONAL ENERGY REGULATOR  
OF SOUTH AFRICA ("NERSA")**

Third Respondent

**THE MINISTER OF COOPERATIVE  
GOVERNANCE AND TRADITIONAL AFFAIRS**

Fourth Respondent

**THE MINISTER OF FINANCE**

Fifth Respondent

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COMMITTEE FOR LOCAL GOVERNMENT,  
LIMPOPO PROVINCE**

Sixth Respondent

**THE MEMBER OF THE EXECUTIVE  
COMMITTEE FOR FINANCE IN THE  
LIMPOPO PROVINCE**

Seventh Respondent

- 2 -

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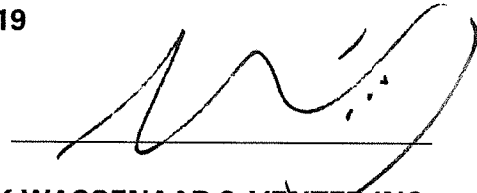
**FILING NOTICE**

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**DOCUMENT FILED:**

**FIRST APPLICANT'S SUPPLEMENTARY FOUNDING AFFIDAVIT**

**SIGNED AT PRETORIA ON 15 APRIL 2019**



**KRIEK WASSENAAR & VENTER INC.  
ATTORNEYS FOR THE APPLICANTS**

**FIRST FLOOR  
NOREX HOUSE  
79 RAUCH AVENUE  
GEORGEVILLE  
PRETORIA**

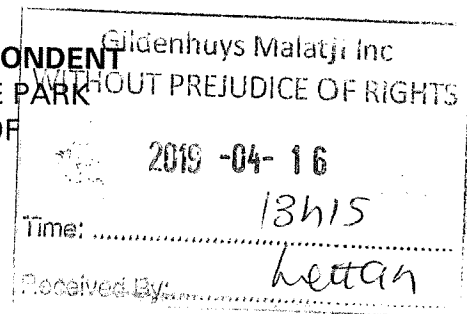
**REF: P. WASSENAAR/ QBO387**

**TEL: 012 656 7566**

**E-MAIL ADDRESS: [peter@kriekprok.co.za](mailto:peter@kriekprok.co.za)**

**TO: THE REGISTRAR OF ABOVE HONOURABLE COURT  
PRETORIA**

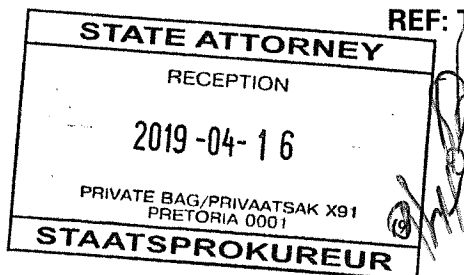
AND TO: **GILDENHUYS MALATJI INC**  
**ATTORNEYS FOR THE FIRST RESPONDENT**  
GMI HOUSE, HARLEQUINS OFFICE PARK  
164 TOTIUS STREET, GROENKLOOF  
TEL 012 428 8600 FAX 012 4288601  
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REF: R VENTER / vp/ 01859307



RECEIVED ON \_\_\_\_\_ AT \_\_\_\_h\_\_\_\_

\_\_\_\_\_  
Obo FIRST RESPONDENT

AND TO: **THE STATE ATTORNEY PRETORIA**  
**ATTORNEYS FOR THE FITH RESPONDENT**  
255 FRANCIS BAARD STREET, PRETORIA  
TEL 012 309 1575 FAX 012 309 1649/50  
EMAIL: [TNhlanzi@justice.gov.za](mailto:TNhlanzi@justice.gov.za)  
REF: TM Nhlanzi / 6468/18/232



RECEIVED ON \_\_\_\_\_ AT \_\_\_\_h\_\_\_\_

\_\_\_\_\_  
Obo FITH RESPONDENT

**IN THE HIGH COURT OF SOUTH AFRICA****GAUTENG DIVISION, PRETORIA**

Case No: 81283/18

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**SAKELIGA NPC**

First Applicant

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SIEBERT**

Second Applicant

and

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**MUSINA LOCAL MUNICIPALITY**

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LIMPOPO PROVINCE**

Sixth Respondent

**THE MEMBER OF THE EXECUTIVE  
COMMITTEE FOR FINANCE IN THE  
LIMPOPO PROVINCE**

Seventh Respondent

---

**FIRST APPLICANT'S SUPPLEMENTARY FOUNDING AFFIDAVIT**

---

I the undersigned,

**PIETER JACOBUS LE ROUX**

Make oath and state:

1. I am the Chief Executive Officer of the applicant.
2. The facts herein deposed to fall within my personal knowledge unless otherwise indicated and are to the best of my knowledge both true and correct.
3. To the extent that this affidavit contains matters of a legal nature, the first applicant relies on the advice of its legal representatives which I believe to be correct.
4. In pursuance of its opposition to the relief in Part B of the Notice of Motion, the first respondent on 11 February 2019 filed the "*record*" of the proceedings leading to the decisions in question herein.
5. Upon consideration of the "*record*" the first respondent appeared to have omitted its "*reasons*" for the decisions.
6. The applicants' attorneys addressed a letter to the first respondent's

- 2 -



attorneys on 27 February 2019, a copy of which is attached hereto as **Annexure "A"**. In the letter the first respondent was afforded an opportunity to supplement the record by filing its reasons.

7. On 18 March 2019 the first respondent's attorney responded with a letter, a copy of which is attached hereto as **Annexure "B"**. In that letter the first respondent's attorneys stated that *"the Eskom reasons were indeed contained in the record filed. We refer you to pages 77 to 86 of the record."*
8. Pages 77 to 86 of the record purport to contain the minute of a meeting of 4 employees of the first respondent in Polokwane on 22 June 2018. It is not clear from the minute (or any other document in the "record") what delegation those present held to take the decision on behalf of the Eskom Board. I consequently submit that, from the record, it appears that the persons taking the decision had no authority to make such decision and that their decisions are reviewable in terms of Section 6(2)(a)(i) or (ii) of PAJA.
9. What is clear from the minute though, is that those present considered the applicant's submissions (*inter alia*) with regard to the Notice of 18 May 2018 notifying a planned interruption of power supply from 6 July 2018. It is common cause that that interruption did not take place and no further consideration was given to the matter prior to the 2 November 2018 Notice. I therefore submit that

the reasons advanced could not have any bearing on the decision to interrupt the power supply to the second respondent in November 2018. I therefore submit that no reasons were advanced for the decision evidenced by the 2 November 2018 Notice.

10. I further submit that upon consideration of the record, the decision to interrupt power to the second respondent in November 2018 was not rationally connected to the purpose for which it was taken, the information before the administrator or the reasons given for it by the administrator as provided for in Section 6(2)(f)(ii)(aa), (cc) and (dd) of PAJA.

11. I attach hereto as **Annexure "C"** a schedule prepared by the applicants' legal representatives from the financial information contained in the record.

12. From the schedule (**Annexure "C"**) the following appears:

12.1. The outstanding balance on the second respondent's account with the first respondent on 20 August 2017 was R88,388,378.17.

12.2. The first and second respondents agreed that the outstanding amount would be paid off in 5 instalments of R17,877,376.00:

12.2.1. 30 November 2017

12.2.2. 31 March 2018

12.2.3. 31 July 2018

12.2.4. 30 November 2018

12.2.5. 31 March 2019

(See page 69 of the record).

12.3. I submit that from the schedule, it is clear, that, both at the time of the meeting and of the 2 November 2018 notice:

12.3.1. The second respondent was up to date with its repayments in respect of the arrangement;

12.3.2. Has reduced the outstanding balance on its account from R88,388,378.17 to R68,000,429.07;

12.3.3. Has, in addition to the payments in terms of the arrangement, paid 71% of the current amounts

- 5 -

becoming due after 20 August 2017.

13. It is therefore submitted that the financial performance of the second respondent subsequent to 20 August 2017 ought to have been taken into account before the decision to issue the 2 November 2018 Notice was taken. I submit that, had the first respondent taken into account the second respondent's financial performance it would have come to the conclusion that the second respondent has shown a vast improvement in its financial performance which did not justify the "last resort" measure to interrupt the power supply. As such the decision to interrupt the power supply to the second respondent was not rationally connected to the purpose for which it was taken, the information before the administrator or the reasons given for it by the administrator.
14. I point out that the submissions made above are in addition to the submissions made in my founding affidavit and do not replace them.



DEPONENT

THUS SIGNED AND SWORN TO BEFORE ME AT PRETORIA ON THIS 15 DAY OF APRIL 2019, AT 12:07 AM/PM THE DEPONENT HAVING ACKNOWLEDGED THAT HE KNOWS AND UNDERSTANDS THE CONTENTS OF THIS AFFIDAVIT, THAT IT IS BOTH TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THAT

HE HAS NO OBJECTION TO TAKING THE PRESCRIBED OATH AND  
THAT THE PRESCRIBED OATH WILL BE BINDING ON HIS  
CONSCIENCE.

  
\_\_\_\_\_

COMMISSIONER OF OATHS

FULL NAMES :

CAPACITY :

ADDRESS :

**JOHANNES JACOBUS VAN DER MERWE**

Commissioner of Oaths  
HB Forum  
13 Stamvrug Street  
Val De Grace  
Ex Officio Practising Attorney  
Republic of South Africa

**KRIEK WASSENAAR & VENTER ING**

Prokureurs • Aktevervaardigers • Attorneys • Conveyancers

Our ref: P Wassenaar /jb/QB0387

Your ref: R VENTER/vp/01859307

27 February 2019

**GILDENHUYS MALATJI INC  
PRETORIA**By e-mail: [vprinsloo@gminc.co.za](mailto:vprinsloo@gminc.co.za)  
[RVenter@gminc.co.za](mailto:RVenter@gminc.co.za)

Sir / Madam

**SAKELIGA NPC & OTHERS & 1 OTHER/ ESKOM SOC LTD & OTHERS & 6 OTHERS  
CASE NUMBER: 81283/2018**

1. I refer to the abovementioned application and your "record" filed on 8 February 2019.
2. We note with concern that you have not filed your client's reasons for the decision sought to be reviewed and set aside in Part B, Prayer 2 as required by Rule 53 (1) (b) read with Section 5 (2) of the Promotion of Administrative Justice Act, Act 3 of 2000 ("PAJA").
3. We are of the view that your client was obliged by those provisions to furnish its reasons for the decision sought to be reviewed and set aside. Your client was duly called upon to do so in the Notice of Motion, despite which your client has not done so.
4. Your attention is further drawn to the provisions of Section 5 (3) of PAJA which provides:  
*"If an administrator fails to furnish adequate reasons for an administrative action, it must, subject to Subsection (4) and in the absence of proof to the contrary, be presumed in any proceedings for judicial review that the administrative action was taken without good reason."*
5. If your client contends that it is excused from furnishing reasons on the basis of Section 5(4) of PAJA, we request your client to indicate on which grounds mentioned therein reliance will be placed.
6. Our client is in the circumstances also unable to determine whether the record filed is complete or not.
7. Your client is hereby afforded a further 15 days to file its reason, failing which our client will proceed to file its supplementary affidavit on the basis that no reasons had been given and

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Direkteure/ Directors: Johan Kriek (B Proc, LLM), Péter Johannes Wassenaar (LLB)

Bygestaan deur/assisted by Tertia Johanna Wassenaar (LLB); Jani Jordaan (LLB);

