IN THE HIGH COURT OF SOUTH AFRICA

NORTHWEST DIVISION, MAHIKENG

CASE NUMBER: UM169/19

In the matter between:

SAKELIGA NPC	First Applicant
JACOBUS JOHANNES ROOTMAN	Second Applicant
JACOBUS PHILIPPUS SNYMAN	Third Applicant

and

KGETLENGRIVIER LOCAL MUNICIPALITY	First Respondent
THE MUNICIPAL MANAGER, KGETLENGRIVIER LOCAL MUNICIPALITY	Second Respondent
IDEAL PREPAID (PTY) LTD	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, NORTHWEST PROVINCE	Sixth Respondent
THE MEMBER OF THE EXECUTIVE COMMITTEE FOR FINANCE IN THE NORTH WEST PROVINCE	Seventh Respondent

---

FILING NOTICE

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- **REPLYING AFFIDAVIT**

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IN THE HIGH COURT OF SOUTH AFRICA
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In the matter between:

SAKELIGA NPC	First Applicant
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THE MUNICIPAL MANAGER, KGETLENGRIVIER LOCAL MUNICIPALITY	Second Respondent
IDEAL PREPAID (PTY) LTD	Third Respondent
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THE MINISTER OF FINANCE	Fifth Respondent
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THE MEMBER OF THE EXECUTIVE COMMITTEE FOR FINANCE, NORTH WEST PROVINCE	Seventh Respondent

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REPLYING AFFIDAVIT

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I, the undersigned,

PIETER JACOBUS LE ROUX

do hereby make oath and say that:

1. I am the deponent to the founding affidavit and supplementary founding affidavit in this application with full and further particulars set out therein.

2. The facts contained in this affidavit fall within my personal knowledge, save where otherwise indicated or where the contrary is evident from the context hereof, and are true and correct.

3. Unless the context provides otherwise, terms or phrases defined in the founding affidavit and/or the supplementary founding affidavit bear the same meaning in this affidavit.

A. PURPOSE OF THIS AFFIDAVIT

4. At the outset:

   4.1. I note that no answering affidavit has been filed on behalf of the first and second respondents specifically in respect of the relief sought in Part B, apart from their explanatory affidavit filed in respect of Part A of this application. The time for the delivery of

such an affidavit has long since passed;

4.2. There is thus no opposition to the relief sought in Part B of the amended notice of motion filed in terms of rule 53(4) of the uniform rules of court on behalf of the first and second respondents.

5. The third respondent's supplementary answering affidavit deposed to on 17 March 2023 again purports to oppose the relief sought in Part A of this application, which relief was by and large granted by agreement between the applicants and the third respondent and thereafter made an order of court on 31 October 2019 by Her Ladyship Madam Justice Leeuw JP.

6. Part B of the application is only opposed by the third respondent, who seeks an order dismissing the main application with costs.

7. In this affidavit, I reply to the allegations made in the third respondent's answering and supplementary answering affidavits.

8. Before replying to the allegations made in the third respondent's supplementary answering affidavit, the applicants take issue with a flawed notice and supplementary answering affidavit filed by the third respondent.

B. THIRD RESPONDENT'S FLAWED NOTICE AND SUPPLEMENTARY ANSWERING AFFIDAVIT

9. On 12 December 2022, the applicants filed their supplementary founding affidavit and amended notice of motion in accordance with rule 53(4) of the uniform rules of court.

10. On 20 January 2023, the third respondent filed a notice titled "*Third Respondent's Notice of Application for Leave to Oppose the Purported Amendment by the Applicant to its Notice of Motion in terms of Rule 6(4)(b)*" (the "***rule 6(4)(b) notice***").

11. The rule 6(4)(b) notice purports to:

    11.1. Be a notice in terms of rule 6(4)(b) of the uniform rules of court which, the applicants are advised applies to *ex parte* applications (which this application is not);

    11.2. Alleges that the applicants commenced a new application, (which they did not);

    11.3. Seeks that the applicants' amended notice of motion filed in terms of rule 53(4) be declared an irregular step (in spite of the fact that no notice to remove cause of complaint as

contemplated in rule 30(2) preceded the rule 6(4)(b) notice);

11.4. Inform that the affidavit of Meir Gonen will be used in support thereof (no such affidavit was attached).

12. To date, the third respondent has never filed a notice in terms of rule 30(2) of the uniform rules of court. The time period to do so has now expired and the third respondent has, in any event, taken a further step in the proceedings with knowledge of the alleged irregularity (any such irregularity is denied).