Konsultante / Consultants: Catherine Elizabeth Pienaar (BA, BCur, LLB, LLM, PhD); Sylvia Adriana Venter (LLB)

that the administrative action was therefore taken without good reason, as provided for in  
Section 5 (2) of PAJA. 01-134

Yours Faithfully,

  
**KRIEK WASSENAAR & VENTER INC**  
PÉTER WASSENAAR – DIRECTOR  
(f) 086 596 8516  
(e) [peter@kriekprok.co.za](mailto:peter@kriekprok.co.za)  
Elektronies onderteken  
Elektronies onderteken



**From:** [peter@kriekorok.co.za](mailto:peter@kriekorok.co.za)  
**To:** [vordinsloo@ominc.co.za](mailto:vordinsloo@ominc.co.za); "Riaan Venter"  
**Subject:** SAKELIGA NPC & OTHERS & 1 OTHER/ ESKOM SOC LTD & OTHERS & 6 OTHERS  
**Date:** Wednesday, 27 February 2019 09:20:00  
**Attachments:** [Gildenhuys Malatji by email - 2019-02-26.pdf](#)

Sir / Madam

Please see attached letter

Yours faithfully / Die uwe

Pèter Wassenaar  
Kriek Wassenaar & Venter Ing  
Direkteur / Director

- (t) (+27) 12 803 4719 (f) 086 596 8516
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GILDENHUYS MALATJI  
ATTORNEYS

OUR REF  
RVENTER/RSHAMOUT  
01859307

KRIEK WASSENER & VENTER ING

18 March 2019

BY EMAIL: peter@kriekprok.co.za

DIRECT TEL NO  
(012) 428 8684

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YOUR REF  
P  
WASSENAAR/JB/QB0387

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**CONSULTANT**  
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**MANAGERS**

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CHRISTELLE DOMAN (INFORMATION  
TECHNOLOGY)  
INNOCENTIA THIBE (OFFICE)

LEVEL ONE (AAA+) B-BBEE AND  
VALUE ADDING SUPPLIER

Sir

**SAKELIGA NPC AND OTHERS / ESKOM AND OTHERS**

**CASE NUMBER: 81283/2018**


1. We refer to the above-mentioned matter as well as your letter dated 27 February 2019.
2. We confirm that the Eskom reasons for decision were indeed contained in the record filed. We refer you to pages 77-86 of the record.
3. We attach a copy of same for your convenience.
4. We trust that you will find the above in order.

Yours faithfully

**GILDENHUYS MALATJI INC**

Per: Riaan Venter / Reham Shamout

W107


	Meeting minutes			Template Identifier	240-54076329	Rev	6
				Effective Date		1 October 2016	
				Next review date		October 2019	
				Distribution			

Meeting Name: To review all submissions received – Musina Municipality Planned Power Interruptions			
Date:	Time:	Venue:	Meeting No.:
22 June 2018	9h00 – 11h00	Polokwane (Nedbank Building – Executive Boardroom)	01

Item	Subject	Decision & Action items	Responsibility	Target date
	<ol style="list-style-type: none"> <li>1. <b>Welcome and Opening:</b> The Meeting was opened by the Chairperson and the members were introduced.</li> <li>2. <b>Safety and Emergency Evacuation Procedure</b></li> <li>3. <b>Attendance and apologies :</b> Apology (Frans Rousseau)               <ul style="list-style-type: none"> <li>3.1 Present at meeting:                   <ul style="list-style-type: none"> <li>• Rachel Sebola: Senior Manager Customer Service Acting (Chairperson)</li> <li>• Tendani Moloto : Middle Manager Customer Relations</li> <li>• Ntshenge Lithole: Industrial Support</li> <li>• Ethel Maswanganyi: Management Accounting Manager</li> </ul> </li> </ul> </li> <li>4. <b>Declaration of interest</b></li> <li>5. <b>Minutes and Actions from Previous meetings</b></li> <li>6. <b>Matters for Approval</b></li> </ol>	<p>None</p> <p>None</p>	<p>Chairperson</p> <p>Chairperson</p>	<p>N/A</p> <p>N/A</p>

**Disclosure classification: (Controlled Disclosure)**


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	Meeting minutes			Template Identifier	240-54076329	Rev	6
				Effective Date		1 October 2016	
				Next review date		October 2019	
<div style="text-align: right;">             100% Disclosure           </div>							

Item	Subject	Decision & Action items	Responsibility	Target date
	<p><b>7. Purpose of meeting and Background of Musina Municipality Overdue debt</b>            The purpose of the meeting is to review the submissions made by customers within the supply area of Musina Municipality (Musina Town) as per the Promotion of Administration and Justice Act (PAJA).</p> <p>Musina Municipality entered into a payment arrangement in September 2017 to settle their overdue debt of R89m by March 2019. The Municipality has failed to service their monthly account in full as per the signed agreement. Eskom had many interactions with the Municipality, however, the Municipality failed to honor their commitment.</p> <p>Eskom placed on the a notice on newspapers on 18 May 2018 informing the public of its intention to implement power interruptions to Musina Municipality (Musina Town) from 06 July 2018 due to non-payment. The notice gave the public 30 days to make submissions to Eskom for consideration.</p>	None		
		None		
		Not applicable		
		Not applicable	Chairperson	

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				Next review date		October 2019	
				Distribution			

Item	Subject	Decision & Action items	Responsibility	Target date
	<p>8. Review of submissions received from Musina Municipality's Customers</p> <p>a. Afrisake NPC / Eskom SOC</p> <p>Issues raised and Eskom response:</p> <ul style="list-style-type: none"> <li>Impact on the welfare of the community.</li> </ul> <p>Eskom is not enforcing the contractual right it has in terms of the supply agreement with the municipality and the Electricity Regulation Act, to completely disconnect supply to the municipality. In order to lessen the impact on members of the public and businesses, the planned electricity supply interruption will be done in intervals as opposed to a complete disconnection.</p> <ul style="list-style-type: none"> <li>Notice Period</li> </ul> <p>Eskom has ensured that ample notice is provided so that members of the public and businesses may make alternative arrangements including possible back-up generation and alternative working hours. Eskom has followed the Public Administration Justice Act (PAJA)</p>			

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					Next review date	October 2019		
					Distribution			

Item	Subject	Decision & Action items	Responsibility	Target date
	<ul style="list-style-type: none"> <li>Damage to infrastructure: Regarding the irreparable damage to the infrastructure, customers should have adequate precaution measure in place to ensure that when power supply is restored the equipment, appliances and or infrastructures do not get damaged.</li> <li>Power Interruptions have no financial benefit Eskom views that there shall be financial benefit because the Municipality will pay the bill and will also honour the payment arrangements. There will also be a reduction in terms of electricity usage and the invoice shall be lower.</li> <li>Alternatives Remedies Eskom had numerous engagements with the Musina Municipality and Provincial Government on the municipality debt. Eskom views the interruption of electricity supply as the last resort of recovering the outstanding debt to ensure long term financial sustainability.</li> </ul>			

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	Meeting minutes			
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	Next review date	October 2019		
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Item	Subject	Decision & Action Items	Responsibility	Target date
	<p><b>b. H.Aucamp:</b> Issues raised and Eskom response:</p> <ul style="list-style-type: none"> <li>Impact on the welfare of the community (Violation of Human Rights): Eskom is not enforcing the contractual right it has in terms of the supply agreement with the municipality and the Electricity Regulation Act to completely disconnect supply to the municipality.</li> <li>Eskom has ensured that ample notice is provided, so that members of the public and businesses can make alternative arrangements, including possible backup generation and alternative working hours.</li> <li><b>Eskom notes the violation of customers' rights, and in order to lessen the impact on members of the public and businesses, the planned electricity supply interruption will be done at intervals as opposed to a complete disconnection. Times are indicated in the published notice.</b></li> </ul>			

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## Meeting minutes

Template Identifier	240-54076329	Rev	6
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Next review date	October 2019		
Distribution			

Item	Subject	Decision & Action items	Responsibility	Target date
	<ul style="list-style-type: none"><li>Customer Buying Electricity on Prepaid<ul style="list-style-type: none"><li>Due to the fact that all customers in the municipal supply area are embedded in this network, it will not be possible to separate paying from non-paying customers. Debt collection in the municipal supply area is the responsibility of the municipality.</li><li>Eskom must make a case against the people responsible for this theft.</li></ul></li><li>As a company, Eskom must also look at its own sustainability and has a responsibility to recover the funds that are due to it. The problem with the economy is a recent event, but Eskom has had problems with revenue collection from this municipality since 2014.</li><li>c. <b>Messina Verpakkings (Edms) Bpk:</b><ul style="list-style-type: none"><li>Issues raised and Eskom response:<ul style="list-style-type: none"><li>Impact on the welfare of the community and businesses:</li></ul></li></ul></li></ul> <p>Eskom is not enforcing the contractual right it has in terms of the supply agreement with the municipality and the Electricity Regulation Act, to completely disconnect supply to the</p>			

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	Meeting minutes			
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Distribution				

Item	Subject	Decision & Action items	Responsibility	Target date
	<p>municipality. In order to lessen the impact on members of the public and businesses, the planned electricity supply interruption will be done in intervals as opposed to a complete disconnection.</p> <ul style="list-style-type: none"> <li>Eskom to directly engage with paying customers:</li> </ul> <p>The Municipality is the license holder and Eskom will not be able to engage directly with Municipal customers. The Municipality has the responsibility to collect and pay over the amounts due directly to Eskom.</p> <ul style="list-style-type: none"> <li>Company dependent on electricity</li> </ul> <p>Eskom has ensured that ample notice is provided so that members of the public and businesses may make alternative arrangements including possible back-up generation for maintaining production.</p> <p>Eskom views the interruption of electricity supply as the last resort of recovering the outstanding debt to ensure long term financial sustainability.</p>			

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## Meeting minutes

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Next review date	October 2019		
Distribution			

Item	Subject	Decision & Action items	Responsibility	Target date
	<p><b>d. Tiger Brands:</b></p> <p>Issues raised and Eskom response:</p> <ul style="list-style-type: none"><li>• Impact on the welfare of the community and businesses:</li></ul> <p>Eskom is not enforcing the contractual right it has in terms of the supply agreement with the municipality and the Electricity Regulation Act, to completely disconnect supply to the municipality. In order to lessen the impact on members of the public and businesses, the planned electricity supply interruption will be done in intervals as opposed to a complete disconnection.</p> <ul style="list-style-type: none"><li>• Request to pay directly to Eskom</li></ul> <p>Eskom has a contractual agreement with the Municipality and payments must be received from the Municipality. The Municipality has the responsibility to collect and pay over the amounts due directly to Eskom.</p> <p>The Municipality is the license holder and this company is the Municipal customer. Eskom will not be able to engage directly with Municipal customer.</p>			

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## Meeting minutes

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Next review date	October 2019		
Distribution			


Item	Subject	Decision & Action items	Responsibility	Target date
	<ul style="list-style-type: none"><li>Impact of Power Interruptions on Business Operations Eskom has ensured that ample notice is provided so that members of the public and businesses may make alternative arrangements for your particular business such back-up generation for maintaining production in your plant.</li><li>Request to delay the planned power interruptions Eskom shall unfortunately not be able delay the interruption to end September 2018 as several engagements have been done with the Municipality and the Municipality failed to honour their commitments. Every industry has its own requirements; we shall therefore not be able to accommodate the request.</li></ul>			
	9. Resolution from the meeting: After carefully reviewing all submissions made, the meeting resolved that the planned power interruption will continue as communicated. Eskom and the Municipality have a contractual relationship and are both obliged to comply with the contractual terms and conditions. Eskom is also obliged to supply electricity on a financially sustainable basis.	Response letters to be written for all submissions received	Tendani	25 June 2018

0140  
01-145

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01-145

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Item	Subject	Decision & Action items	Responsibility	Target date
	10. Way forward			
	Final notice to be published to communicate final decision (i.e to proceed with planned power interruption).			
	11. Closure		Chairperson	

0141  
01-146

8

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# ANNEXURE C

0142  
01-147

DATE	DEBIT	CREDIT	BALANCE	ARRANGEMENT
2017/08/20			88 388 378.17	
2017/08/21	10 890 199.59		99 278 577.76	
2017/09/18	9 627 826.77		108 906 404.53	
2017/09/20		10 890 199.59	98 016 204.94	
2017/10/17	7 156 080.75		105 172 285.69	
2017/10/18		9 627 826.77	95 544 458.92	
2017/11/16	6 623 865.07		102 168 323.99	
2017/11/30			102 168 323.99	17 877 376.00
2017/12/14		24 501 241.07	77 667 082.92	
2017/12/17	6 751 507.16		84 418 590.08	
2018/01/04		1 000 000.00	83 418 590.08	
2018/01/12		2 311 932.53	81 106 657.55	
2018/01/15	6 514 787.63		87 621 445.18	
2018/01/31		5 000 000.00	82 621 445.18	
2018/02/01		1 000 000.00	81 621 445.18	
2018/02/19	7 110 447.73		88 731 892.91	
2018/03/05		2 000 000.00	86 731 892.91	
2018/03/09		500 000.00	86 231 892.91	
2018/03/13		3 000 000.00	83 231 892.91	
2018/03/15		1 000 000.00	82 231 892.91	
2018/03/16	6 133 415.33		88 365 308.24	
2018/03/22		3 000 000.00	85 365 308.24	
2018/03/30		17 877 376.00	67 487 932.24	
2018/03/31			67 487 932.24	17 877 376.00
2018/04/09		1 000 000.00	66 487 932.24	
2018/04/16	6 530 663.35		73 018 595.59	
2018/04/26		500 000.00	72 518 595.59	
2018/05/10		250 000.00	72 268 595.59	
2018/05/14		1 500 000.00	70 768 595.59	
2018/05/17	6 102 399.59		76 870 995.18	
2018/05/22		1 000 000.00	75 870 995.18	
2018/05/31		300 000.00	75 570 995.18	
2018/06/08		500 000.00	75 070 995.18	
2018/06/18	7 841 401.85		82 912 397.03	
2018/07/05		800 000.00	82 112 397.03	
2018/07/09		39 000 000.00	43 112 397.03	
2018/07/16	9 958 796.56		53 071 193.59	
2018/07/31		7 000 000.00	46 071 193.59	
2018/07/31			46 071 193.59	17 877 376.00
2018/08/16	7 841 401.85		53 912 595.44	
2018/08/22		823 931.20	53 088 664.24	
2018/09/17	9 262 761.60		62 351 425.84	
2018/10/17	6 649 003.23		69 000 429.07	
2018/11/08		1 000 000.00	68 000 429.07	
	114 994 558.06	135 382 507.16		53 632 128.00

Current account payments:	81 750 379.16
% of current account paid:	0.710906503

01-147

**IN THE HIGH COURT OF SOUTH AFRICA**

**GAUTENG DIVISION, PRETORIA**

Case No: **81283/18**

In the matter between:

**AFRISAKE NPC**

First Applicant

**ADRIAAN MARTHINUS APPELGRYN-  
SIEBERT**

Second Applicant

and

**ESKOM HOLDINGS SOC LTD**

First Respondent

**MUSINA LOCAL MUNICIPALITY**

Second Respondent

**THE NATIONAL ENERGY REGULATOR  
OF SOUTH AFRICA ("NERSA")**

Third Respondent

**THE MINISTER OF COOPERATIVE  
GOVERNANCE AND TRADITIONAL AFFAIRS**

Fourth Respondent

**THE MINISTER OF FINANCE**

Fifth Respondent

**THE MEMBER OF THE EXECUTIVE  
COMMITTEE FOR LOCAL GOVERNMENT,  
LIMPOPO PROVINCE**

Sixth Respondent

**THE MEMBER OF THE EXECUTIVE  
COMMITTEE FOR FINANCE IN THE  
LIMPOPO PROVINCE**

Seventh Respondent

**SERVICE AFFIDAVIT**



---

I, the undersigned,

**FRANCOIS MARINUS JORDAAN**

do hereby make oath and state the following:

1. I am an adult male candidate attorney with the firm Kriek Wassenaar & Venter Incorporated situated at 1<sup>st</sup> Floor Norex House, 79 Rauch Avenue, Georgeville, Pretoria under my contract of articles with Mr Pèter Johannes Wassenaar.
2. The facts set out hereinafter fall within my personal knowledge unless the contrary appears from the text hereof.
3. I depose of this affidavit in terms of rule 4(6).
4. The application was commissioned on the 7<sup>th</sup> of November 2018. In order to ensure that the Respondents had sufficient time to prepare their respective court documents I personally sent the commissioned but unissued notice of motion, founding affidavit and annexures to the Respondents on 7 November 2018 to the known email accounts of representatives of the respective Respondents.
5. In support of paragraph 4 above, I can confirm that I forwarded the documents stated in paragraph 4 to the email addresses listed in the subparagraphs below. I also confirm that the emails were accepted as

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a complete data message by the information system and email server host of the respective email addresses, as is evidenced below:

5.1 First Respondent – See email attached as annexure **FJ1**

5.1.1 LPExecActionTeam@eskom.co.za – proof that the data message entered and was accepted by the information system of the email account **LPExecActionTeam@eskom.co.za**, is attached hereto as annexure **FJ2**, which report I personally drew from the information system of our firm's email domain (**kriekprok.co.za**), which indicates that the delivery of the message was ACCEPTED by the email server of the delivery address on 7 November 2018 and at 15h36.

5.1.2 publicnwr@eskom.co.za – proof that the data message entered and was accepted by the information system of the email account **publicnwr@eskom.co.za**, is attached hereto as annexure **FJ3**, which report I personally drew from the information system of our firm's email domain (**kriekprok.co.za**), which indicates that the delivery of the message was ACCEPTED by the email server of the delivery address on 7 November 2018 and at 15h36.

5.1.3 NoorbhFB@eskom.co.za - proof that the data message entered and was accepted by the information system of the email account **NoorbhFB@eskom.co.za**, is attached

hereto as annexure **FJ4**, which report I personally drew from the information system of our firm's email domain (**kriekprok.co.za**), which indicates that the delivery of the message was ACCEPTED by the email server of the delivery address on 7 November 2018 and at 15h36.

5.1.4 KettleME@eskom.co.za - proof that the data message entered and was accepted by the information system of the email account **KettleME@eskom.co.za**, is attached hereto as annexure **FJ5**, which report I personally drew from the information system of our firm's email domain (**kriekprok.co.za**), which indicates that the delivery of the message was ACCEPTED by the email server of the delivery address on 7 November 2018 and at 15h36.

5.1.5 TumaneA@eskom.co.za - proof that the data message entered and was accepted by the information system of the email account **TumaneA@eskom.co.za**, is attached hereto as annexure **FJ6**, which report I personally drew from the information system of our firm's email domain (**kriekprok.co.za**), which indicates that the delivery of the message was ACCEPTED by the email server of the delivery address on 7 November 2018 and at 15h36.

5.1.6 BarutiME@eskom.co.za proof that the data message entered and was accepted by the information system of

the email account **BarutiME@eskom.co.za**, is attached hereto as annexure **FJ7**, which report I personally drew from the information system of our firm's email domain (**kriekprok.co.za**), which indicates that the delivery of the message was ACCEPTED by the email server of the delivery address on 7 November 2018 and at 15h36.

5.1.7 brownli@eskom.co.za - proof that the data message entered and was accepted by the information system of the email account **brownli@eskom.co.za**, is attached hereto as annexure **FJ8**, which report I personally drew from the information system of our firm's email domain (**kriekprok.co.za**), which indicates that the delivery of the message was ACCEPTED by the email server of the delivery address on 7 November 2018 and at 15h36.

5.2 Second Respondent - See emails attached as annexure **FJ9** and **FJ10**

5.2.1 musinamm@limpopo.co.za. - proof that the data message entered and was accepted by the information system of the email account **musinamm@limpopo.co.za**, is attached hereto as annexure **FJ11**, which report I personally drew from the information system of our firm's email domain (**kriekprok.co.za**), which indicates that the

delivery of the message was ACCEPTED by the email server of the delivery address on 7 November 2018 and at 15h38.

5.2.2 info@musina.gov.za - proof that the data message entered and was accepted by the information system of the email account **info@musina.gov.za**, is attached hereto as annexure **FJ12**, which report I personally drew from the information system of our firm's email domain (**kriekprok.co.za**), which indicates that the delivery of the message was ACCEPTED by the email server of the delivery address on 7 November 2018 and at 15h37.

5.3 Third Respondent - See email attached as annexure **FJ13**

5.3.1 sandile.dlamini@nersa.org.za - proof that the data message entered and was accepted by the information system of the email account **sandile.dlamini@nersa.org.za**, is attached hereto as annexure **FJ14**, which report I personally drew from the information system of our firm's email domain (**kriekprok.co.za**), which indicates that the delivery of the message was ACCEPTED by the email server of the delivery address on 7 November 2018 and at 15h32.

5.3.2 juanita.vermaak@nersa.org.za - proof that the data message entered and was accepted by the information system of the email account **Juanita.vermaak@nersa.org.za**, is attached hereto as annexure **FJ15**, which report I personally drew from the information system of our firm's email domain (**kriekprok.co.za**), which indicates that the delivery of the message was ACCEPTED by the email server of the delivery address on 7 November 2018 and at 15h32.

5.3.3 izanne.martins@nersa.org.za - proof that the data message entered and was accepted by the information system of the email account **izanne.martins@nersa.org.za**, is attached hereto as annexure **FJ16**, which report I personally drew from the information system of our firm's email domain (**kriekprok.co.za**), which indicates that the delivery of the message was ACCEPTED by the email server of the delivery address on 7 November 2018 and at 15h32.

5.4 Fourth Respondent – Seventh Respondent - See emails attached as annexure **FJ17** and **FJ18**

5.4.1 ebsnyman@justice.gov.za - proof that the data message entered and was accepted by the information system of the email account **ebsnyman@justice.gov.za**, is attached hereto as annexure **FJ19**, which report I personally drew from the information system of our firm's email domain (**kriekprok.co.za**), which indicates that the delivery of the message was ACCEPTED by the email server of the delivery address on 7 November 2018 and at 15h41.

5.4.2 tnhlanzi@justice.gov.za - proof that the data message entered and was accepted by the information system of the email account **tnhlanzi@justice.gov.za**, is attached hereto as annexure **FJ20**, which report I personally drew from the information system of our firm's email domain (**kriekprok.co.za**), which indicates that the delivery of the message was ACCEPTED by the email server of the delivery address on 7 November 2018 and at 15h33.