13. As no affidavit supported the third respondent's rule 6(4)(b) notice, on 31 January 2023, the applicants' attorneys addressed a letter to the third respondent's attorneys querying where the affidavit referred to in the rule 6(4)(b) notice was to be found. A copy of this letter is attached hereto marked "**RA1**".

14. On 9 February 2023, the third respondent's attorneys replied stating that the affidavit of Meir Gonen will be filed and will form part of the third respondent's supplementary answering affidavit.

15. On 17 March 2023, the third respondent filed its supplementary answering affidavit wherein the third respondent made no mention of the alleged grounds of irregularity in its rule 6(4)(b) notice. It is

submitted that the third respondent has abandoned its rule 6(4)(b) notice.

16. The applicants are advised and submit that the rule 6(4)(b) notice is fundamentally flawed and misconstrues not only rule 6(4)(b) but also rule 53 of the uniform rules of court.

17. In the event that the third respondents persist with its flawed rule 6(4)(b) notice, then further legal argument will be advanced at the hearing of this application to show that the applicants have complied with rule 53 of the uniform rules of court, there is no irregularity, and that the rule 6(4)(b) notice is fatally flawed for the reasons stated above.

18. In the circumstances, the applicants persist with this application and will seek the relief set out in the amended notice of motion at the hearing of this application.

19. Before replying to the allegations contained in the third respondent's answering affidavit and supplementary answering affidavit I must point out that the supplementary answering affidavit is nearly identical to the initial affidavit filed by the third respondent on 28 October 2019 only with different annexures and signed on 17 March 2023 by the deponent. The repetition and duplication of affidavits is an abuse of process and prejudices the applicants.

20. The third respondent is aware that a supplementary answering affidavit needed to be filed and has been aware since at least the filing of the initial answering affidavit. See paragraph 30.5 of the third respondents initial answering affidavit in this regard. Instead of filing a proper supplementary answering affidavit and responding to the applicants' supplementary founding affidavit, the third respondent chose to file another affidavit which is almost identical to the initial answering affidavit.

21. The duplication and repetition should be met with a punitive cost order, regardless of the outcome of this application.

C. THE ALLEGATIONS IN THE ANSWERING AFFIDAVIT

22. I will now deal seriatim with the allegations contained in the third respondent's answering affidavit dated 28 October 2019. Insofar as any allegation, conclusion or inference drawn in the supplementary answering affidavit is inconsistent with what is stated above, such allegation, conclusion or inference is denied, as if specifically traversed.

Ad paragraphs 1 to 3 thereof

23. I do not dispute the content of these paragraphs and note the content

thereof.

Ad paragraph 4 thereof

24. It is denied that the allegations contained in the answering affidavit are true or correct.

Ad paragraph 5 thereof

25. I deny the content of this paragraph.

26. I deny that such repetition and duplication are necessary or desirable. It prejudices the applicants and creates voluminous papers. It is an abuse of the processes of the court.

27. I deny any misrepresentations by the applicants, let alone repeated misrepresentations.

Ad paragraph 6 thereof

28. I note the confirmatory affidavit by Ms Thysse.

29. As stated above, however, I deny that the allegations contained in the answering affidavit as confirmed by Ms Thysse are true or correct.

Ad paragraphs 7 to 8 thereof

30. Save to admit that the deponent, Mr Meir Gonen, is not legally qualified, I deny the remainder of the content of these paragraphs.

31. The deponent to the answering affidavit and Ms Thysse have deposed to their affidavits as factual witnesses and not as experts. To the extent that any portion of the answering affidavit purports to give expert opinion evidence, such opinions are inadmissible and denied.

32. Notwithstanding the above, the cause of this application has to deal with matters of legality and compliance with the law for which expert opinion evidence is inadmissible and irrelevant. The Court is the arbiter of domestic law in South Africa.