6. I am not in possession of an e-mail address for the Fourth to Seventh Respondents. They are all however represented by the State Attorney. I can confirm that Mr C E Snyman represented the Fourth Respondent and Ms N Thembelihle in the Seventh Respondent in the



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previous application under case number 46778/2018. Accordingly the data message was also forwarded to the aforementioned attorneys.

7. On the 8<sup>th</sup> of November the application was issued in the High Court of South Africa, Gauteng Division, Pretoria under case number 81283/18. I personally forwarded the issued application to the e-mail addresses stated below on 8 November 2018. In this regard I can confirm delivery to:

7.1 First Respondent – See email attached as annexure **FJ21**

7.1.1 LPExecActionTeam@eskom.co.za – proof that the data message entered and was accepted by the information system of the email account **LPExecActionTeam@eskom.co.za**, is attached hereto as annexure **FJ22**, which report I personally drew from the information system of our firm's email domain (**kriekprok.co.za**), which indicates that the delivery of the message was ACCEPTED by the email server of the delivery address on 8 November 2018 and at 12h22.

7.1.2 publicnwr@eskom.co.za – proof that the data message entered and was accepted by the information system of the email account **publicnwr@eskom.co.za**, is attached hereto as annexure **FJ23**, which report I personally drew from the information system of our firm's email domain

(**kriekprok.co.za**), which indicates that the delivery of the message was ACCEPTED by the email server of the delivery address on 8 November 2018 and at 12h22.

7.1.3 NoorbhFB@eskom.co.za - proof that the data message entered and was accepted by the information system of the email account **NoorbhFB@eskom.co.za**, is attached hereto as annexure **FJ24**, which report I personally drew from the information system of our firm's email domain (**kriekprok.co.za**), which indicates that the delivery of the message was ACCEPTED by the email server of the delivery address on 8 November 2018 and at 12h22.

7.1.4 KettleME@eskom.co.za - proof that the data message entered and was accepted by the information system of the email account **KettleME@eskom.co.za**, is attached hereto as annexure **FJ25**, which report I personally drew from the information system of our firm's email domain (**kriekprok.co.za**), which indicates that the delivery of the message was ACCEPTED by the email server of the delivery address on 8 November 2018 and at 12h22.

7.1.5 TumaneA@eskom.co.za - proof that the data message entered and was accepted by the information system of the email account **TumaneA@eskom.co.za**, is attached hereto as annexure **FJ26**, which report I personally drew

from the information system of our firm's email domain (**kriekprok.co.za**), which indicates that the delivery of the message was ACCEPTED by the email server of the delivery address on 8 November 2018 and at 12h22.

7.1.6 BarutiME@eskom.co.za proof that the data message entered and was accepted by the information system of the email account **BarutiME@eskom.co.za**, is attached hereto as annexure **FJ27**, which report I personally drew from the information system of our firm's email domain (**kriekprok.co.za**), which indicates that the delivery of the message was ACCEPTED by the email server of the delivery address on 8 November 2018 and at 12h22.

7.1.7 brownli@eskom.co.za - proof that the data message entered and was accepted by the information system of the email account **brownli@eskom.co.za**, is attached hereto as annexure **FJ28**, which report I personally drew from the information system of our firm's email domain (**kriekprok.co.za**), which indicates that the delivery of the message was ACCEPTED by the email server of the delivery address on 8 November 2018 and at 12h22.

7.2 Second Respondent: See emails attached as annexure **FJ29** and **FJ30**

7.2.1 musinamm@limpopo.co.za. - proof that the data message entered and was accepted by the information system of the email account **musinamm@limpopo.co.za**, is attached hereto as annexure **FJ31**, which report I personally drew from the information system of our firm's email domain (**kriekprok.co.za**), which indicates that the delivery of the message was ACCEPTED by the email server of the delivery address on 8 November 2018 and at 12h20.

7.2.2 info@musina.gov.za - proof that the data message entered and was accepted by the information system of the email account **info@musina.gov.za**, is attached hereto as annexure **FJ32**, which report I personally drew from the information system of our firm's email domain (**kriekprok.co.za**), which indicates that the delivery of the message was ACCEPTED by the email server of the delivery address on 8 November 2018 and at 12h21.

7.3 Third Respondent- See email attached as annexure **FJ33**

7.3.1 sandile.dlamini@nersa.org.za - proof that the data message entered and was accepted by the information system of the email account **sandile.dlamini@nersa.org.za**, is attached hereto as

annexure **FJ34**, which report I personally drew from the information system of our firm's email domain (**kriekprok.co.za**), which indicates that the delivery of the message was ACCEPTED by the email server of the delivery address on 8 November 2018 and at 12h18.

7.3.2 juanita.vermaak@nersa.org.za - proof that the data message entered and was accepted by the information system of the email account **Juanita.vermaak@nersa.org.za**, is attached hereto as annexure **FJ35**, which report I personally drew from the information system of our firm's email domain (**kriekprok.co.za**), which indicates that the delivery of the message was ACCEPTED by the email server of the delivery address on 8 November 2018 and at 12h18.

7.3.3 izanne.martins@nersa.org.za - proof that the data message entered and was accepted by the information system of the email account **izanne.martins@nersa.org.za**, is attached hereto as annexure **FJ36**, which report I personally drew from the information system of our firm's email domain (**kriekprok.co.za**), which indicates that the delivery of the

message was ACCEPTED by the email server of the delivery address on 8 November 2018 and at 12h18.

7.4 Fourth Respondent – Seventh Respondent - See emails attached as annexure **FJ37** and **FJ38**

7.4.1 ebsnyman@justice.gov.za - proof that the data message entered and was accepted by the information system of the email account **ebsnyman@justice.gov.za**, is attached hereto as annexure **FJ39**, which report I personally drew from the information system of our firm's email domain (**kriekprok.co.za**), which indicates that the delivery of the message was ACCEPTED by the email server of the delivery address on 8 November 2018 and at 12h22.

7.4.2 tnhlanzi@justice.gov.za - proof that the data message entered and was accepted by the information system of the email account **tnhlanzi@justice.gov.za**, is attached hereto as annexure **FJ40**, which report I personally drew from the information system of our firm's email domain (**kriekprok.co.za**), which indicates that the delivery of the message was ACCEPTED by the email server of the delivery address on 8 November 2018 and at 12h19.

7.5

- 
8. I can confirm that the application was forwarded for the service to the relevant sheriffs' offices with jurisdiction over the Respondents and the respective returns of services will form part of the court bundle.
9. I confirm that all data messages discussed in this affidavit, were forwarded and should, in my submission, be regarded to have been received by the respective addressees in terms of section 23(b) of the Electronic Communications and Transactions Act 25 of 2002, seeing that:
- 9.1 Each message entered the information system of the designated addressee; and
- 9.2 Each data message was capable of being retrieved and processed by the addressee; and
- 9.3 None of the addressees' information systems rejected the data messages and/or indicated to our information system that the data messages could not be retrieved and/or processed by the Respondent.

  
DEPONENT

THUS SWORN AND SIGNED AT PRETORIA ON THIS 13 DAY OF  
NOVEMBER 2018 BEFORE ME, COMMISSIONER OF OATHS, THE  
DEPONENT HAVING ACKNOWLEDGED THAT HE UNDERSTANDS THE



- 16 -

CONTENTS OF THIS AFFIDAVIT, HAS NO OBJECTION IN TAKING THE  
OATH AND REGARDS THE OATH AS BINDING ON HIS CONSCIENCE  
AFTER COMPLYING WITH THE REQUIREMENTS OF GOVERNMENT  
NOTICE R1258, DATED 21 JULY 1972, AS AMENDED

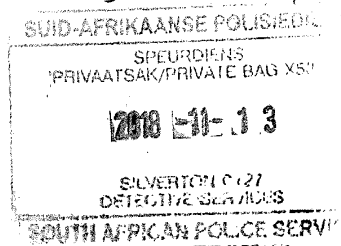
Before me: *[Signature]* 20092004 WLO

COMMISSIONER OF OATHS

NAME: *HLANGWANE MDERAM*

CAPACITY: *W/OFFICER*

ADDRESS: *497 PRETORIA ROAD SILVERTON*



"F51" 0159  
01-164

**Subject:** SAKELIGA NPC & 1 OTHER / ESKOM HOLDINGS SOC LTD & 6 OTHERS

**From:** Francois Jordaan <francois@kriekprok.co.za>

**Date:** 2018/11/07 03:35 PM

**To:** lpexecactionteam@eskom.co.za, publicnwr@eskom.co.za, noorbhFB@eskom.co.za, kettleme@eskom.co.za, tumaneA@esko.co.za, BarutiME@eskom.co.za, brownli@eskom.co.za

Sir / Madam

We refer to the urgent application which our client issued under case number 46778/2018 during July 2018.

We have been instructed to issue a further urgent application, which matter will be set down for 20 November 2018 as per the notice of motion. The founding affidavits have been commissioned and the application is currently being issued. For that reason, we have yet to include a case number for this application. An issued and stamped copy of the new application will be forwarded to all parties as soon as it has been issued.

We do however in the interim provide you with our client's complete urgent application in order to ensure that you receive early notice of the scope and contents of this application. Kindly see attached.

Kindly direct all correspondence in the matter to [peter@kriekprok.co.za](mailto:peter@kriekprok.co.za) and [francois@kriekprok.co.za](mailto:francois@kriekprok.co.za)

Yours faithfully

--

Francois Jordaan

Kriek Wassenaar & Venter Ing

Candidate Attorney

- (t) (+27) 12 803 4719 • (f) (+27) 86 596 8801
- (a) 1ste Vloer / 1st Floor, Norex Huis / House, Rauchlaan 79 Rauch Avenue, Georgeville, Pretoria, 0184
- (p) Postnet Suite # A7, Privaatsak / Private Bag X592, Silverton, 0127 • BTW Reg: 4020260685 • Reg: 2012/030418/21

Hierdie e-pos is onderhewig aan voorwaardes. Kliek hier vir meer besonderhede.

Attachments:


Notice of motion & founding affidavit - Urgent Application.pdf

2.6 MB

01-164  
MH

# Delivery Event Details

FJ2  
01-165


Event: success   
User: krikpro  
Domain: krikprok.co.za  
From Address: francois@krikprok.co.za  
Sender: francois@krikprok.co.za  
Sent Time: Nov 7, 2018, 3:36:15 PM  
Sender Host: 192.168.1.181  
Sender IP: 41.161.65.60  
Authentication: dovecot\_plain  
Spam Score:  
Recipient: lpexecactionteam@eskom.co.za  
Delivery User: -remote-  
Delivery Domain:  
Delivered To: lpexecactionteam@eskom.co.za  
Router: smarthost\_dkim  
Transport: remote\_smtp\_smart\_dkim  
Out Time: Nov 7, 2018, 3:36:15 PM  
ID: 1gK00H-00FRbe-Oe  
Delivery Host: out.tld-mx.com  
Delivery IP: 169.239.218.3  
Size: 3.59 MB  
Result: Accepted

01 -165

 ME

# Delivery Event Details

"FJ3"  
0161  
01 -166


**Event:** success   
**User:** krikpro  
**Domain:** krikprok.co.za  
**From Address:** francois@krikprok.co.za  
**Sender:** francois@krikprok.co.za  
**Sent Time:** Nov 7, 2018, 3:36:15 PM  
**Sender Host:** 192.168.1.181  
**Sender IP:** 41.161.65.60  
**Authentication:** dovecot\_plain  
**Spam Score:**  
**Recipient:** publicnwr@eskom.co.za  
**Delivery User:** -remote-  
**Delivery Domain:**  
**Delivered To:** publicnwr@eskom.co.za  
**Router:** smarthost\_dkim  
**Transport:** remote\_smtp\_smart\_dkim  
**Out Time:** Nov 7, 2018, 3:36:15 PM  
**ID:** 1gK00H-00FRbe-Oe  
**Delivery Host:** out.tld-mx.com  
**Delivery IP:** 169.239.218.3  
**Size:** 3.59 MB  
**Result:** Accepted

01 -166

 M.A

# Delivery Event Details

"FJ4"  
0162  
01-167


**Event:** success   
**User:** krikpro  
**Domain:** krikprok.co.za  
**From Address:** francois@krikprok.co.za  
**Sender:** francois@krikprok.co.za  
**Sent Time:** Nov 7, 2018, 3:36:15 PM  
**Sender Host:** 192.168.1.181  
**Sender IP:** 41.161.65.60  
**Authentication:** dovecot\_plain  
**Spam Score:**  
**Recipient:** noorbhfb@eskom.co.za  
**Delivery User:** -remote-  
**Delivery Domain:**  
**Delivered To:** noorbhfb@eskom.co.za  
**Router:** smarthost\_dkim  
**Transport:** remote\_smtp\_smart\_dkim  
**Out Time:** Nov 7, 2018, 3:36:15 PM  
**ID:** 1gK00H-00FRbe-Oe  
**Delivery Host:** out.tld-mx.com  
**Delivery IP:** 169.239.218.3  
**Size:** 3.59 MB  
**Result:** Accepted

01-167

 Mt

# Delivery Event Details

0163  
"FJ5" 01 -168

**Event:** success   
**User:** krikpro  
**Domain:** krikprok.co.za  
**From Address:** francois@krikprok.co.za  
**Sender:** francois@krikprok.co.za  
**Sent Time:** Nov 7, 2018, 3:36:15 PM  
**Sender Host:** 192.168.1.181  
**Sender IP:** 41.161.65.60  
**Authentication:** dovecot\_plain  
**Spam Score:**  
**Recipient:** kettleme@eskom.co.za  
**Delivery User:** -remote-  
**Delivery Domain:**  
**Delivered To:** kettleme@eskom.co.za  
**Router:** smarthost\_dkim  
**Transport:** remote\_smtp\_smart\_dkim  
**Out Time:** Nov 7, 2018, 3:36:15 PM  
**ID:** 1gK00H-00FRbe-Oe  
**Delivery Host:** out.tld-mx.com  
**Delivery IP:** 169.239.218.3  
**Size:** 3.59 MB  
**Result:** Accepted

01 -168



# Delivery Event Details

0164  
"FJ6 01 -169

**Event:** success 📧  
**User:** krikpro  
**Domain:** krikprok.co.za  
**From Address:** francois@krikprok.co.za  
**Sender:** francois@krikprok.co.za  
**Sent Time:** Nov 7, 2018, 3:36:15 PM  
**Sender Host:** 192.168.1.181  
**Sender IP:** 41.161.65.60  
**Authentication:** dovecot\_plain  
**Spam Score:**  
**Recipient:** tumanea@esko.co.za  
**Delivery User:** -remote-  
**Delivery Domain:**  
**Delivered To:** tumanea@esko.co.za  
**Router:** smarthost\_dkim  
**Transport:** remote\_smtp\_smart\_dkim  
**Out Time:** Nov 7, 2018, 3:36:15 PM  
**ID:** 1gK00H-00FRbe-Oe  
**Delivery Host:** out.tld-mx.com  
**Delivery IP:** 169.239.218.3  
**Size:** 3.59 MB  
**Result:** Accepted


01 -169

  
N.H.



# Delivery Event Details

0165  
"FJ7" 01-170


**Event:** success   
**User:** krikpro  
**Domain:** krikprok.co.za  
**From Address:** francois@krikprok.co.za  
**Sender:** francois@krikprok.co.za  
**Sent Time:** Nov 7, 2018, 3:36:15 PM  
**Sender Host:** 192.168.1.181  
**Sender IP:** 41.161.65.60  
**Authentication:** dovecot\_plain  
**Spam Score:**  
**Recipient:** barutime@eskom.co.za  
**Delivery User:** -remote-  
**Delivery Domain:**  
**Delivered To:** barutime@eskom.co.za  
**Router:** smarthost\_dkim  
**Transport:** remote\_smtp\_smart\_dkim  
**Out Time:** Nov 7, 2018, 3:36:15 PM  
**ID:** 1gK00H-00FRbe-Oe  
**Delivery Host:** out.tld-mx.com  
**Delivery IP:** 169.239.218.3  
**Size:** 3.59 MB  
**Result:** Accepted

01 -170

 M1

# Delivery Event Details

"FJ8" 0166//  
01-171

**Event:** success   
**User:** krikpro  
**Domain:** krikprok.co.za  
**From Address:** francois@krikprok.co.za  
**Sender:** francois@krikprok.co.za  
**Sent Time:** Nov 7, 2018, 3:36:15 PM  
**Sender Host:** 192.168.1.181  
**Sender IP:** 41.161.65.60  
**Authentication:** dovecot\_plain  
**Spam Score:**  
**Recipient:** brownli@eskom.co.za  
**Delivery User:** -remote-  
**Delivery Domain:**  
**Delivered To:** brownli@eskom.co.za  
**Router:** smarthost\_dkim  
**Transport:** remote\_smtp\_smart\_dkim  
**Out Time:** Nov 7, 2018, 3:36:15 PM  
**ID:** 1gK00H-00FRbe-Oe  
**Delivery Host:** out.tld-mx.com  
**Delivery IP:** 169.239.218.3  
**Size:** 3.59 MB  
**Result:** Accepted

01-171

 M.F

0167  
01-172  
FJ9

**Subject:** SAKELIGA NPC & 1 OTHER / ESKOM HOLDINGS SOC LTD & 6 OTHERS  
**From:** Francois Jordaan <francois@kriekprok.co.za>  
**Date:** 2018/11/07 03:37 PM  
**To:** musinamm@limpopo.co.za

Sir / Madam

We refer to the urgent application which our client issued under case number 46778/2018 during July 2018.

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We do however in the interim provide you with our client's complete urgent application in order to ensure that you receive early notice of the scope and contents of this application. Kindly see attached.

Kindly direct all correspondence in the matter to [peter@kriekprok.co.za](mailto:peter@kriekprok.co.za) and [francois@kriekprok.co.za](mailto:francois@kriekprok.co.za)

Yours faithfully

--

Francois Jordaan

Kriek Wassenaar & Venter Ing

Candidate Attorney

- (t) (+27) 12 803 4719 • (f) (+27) 86 596 8801
- (a) 1ste Vloer / 1st Floor, Norex Huis / House, Rauchlaan 79 Rauch Avenue, Georgeville, Pretoria, 0184
- (p) Postnet Suite # A7, Privaatsak / Private Bag X592, Silverton, 0127 • BTW Reg: 4020260685 • Reg: 2012/030418/21

Hierdie e-pos is onderhewig aan voorwaardes. Kliek hier vir meer besonderhede.

— Attachments: —

Notice of motion & founding affidavit - Urgent Application.pdf

2.6 MB

01-172  
M.H.

0168  
"FJ10" 01-173

**Subject:** Fwd: SAKELIGA NPC & 1 OTHER / ESKOM HOLDINGS SOC LTD & 6 OTHERS  
**From:** Francois Jordaan <francois@kriekprok.co.za>  
**Date:** 2018/11/07 03:57 PM  
**To:** info@musina.gov.za

Sir / Madam

We refer to the urgent application which our client issued under case number 46778/2018 during July 2018.

We have been instructed to issue a further urgent application, which matter will be set down for 20 November 2018 as per the notice of motion. The founding affidavits have been commissioned and the application is currently being issued. For that reason, we have yet to include a case number for this application. An issued and stamped copy of the new application will be forwarded to all parties as soon as it has been issued.

We do however in the interim provide you with our client's complete urgent application in order to ensure that you receive early notice of the scope and contents of this application. Kindly see attached.

Kindly direct all correspondence in the matter to [peter@kriekprok.co.za](mailto:peter@kriekprok.co.za) and [francois@kriekprok.co.za](mailto:francois@kriekprok.co.za)

Yours faithfully

--

Francois Jordaan

Kriek Wassenaar & Venter Ing

Candidate Attorney

- (t) (+27) 12 803 4719 • (f) (+27) 86 596 8801
- (a) 1ste Vloer / 1st Floor, Norex Huis / House, Rauchlaan 79 Rauch Avenue, Georgeville, Pretoria, 0184
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-- Attachments: -----

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2.6 MB


# Delivery Event Details

0169//  
"FJ11" 01-174

**Event:** success   
**User:** krikpro  
**Domain:** krikprok.co.za  
**From Address:** francois@krikprok.co.za  
**Sender:** francois@krikprok.co.za  
**Sent Time:** Nov 7, 2018, 3:38:15 PM  
**Sender Host:** 192.168.1.181  
**Sender IP:** 41.161.65.60  
**Authentication:** dovecot\_plain  
**Spam Score:**  
**Recipient:** musinamm@limpopo.co.za  
**Delivery User:** -remote-  
**Delivery Domain:**  
**Delivered To:** musinamm@limpopo.co.za  
**Router:** smarthost\_dkim  
**Transport:** remote\_smtp\_smart\_dkim  
**Out Time:** Nov 7, 2018, 3:38:15 PM  
**ID:** 1gKO1c-00FRxz-8O  
**Delivery Host:** out.tld-mx.com  
**Delivery IP:** 169.239.217.3  
**Size:** 3.59 MB  
**Result:** Accepted

01-174  
  
M.H

# Delivery Event Details

**Event:** success   
**User:** krikpro  
**Domain:** krikprok.co.za  
**From Address:** francois@krikprok.co.za  
**Sender:** francois@krikprok.co.za  
**Sent Time:** Nov 7, 2018, 3:57:15 PM  
**Sender Host:** 192.168.1.181  
**Sender IP:** 41.161.65.60  
**Authentication:** dovecot\_plain  
**Spam Score:**  
**Recipient:** info@musina.gov.za  
**Delivery User:** -remote-  
**Delivery Domain:**  
**Delivered To:** info@musina.gov.za  
**Router:** smarthost\_dkim  
**Transport:** remote\_smtp\_smart\_dkim  
**Out Time:** Nov 7, 2018, 3:57:15 PM  
**ID:** 1gKOKR-00FXuD-8W  
**Delivery Host:** out.tld-mx.com  
**Delivery IP:** 169.239.216.3  
**Size:** 3.59 MB  
**Result:** Accepted

0170  
"FJ12" 01-175

01-175  
  
M.H

0171  
FJ13 01-176

**Subject:** SAKELIGA NPC & 1 OTHER / ESKOM HOLDINGS SOC LTD & 6 OTHERS

**From:** Francois Jordaan <francois@kriekprok.co.za>

**Date:** 2018/11/07 03:31 PM

**To:** izanne.martins@nersa.org.za, juanita.vermaak@nersa.org.za, sandile.dlamin@nersa.org.za

Sir / Madam

We refer to the urgent application which our client issued under case number 46778/2018 during July 2018.

We have been instructed to issue a further urgent application, which matter will be set down for 20 November 2018 as per the notice of motion. The founding affidavits have been commissioned and the application is currently being issued. For that reason, we have yet to include a case number for this application. An issued and stamped copy of the new application will be forwarded to all parties as soon as it has been issued.

We do however in the interim provide you with our client's complete urgent application in order to ensure that you receive early notice of the scope and contents of this application. Kindly see attached.

Kindly direct all correspondence in the matter to [peter@kriekprok.co.za](mailto:peter@kriekprok.co.za) and [francois@kriekprok.co.za](mailto:francois@kriekprok.co.za)

Yours faithfully

--

Francois Jordaan

Kriek Wassenaar & Venter Ing

Candidate Attorney

- (t) (+27) 12 803 4719 • (f) (+27) 86 596 8801
- (a) 1ste Vloer / 1st Floor, Norex Huis / House, Rauchlaan 79 Rauch Avenue, Georgeville, Pretoria, 0184
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2.6 MB

01-176

*[Handwritten signature]*

# Delivery Event Details

"FJ14"  
0172  
01-177

**Event:** success   
**User:** krikpro  
**Domain:** krikprok.co.za  
**From Address:** francois@krikprok.co.za  
**Sender:** francois@krikprok.co.za  
**Sent Time:** Nov 7, 2018, 3:32:15 PM  
**Sender Host:** 192.168.1.181  
**Sender IP:** 41.161.65.60  
**Authentication:** dovecot\_plain  
**Spam Score:**  
**Recipient:** sandile.dlamin@nersa.org.za  
**Delivery User:** -remote-  
**Delivery Domain:**  
**Delivered To:** sandile.dlamin@nersa.org.za  
**Router:** smarthost\_dkim  
**Transport:** remote\_smtp\_smart\_dkim  
**Out Time:** Nov 7, 2018, 3:32:15 PM  
**ID:** 1gKNvn-00FQDJ-3U  
**Delivery Host:** out.tld-mx.com  
**Delivery IP:** 169.239.217.3  
**Size:** 3.59 MB  
**Result:** Accepted


01 -177

  
M1



# Delivery Event Details

"FJ15"  
0173  
01-178


**Event:** success   
**User:** krikpro  
**Domain:** krikprok.co.za  
**From Address:** francois@krikprok.co.za  
**Sender:** francois@krikprok.co.za  
**Sent Time:** Nov 7, 2018, 3:32:15 PM  
**Sender Host:** 192.168.1.181  
**Sender IP:** 41.161.65.60  
**Authentication:** dovecot\_plain  
**Spam Score:**  
**Recipient:** juanita.vermaak@nersa.org.za  
**Delivery User:** -remote-  
**Delivery Domain:**  
**Delivered To:** juanita.vermaak@nersa.org.za  
**Router:** smarthost\_dkim  
**Transport:** remote\_smtp\_smart\_dkim  
**Out Time:** Nov 7, 2018, 3:32:15 PM  
**ID:** 1gKNvn-00FQDJ-3U  
**Delivery Host:** out.tld-mx.com  
**Delivery IP:** 169.239.217.3  
**Size:** 3.59 MB  
**Result:** Accepted

01-178

  
M1

# Delivery Event Details

"FJ16"  
0174  
01-179

**Event:** success   
**User:** krikpro  
**Domain:** krikprok.co.za  
**From Address:** francois@krikprok.co.za  
**Sender:** francois@krikprok.co.za  
**Sent Time:** Nov 7, 2018, 3:32:15 PM  
**Sender Host:** 192.168.1.181  
**Sender IP:** 41.161.65.60  
**Authentication:** dovecot\_plain  
**Spam Score:**  
**Recipient:** izanne.martins@nersa.org.za  
**Delivery User:** -remote-  
**Delivery Domain:**  
**Delivered To:** izanne.martins@nersa.org.za  
**Router:** smarthost\_dkim  
**Transport:** remote\_smtp\_smart\_dkim  
**Out Time:** Nov 7, 2018, 3:32:15 PM  
**ID:** 1gKNvn-00FQDJ-3U  
**Delivery Host:** out.tld-mx.com  
**Delivery IP:** 169.239.217.3  
**Size:** 3.59 MB  
**Result:** Accepted

01 -179

  
Mit

**Subject:** SAKELIGA NPC & 1 OTHER / ESKOM HOLDINGS SOC LTD & 6 OTHERS  
**From:** Francois Jordaan <francois@kriekprok.co.za>  
**Date:** 2018/11/07 03:33 PM  
**To:** ebsnyman@justice.gov.za

Sir / Madam

We refer to the urgent application which our client issued under case number 46778/2018 during July 2018.

We have been instructed to issue a further urgent application, which matter will be set down for 20 November 2018 as per the notice of motion. The founding affidavits have been commissioned and the application is currently being issued. For that reason, we have yet to include a case number for this application. An issued and stamped copy of the new application will be forwarded to all parties as soon as it has been issued.

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Kindly direct all correspondence in the matter to [peter@kriekprok.co.za](mailto:peter@kriekprok.co.za) and [francois@kriekprok.co.za](mailto:francois@kriekprok.co.za)

Yours faithfully

--

Francois Jordaan

Kriek Wassenaar & Venter Ing

Candidate Attorney

- (t) (+27) 12 803 4719 • (f) (+27) 86 596 8801
- (a) 1ste Vloer / 1st Floor, Norex Huis / House, Rauchlaan 79 Rauch Avenue, Georgeville, Pretoria, 0184
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Attachments: \_\_\_\_\_

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2.6 MB

" 0176  
FJ18 01-181 "

**Subject:** SAKELIGA NPC & 1 OTHER / ESKOM HOLDINGS SOC LTD & 6 OTHERS  
**From:** Francois Jordaan <francois@kriekprok.co.za>  
**Date:** 2018/11/07 03:40 PM  
**To:** tnhlanzi@justice.gov.za

Sir / Madam

We refer to the urgent application which our client issued under case number 46778/2018 during July 2018.

We have been instructed to issue a further urgent application, which matter will be set down for 20 November 2018 as per the notice of motion. The founding affidavits have been commissioned and the application is currently being issued. For that reason, we have yet to include a case number for this application. An issued and stamped copy of the new application will be forwarded to all parties as soon as it has been issued.

We do however in the interim provide you with our client's complete urgent application in order to ensure that you receive early notice of the scope and contents of this application. Kindly see attached.

Kindly direct all correspondence in the matter to [peter@kriekprok.co.za](mailto:peter@kriekprok.co.za) and [francois@kriekprok.co.za](mailto:francois@kriekprok.co.za)

Yours faithfully

--

Francois Jordaan

Kriek Wassenaar & Venter Ing

Candidate Attorney

- (t) (+27) 12 803 4719 • (f) (+27) 86 596 8801
- (a) 1ste Vloer / 1st Floor, Norex Huis / House, Rauchlaan 79 Rauch Avenue, Georgeville, Pretoria, 0184
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2.6 MB

01-181  
M.f

# Delivery Event Details

0177  
"FJ19" 01 -182

Event: success   
User: krikpro  
Domain: krikprok.co.za  
From Address: francois@krikprok.co.za  
Sender: francois@krikprok.co.za  
Sent Time: Nov 7, 2018, 3:41:15 PM  
Sender Host: 192.168.1.181  
Sender IP: 41.161.65.60  
Authentication: dovecot\_plain  
Spam Score:  
Recipient: tnhlanzi@justice.gov.za  
Delivery User: -remote-  
Delivery Domain:  
Delivered To: tnhlanzi@justice.gov.za  
Router: smarthost\_dkim  
Transport: remote\_smtp\_smart\_dkim  
Out Time: Nov 7, 2018, 3:41:15 PM  
ID: 1gKO4S-00FStX-SF  
Delivery Host: out.tld-mx.com  
Delivery IP: 169.239.217.3  
Size: 3.59 MB  
Result: Accepted

01 -182  
 H.H.

# Delivery Event Details

0178  
"FJ20"  
01-183

**Event:** success   
**User:** krikpro  
**Domain:** krikprok.co.za  
**From Address:** francois@krikprok.co.za  
**Sender:** francois@krikprok.co.za  
**Sent Time:** Nov 7, 2018, 3:33:15 PM  
**Sender Host:** 192.168.1.181  
**Sender IP:** 41.161.65.60  
**Authentication:** dovecot\_plain  
**Spam Score:**  
**Recipient:** ebsnyman@justice.gov.za  
**Delivery User:** -remote-  
**Delivery Domain:**  
**Delivered To:** ebsnyman@justice.gov.za  
**Router:** smarthost\_dkim  
**Transport:** remote\_smtp\_smart\_dkim  
**Out Time:** Nov 7, 2018, 3:33:15 PM  
**ID:** 1gKNxV-00FQi2-Si  
**Delivery Host:** out.tld-mx.com  
**Delivery IP:** 169.239.217.3  
**Size:** 3.59 MB  
**Result:** Accepted

01-183

  
M.6

0179  
"FJ2" 01-184

**Subject:** Re: SAKELIGA NPC & 1 OTHER / ESKOM HOLDINGS SOC LTD & 6 OTHERS

**From:** Francois Jordaan <francois@kriekprok.co.za>

**Date:** 2018/11/08 12:20 PM

**To:** lpexecactionteam@eskom.co.za, publicnwr@eskom.co.za, noorbhFB@eskom.co.za, kettleme@eskom.co.za, tumaneA@esko.co.za, BarutiME@eskom.co.za, brownli@eskom.co.za

Sir / Madam

We refer to the undermentioned e-mail and confirm that the application was issued in the High Court, Pretoria under case number 81282/18.

A copy of the issued application is attached hereto for your attention.

Yours faithfully

Francois Jordaan

Kriek Wassenaar & Venter Ing

Candidate Attorney

- (t) (+27) 12 803 4719 • (f) (+27) 86 596 8801
- (a) 1ste Vloer / 1st Floor, Norex Huis / House, Rauchlaan 79 Rauch Avenue, Georgeville, Pretoria, 0184
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Hierdie e-pos is onderhewig aan voorwaardes. Klik hier vir meer besonderhede.

On 2018/11/07 03:35 PM, Francois Jordaan wrote:

Sir / Madam

We refer to the urgent application which our client issued under case number 46778/2018 during July 2018.

We have been instructed to issue a further urgent application, which matter will be set down for 20 November 2018 as per the notice of motion. The founding affidavits have been commissioned and the application is currently being issued. For that reason, we have yet to include a case number for this application. An issued and stamped copy of the new application will be forwarded to all parties as soon as it has been issued.

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Kindly direct all correspondence in the matter to [peter@kriekprok.co.za](mailto:peter@kriekprok.co.za) and [francois@kriekprok.co.za](mailto:francois@kriekprok.co.za)

Yours faithfully

--

Francois Jordaan

Kriek Wassenaar & Venter Ing

Candidate Attorney

- (t) (+27) 12 803 4719 • (f) (+27) 86 596 8801
- (a) 1ste Vloer / 1st Floor, Norex Huis / House, Rauchlaan 79 Rauch Avenue, Georgeville, Pretoria, 0184
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# Delivery Event Details

01877  
FJ22 01-186


**Event:** success   
**User:** kriegpro  
**Domain:** kriegprok.co.za  
**From Address:** francois@kriegprok.co.za  
**Sender:** francois@kriegprok.co.za  
**Sent Time:** Nov 8, 2018, 12:21:12 PM  
**Sender Host:** 192.168.1.181  
**Sender IP:** 41.161.65.60  
**Authentication:** dovecot\_plain  
**Spam Score:**  
**Recipient:** lpexecactionteam@eskom.co.za  
**Delivery User:** -remote-  
**Delivery Domain:**  
**Delivered To:** lpexecactionteam@eskom.co.za  
**Router:** smarthost\_dkim  
**Transport:** remote\_smtp\_smart\_dkim  
**Out Time:** Nov 8, 2018, 12:22:12 PM  
**ID:** 1gKhQ6-003UYO-R9  
**Delivery Host:** out.tld-mx.com  
**Delivery IP:** 169.239.216.3  
**Size:** 3.61 MB  
**Result:** Accepted

01-186

  
M.H

# Delivery Event Details


"FJ23<sup>0182</sup>  
01-187

Event: success   
User: krikpro  
Domain: krikprok.co.za  
From Address: francois@krikprok.co.za  
Sender: francois@krikprok.co.za  
Sent Time: Nov 8, 2018, 12:21:12 PM  
Sender Host: 192.168.1.181  
Sender IP: 41.161.65.60  
Authentication: dovecot\_plain  
Spam Score:  
Recipient: publicnwr@eskom.co.za  
Delivery User: -remote-  
Delivery Domain:  
Delivered To: publicnwr@eskom.co.za  
Router: smarthost\_dkim  
Transport: remote\_smtp\_smart\_dkim  
Out Time: Nov 8, 2018, 12:22:12 PM  
ID: 1gKhQ6-003UYO-R9  
Delivery Host: out.tld-mx.com  
Delivery IP: 169.239.216.3  
Size: 3.61 MB  
Result: Accepted

01-187  
  
N.H

# Delivery Event Details

0183  
FJ24 01-188


**Event:** success   
**User:** krikpro  
**Domain:** krikprok.co.za  
**From Address:** francois@krikprok.co.za  
**Sender:** francois@krikprok.co.za  
**Sent Time:** Nov 8, 2018, 12:21:12 PM  
**Sender Host:** 192.168.1.181  
**Sender IP:** 41.161.65.60  
**Authentication:** dovecot\_plain  
**Spam Score:**  
**Recipient:** noorbhfb@eskom.co.za  
**Delivery User:** -remote-  
**Delivery Domain:**  
**Delivered To:** noorbhfb@eskom.co.za  
**Router:** smarthost\_dkim  
**Transport:** remote\_smtp\_smart\_dkim  
**Out Time:** Nov 8, 2018, 12:22:12 PM  
**ID:** lgKhQ6-003UYO-R9  
**Delivery Host:** out.tld-mx.com  
**Delivery IP:** 169.239.216.3  
**Size:** 3.61 MB  
**Result:** Accepted

01-188

  
M.H.

# Delivery Event Details

0184  
"FJ 25" 01-189


**Event:** success   
**User:** krikpro  
**Domain:** krikprok.co.za  
**From Address:** francois@krikprok.co.za  
**Sender:** francois@krikprok.co.za  
**Sent Time:** Nov 8, 2018, 12:21:12 PM  
**Sender Host:** 192.168.1.181  
**Sender IP:** 41.161.65.60  
**Authentication:** dovecot\_plain  
**Spam Score:**  
**Recipient:** kettleme@eskom.co.za  
**Delivery User:** -remote-  
**Delivery Domain:**  
**Delivered To:** kettleme@eskom.co.za  
**Router:** smarthost\_dkim  
**Transport:** remote\_smtp\_smart\_dkim  
**Out Time:** Nov 8, 2018, 12:22:12 PM  
**ID:** 1gKhQ6-003UYO-R9  
**Delivery Host:** out.tld-mx.com  
**Delivery IP:** 169.239.216.3  
**Size:** 3.61 MB  
**Result:** Accepted

01 -189

 4.1

# Delivery Event Details


" FJ26<sup>0185 /</sup>  
01-190

**Event:** success   
**User:** krikpro  
**Domain:** krikprok.co.za  
**From Address:** francois@krikprok.co.za  
**Sender:** francois@krikprok.co.za  
**Sent Time:** Nov 8, 2018, 12:21:12 PM  
**Sender Host:** 192.168.1.181  
**Sender IP:** 41.161.65.60  
**Authentication:** dovecot\_plain  
**Spam Score:**  
**Recipient:** tumanea@esko.co.za  
**Delivery User:** -remote-  
**Delivery Domain:**  
**Delivered To:** tumanea@esko.co.za  
**Router:** smarthost\_dkim  
**Transport:** remote\_smtp\_smart\_dkim  
**Out Time:** Nov 8, 2018, 12:22:12 PM  
**ID:** 1gKhQ6-003UYO-R9  
**Delivery Host:** out.tld-mx.com  
**Delivery IP:** 169.239.216.3  
**Size:** 3.61 MB  
**Result:** Accepted

01 -1.90


  
N.

## Delivery Event Details

**Event:** success   
**User:** krikpro  
**Domain:** krikprok.co.za  
**From Address:** francois@krikprok.co.za  
**Sender:** francois@krikprok.co.za  
**Sent Time:** Nov 8, 2018, 12:21:12 PM  
**Sender Host:** 192.168.1.181  
**Sender IP:** 41.161.65.60  
**Authentication:** dovecot\_plain  
**Spam Score:**  
**Recipient:** barutime@eskom.co.za  
**Delivery User:** -remote-  
**Delivery Domain:**  
**Delivered To:** barutime@eskom.co.za  
**Router:** smarthost\_dkim  
**Transport:** remote\_smtp\_smart\_dkim  
**Out Time:** Nov 8, 2018, 12:22:12 PM  
**ID:** 1gKhQ6-003UYO-R9  
**Delivery Host:** out.tld-mx.com  
**Delivery IP:** 169.239.216.3  
**Size:** 3.61 MB  
**Result:** Accepted

# Delivery Event Details

0187  
FJ28  
01-192

**Event:** success   
**User:** krikpro  
**Domain:** krikprok.co.za  
**From Address:** francois@krikprok.co.za  
**Sender:** francois@krikprok.co.za  
**Sent Time:** Nov 8, 2018, 12:21:12 PM  
**Sender Host:** 192.168.1.181  
**Sender IP:** 41.161.65.60  
**Authentication:** dovecot\_plain  
**Spam Score:**  
**Recipient:** brownli@eskom.co.za  
**Delivery User:** -remote-  
**Delivery Domain:**  
**Delivered To:** brownli@eskom.co.za  
**Router:** smarthost\_dkim  
**Transport:** remote\_smtp\_smart\_dkim  
**Out Time:** Nov 8, 2018, 12:22:12 PM  
**ID:** 1gKhQ6-003UYO-R9  
**Delivery Host:** out.tld-mx.com  
**Delivery IP:** 169.239.216.3  
**Size:** 3.61 MB  
**Result:** Accepted

01 -192

  
N.

" 0188  
FJ21 01-193 "

**Subject:** Re: SAKELIGA NPC & 1 OTHER / ESKOM HOLDINGS SOC LTD & 6 OTHERS  
**From:** Francois Jordaan <francois@kriekprok.co.za>  
**Date:** 2018/11/08 12:19 PM  
**To:** musinamm@limpopo.co.za

Sir / Madam

We refer to the undermentioned e-mail and confirm that the application was issued in the High Court, Pretoria under case number 81282/18.

A copy of the issued application is attached hereto for your attention.

Yours faithfully dfasdf

Francois Jordaan

Kriek Wassenaar & Venter Ing

Candidate Attorney

- (t) (+27) 12 803 4719 • (f) (+27) 86 596 8801
- (a) 1ste Vloer / 1st Floor, Norex Huis / House, Rauchlaan 79 Rauch Avenue, Georgeville, Pretoria, 0184
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Hierdie e-pos is onderhewig aan voorwaardes. Klik hier vir meer besonderhede.

On 2018/11/07 03:37 PM, Francois Jordaan wrote:

Sir / Madam

We refer to the urgent application which our client issued under case number 46778/2018 during July 2018.

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Kindly direct all correspondence in the matter to [peter@kriekprok.co.za](mailto:peter@kriekprok.co.za) and [francois@kriekprok.co.za](mailto:francois@kriekprok.co.za)

Yours faithfully

--

Francois Jordaan

Kriek Wassenaar & Venter Ing

Candidate Attorney

- (t) (+27) 12 803 4719 • (f) (+27) 86 596 8801
- (a) 1ste Vloer / 1st Floor, Norex Huis / House, Rauchlaan 79 Rauch Avenue, Georgeville, Pretoria, 0184
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01-193



-- Attachments:-----

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2.7 MB

"FJ30" 0490  
01-195

**Subject:** Re: Fwd: SAKELIGA NPC & 1 OTHER / ESKOM HOLDINGS SOC LTD & 6 OTHERS  
**From:** Francois Jordaan <francois@kriekprok.co.za>  
**Date:** 2018/11/08 12:20 PM  
**To:** info@musina.gov.za

Sir / Madam

We refer to the undermentioned e-mail and confirm that the application was issued in the High Court, Pretoria under case number 81282/18.

A copy of the issued application is attached hereto for your attention.

Yours faithfully

Francois Jordaan

Kriek Wassenaar & Venter Ing

Candidate Attorney

- (t) (+27) 12 803 4719 • (f) (+27) 86 596 8801
- (a) 1ste Vloer / 1st Floor, Norex Huis / House, Rauchlaan 79 Rauch Avenue, Georgeville, Pretoria, 0184
- (p) Postnet Suite # A7, Privaatsak / Private Bag X592, Silverton, 0127 • BTW Reg: 4020260685 • Reg: 2012/030418/21

Hierdie e-pos is onderhewig aan voorwaardes. Kliek hier vir meer besonderhede.

On 2018/11/07 03:57 PM, Francois Jordaan wrote:

Sir / Madam

We refer to the urgent application which our client issued under case number 46778/2018 during July 2018.

We have been instructed to issue a further urgent application, which matter will be set down for 20 November 2018 as per the notice of motion. The founding affidavits have been commissioned and the application is currently being issued. For that reason, we have yet to include a case number for this application. An issued and stamped copy of the new application will be forwarded to all parties as soon as it has been issued.

We do however in the interim provide you with our client's complete urgent application in order to ensure that you receive early notice of the scope and contents of this application. Kindly see attached.

Kindly direct all correspondence in the matter to [peter@kriekprok.co.za](mailto:peter@kriekprok.co.za) and [francois@kriekprok.co.za](mailto:francois@kriekprok.co.za)

Yours faithfully

--

Francois Jordaan

Kriek Wassenaar & Venter Ing

Candidate Attorney

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01-195

**0191**  
**01 -196**

Attachments:


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2.7 MB

# Delivery Event Details

"FJ31"  
01-197

**Event:** success   
**User:** krikpro  
**Domain:** krikprok.co.za  
**From Address:** francois@krikprok.co.za  
**Sender:** francois@krikprok.co.za  
**Sent Time:** Nov 8, 2018, 12:20:12 PM  
**Sender Host:** 192.168.1.181  
**Sender IP:** 41.161.65.60  
**Authentication:** dovecot\_plain  
**Spam Score:**  
**Recipient:** musinamm@limpopo.co.za  
**Delivery User:** -remote-  
**Delivery Domain:**  
**Delivered To:** musinamm@limpopo.co.za  
**Router:** smarthost\_dkim  
**Transport:** remote\_smtp\_smart\_dkim  
**Out Time:** Nov 8, 2018, 12:20:12 PM  
**ID:** 1gKhPm-003UEg-4l  
**Delivery Host:** out.tld-mx.com  
**Delivery IP:** 169.239.218.3  
**Size:** 3.61 MB  
**Result:** Accepted

01-197

  
N.H.

# Delivery Event Details

0193  
"FJ32" 01-198

**Event:** success 🌐  
**User:** krikpro  
**Domain:** krikprok.co.za  
**From Address:** francois@krikprok.co.za  
**Sender:** francois@krikprok.co.za  
**Sent Time:** Nov 8, 2018, 12:21:12 PM  
**Sender Host:** 192.168.1.181  
**Sender IP:** 41.161.65.60  
**Authentication:** dovecot\_plain  
**Spam Score:**  
**Recipient:** info@musina.gov.za  
**Delivery User:** -remote-  
**Delivery Domain:**  
**Delivered To:** info@musina.gov.za  
**Router:** smarthost\_dkim  
**Transport:** remote\_smtp\_smart\_dkim  
**Out Time:** Nov 8, 2018, 12:21:12 PM  
**ID:** 1gKhPw-003UVP-NT  
**Delivery Host:** out.tld-mx.com  
**Delivery IP:** 169.239.217.3  
**Size:** 3.61 MB  
**Result:** Accepted

01-198

*[Handwritten signature]*  
N.H.

"FJ 35" 0194 01-199

**Subject:** Re: SAKELIGA NPC & 1 OTHER / ESKOM HOLDINGS SOC LTD & 6 OTHERS

**From:** Francois Jordaan <francois@kriekprok.co.za>

**Date:** 2018/11/08 12:16 PM

**To:** izanne.martins@nersa.org.za, juanita.vermaak@nersa.org.za, sandile.dlamin@nersa.org.za

Sir / Madam

We refer to the undermentioned e-mail and confirm that the application was issued in the High Court, Pretoria under case number 81282/18.

A copy of the issued application is attached hereto for your attention.

Yours faithfully

Francois Jordaan

Kriek Wassenaar & Venter Ing

Candidate Attorney

- (t) (+27) 12 803 4719 • (f) (+27) 86 596 8801
- (a) 1ste Vloer / 1st Floor, Norex Huis / House, Rauchlaan 79 Rauch Avenue, Georgeville, Pretoria, 0184
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Hierdie e-pos is onderhewig aan voorwaardes. Klik hier vir meer besonderhede.

On 2018/11/07 03:31 PM, Francois Jordaan wrote:

Sir / Madam

We refer to the urgent application which our client issued under case number 46778/2018 during July 2018.

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Kindly direct all correspondence in the matter to [peter@kriekprok.co.za](mailto:peter@kriekprok.co.za) and [francois@kriekprok.co.za](mailto:francois@kriekprok.co.za)

Yours faithfully

--

Francois Jordaan

Kriek Wassenaar & Venter Ing

Candidate Attorney

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01-199

Attachments:


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2.7 MB

# Delivery Event Details

11 0196 01-201  
FJ34


**Event:** success   
**User:** krikpro  
**Domain:** krikprok.co.za  
**From Address:** francois@krikprok.co.za  
**Sender:** francois@krikprok.co.za  
**Sent Time:** Nov 8, 2018, 12:18:12 PM  
**Sender Host:** 192.168.1.181  
**Sender IP:** 41.161.65.60  
**Authentication:** dovecot\_plain  
**Spam Score:**  
**Recipient:** sandile.dlamin@nersa.org.za  
**Delivery User:** -remote-  
**Delivery Domain:**  
**Delivered To:** sandile.dlamin@nersa.org.za  
**Router:** smarthost\_dkim  
**Transport:** remote\_smtp\_smart\_dkim  
**Out Time:** Nov 8, 2018, 12:18:12 PM  
**ID:** 1gKhNa-003TUg-Fm  
**Delivery Host:** out.tld-mx.com  
**Delivery IP:** 169.239.217.3  
**Size:** 3.61 MB  
**Result:** Accepted

01-201  
M.H



# Delivery Event Details


0197  
FJ 35  
01-202

**Event:** success   
**User:** krikpro  
**Domain:** krikprok.co.za  
**From Address:** francois@krikprok.co.za  
**Sender:** francois@krikprok.co.za  
**Sent Time:** Nov 8, 2018, 12:18:12 PM  
**Sender Host:** 192.168.1.181  
**Sender IP:** 41.161.65.60  
**Authentication:** dovecot\_plain  
**Spam Score:**  
**Recipient:** juanita.vermaak@nersa.org.za  
**Delivery User:** -remote-  
**Delivery Domain:**  
**Delivered To:** juanita.vermaak@nersa.org.za  
**Router:** smarthost\_dkim  
**Transport:** remote\_smtp\_smart\_dkim  
**Out Time:** Nov 8, 2018, 12:18:12 PM  
**ID:** 1gKhNa-003TUg-Fm  
**Delivery Host:** out.tld-mx.com  
**Delivery IP:** 169.239.217.3  
**Size:** 3.61 MB  
**Result:** Accepted

01-202

  
14:19

# Delivery Event Details

Event: success   
User: krikpro  
Domain: krikprok.co.za  
From Address: francois@krikprok.co.za  
Sender: francois@krikprok.co.za  
Sent Time: Nov 8, 2018, 12:18:12 PM  
Sender Host: 192.168.1.181  
Sender IP: 41.161.65.60  
Authentication: dovecot\_plain  
Spam Score:  
Recipient: izanne.martins@nersa.org.za  
Delivery User: -remote-  
Delivery Domain:  
Delivered To: izanne.martins@nersa.org.za  
Router: smarthost\_dkim  
Transport: remote\_smtp\_smart\_dkim  
Out Time: Nov 8, 2018, 12:18:12 PM  
ID: 1gKhNa-003TUg-Fm  
Delivery Host: out.tld-mx.com  
Delivery IP: 169.239.217.3  
Size: 3.61 MB  
Result: Accepted

0198  
" FJ36 01-203 "

01-203  
M.H

" 0199 " " FJ 37 01-204 "

**Subject:** Re: SAKELIGA NPC & 1 OTHER / ESKOM HOLDINGS SOC LTD & 6 OTHERS  
**From:** Francois Jordaan <francois@kriekprok.co.za>  
**Date:** 2018/11/08 12:20 PM  
**To:** ebsnyman@justice.gov.za

Sir / Madam

We refer to the undermentioned e-mail and confirm that the application was issued in the High Court, Pretoria under case number 81282/18.

A copy of the issued application is attached hereto for your attention.

Yours faithfully

Francois Jordaan

Kriek Wassenaar & Venter Ing

Candidate Attorney

- (t) (+27) 12 803 4719 • (f) (+27) 86 596 8801
- (a) 1ste Vloer / 1st Floor, Norex Huis / House, Rauchlaan 79 Rauch Avenue, Georgeville, Pretoria, 0184
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Hierdie e-pos is onderhewig aan voorwaardes. Klik hier vir meer besonderhede.

On 2018/11/07 03:33 PM, Francois Jordaan wrote:

Sir / Madam

We refer to the urgent application which our client issued under case number 46778/2018 during July 2018.

We have been instructed to issue a further urgent application, which matter will be set down for 20 November 2018 as per the notice of motion. The founding affidavits have been commissioned and the application is currently being issued. For that reason, we have yet to include a case number for this application. An issued and stamped copy of the new application will be forwarded to all parties as soon as it has been issued.

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Yours faithfully

--

Francois Jordaan

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Candidate Attorney

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Hierdie e-pos is onderhewig aan voorwaardes. Klik hier vir meer besonderhede.

01-204

gjh

2018/11/08 12:23 P

**0200**  
**01 -205**

Attachments:

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2.7 MB

0201  
"FJ38" 01-206

**Subject:** Re: SAKELIGA NPC & 1 OTHER / ESKOM HOLDINGS SOC LTD & 6 OTHERS  
**From:** Francois Jordaan <francois@kriekprok.co.za>  
**Date:** 2018/11/08 12:18 PM  
**To:** tnhlanzi@justice.gov.za

Sir / Madam

We refer to the undermentioned e-mail and confirm that the application was issued in the High Court, Pretoria under case number 81282/18.

A copy of the issued application is attached hereto for your attention.

Yours faithfully

Francois Jordaan

Kriek Wassenaar & Venter Ing

Candidate Attorney

- (t) (+27) 12 803 4719 • (f) (+27) 86 596 8801
- (a) 1ste Vloer / 1st Floor, Norex Huis / House, Rauchlaan 79 Rauch Avenue, Georgeville, Pretoria, 0184
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Hierdie e-pos is onderhewig aan voorwaardes. Kliek hier vir meer besonderhede.

On 2018/11/07 03:40 PM, Francois Jordaan wrote:

Sir / Madam

We refer to the urgent application which our client issued under case number 46778/2018 during July 2018.

We have been instructed to issue a further urgent application, which matter will be set down for 20 November 2018 as per the notice of motion. The founding affidavits have been commissioned and the application is currently being issued. For that reason, we have yet to include a case number for this application. An issued and stamped copy of the new application will be forwarded to all parties as soon as it has been issued.

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Yours faithfully

--

Francois Jordaan

Kriek Wassenaar & Venter Ing

Candidate Attorney

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Hierdie e-pos is onderhewig aan voorwaardes. Kliek hier vir meer besonderhede.

01-206  
MJ

— Attachments: —


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2.7 MB

01-207  
MH

# Delivery Event Details

“FJ39”  
0203  
01-208

**Event:** success   
**User:** krikpro  
**Domain:** krikprok.co.za  
**From Address:** francois@krikprok.co.za  
**Sender:** francois@krikprok.co.za  
**Sent Time:** Nov 8, 2018, 12:21:12 PM  
**Sender Host:** 192.168.1.181  
**Sender IP:** 41.161.65.60  
**Authentication:** dovecot\_plain  
**Spam Score:**  
**Recipient:** ebsnyman@justice.gov.za  
**Delivery User:** -remote-  
**Delivery Domain:**  
**Delivered To:** ebsnyman@justice.gov.za  
**Router:** smarthost\_dkim  
**Transport:** remote\_smtp\_smart\_dkim  
**Out Time:** Nov 8, 2018, 12:22:12 PM  
**ID:** 1gKhQG-003Uam-48  
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**Delivery IP:** 169.239.217.3  
**Size:** 3.61 MB  
**Result:** Accepted

01-208  


# Delivery Event Details

0204  
FJ40  
01-209

**Event:** success 🌐  
**User:** krikpro  
**Domain:** krikprok.co.za  
**From Address:** francois@krikprok.co.za  
**Sender:** francois@krikprok.co.za  
**Sent Time:** Nov 8, 2018, 12:19:12 PM  
**Sender Host:** 192.168.1.181  
**Sender IP:** 41.161.65.60  
**Authentication:** dovecot\_plain  
**Spam Score:**  
**Recipient:** tnhlanzi@justice.gov.za  
**Delivery User:** -remote-  
**Delivery Domain:**  
**Delivered To:** tnhlanzi@justice.gov.za  
**Router:** smarthost\_dkim  
**Transport:** remote\_smtp\_smart\_dkim  
**Out Time:** Nov 8, 2018, 12:19:12 PM  
**ID:** 1gKhOy-003Tzx-6q  
**Delivery Host:** out.tld-mx.com  
**Delivery IP:** 169.239.217.3  
**Size:** 3.61 MB  
**Result:** Accepted

01-209  
M.H