Ad paragraph 9 thereof

33. The content of this paragraph is noted.

Ad paragraphs 10 to 13 thereof

34. I deny the content of these paragraphs.

35. I further deny that the content of these paragraphs is relevant to this application.

Ad paragraphs 14.1 to 14.4 thereof

36. The content of these paragraphs is noted.

Ad paragraph 14.5 thereof

37. I deny the content of this paragraph.

38. There is no basis on which to dispute the fact that this application is not properly authorised on behalf of the first applicant. Moreover, the applicants are advised that any dispute in respect thereof had to be done in terms of rule 7 of the uniform rules of court which was never done.

Ad paragraph 14.6 thereof

39. I deny the content of this paragraph. Legal argument will be advanced at the hearing of this application in this regard.

Ad paragraph 15 thereof

40. I note the content of these paragraphs.

Ad paragraph 16 thereof

41. I deny the content of these paragraphs.

Ad paragraphs 17.1 to 17.14 thereof

42. I deny the content of these paragraphs.

Ad paragraphs 18.1 to 18.15 thereof

43. I deny the content of these paragraphs.

44. The third respondent was appointed merely upon the "request" or "instruction" of the first respondent. It is not possible in fact or law that such "request" or "instruction" could be made without a "decision" being made as contemplated in PAJA.

Ad paragraphs 19.1 to 19.8 thereof

45. I deny the content of these paragraphs.

46. I deny any speculation. The applicants followed the procedure contemplated in rule 53 of the uniform rules of court.

Ad paragraph 19.9 thereof

47. I have no knowledge of the content of these paragraphs.

48. However, for present purposes, I deny that these allegations are relevant or otherwise exempt the first to third respondents from acting lawfully.

Ad paragraph 19.10 thereof

49. I deny the content of this paragraph.

50. There is no evidence of any "disastrous consequences" to the first respondent. The third respondent is not the sole of source of income for the first respondent.

Ad paragraph 19.11 thereof

51. I deny the content of this paragraph.

52. I further deny any inferences that this application is motivated by a desire to prevent or prohibit the lawful collection of rates and taxes or arrear rates and taxes. Such allegations are scandalous and vexatious.

Ad paragraphs 19.12 to 19.14 thereof

53. I deny the content of these paragraphs.

Ad paragraph 19.15 thereof

54. Save to admit the applicants' allegations in respect of section 102 of the Systems Act, I deny the remainder of the content of this paragraph.

Ad paragraphs 19.16 to 19.18 thereof

55. I deny the content of these paragraphs.

56. The transparency required is for and on behalf of the public. Any information sharing arrangement between the first and third respondent is a personal right between them and excludes rights to information such as those afforded under the Promotion of Access to Information Act 2 of 2000.

Ad paragraphs 19.19 to 19.32 thereof

57. I deny the content of these paragraphs.

Ad paragraphs 19.33 to 19.34 thereof

58. I note the content of these paragraphs.

Ad paragraphs 19.35 to 19.37 thereof

59. I deny the content of these paragraphs.

Ad paragraphs 20 to 23 thereof

60. I deny the content of these paragraphs.

61. In any other context, this would properly be construed as "reckless lending". It relies purely on the municipality's sole "asset-base" which is the income received by the municipality through rates and taxes.

62. Notwithstanding the above, the law makes provision for financially distressed municipalities.

63. None of the third respondent's allegations in this regard are relevant nor do they exempt the first to third respondents from lawfully entering into any agreements which are deemed necessary.

Ad paragraph 24 thereof

64. I deny the content of this paragraph.

65. There is no evidence that the duration of the electricity meter contract or the impugned decision was extended by the first respondent beyond its initial term.

Ad paragraphs 25 to 27 thereof

66. I deny the content of these paragraphs, which are irrelevant.

Ad paragraphs 28 to 29 thereof

67. I deny the content of these paragraphs.

68. I deny that the terms of the electricity meter contract may be used to cover all forms of revenue.

69. I specifically deny that the terms of the electricity meter contract constitute evidence that electricity meter contract was lawfully concluded or that the impugned decision was lawfully taken.

70. The letter referred to is clearly an attempt by a group known as the "Concerned Citizens of Kgetlengrivier Local Municipality" to ensure that

the bulk supply of electricity to the municipality is not terminated and to ensure that the municipalities debt to Eskom is serviced.

71. It is conspicuous that the third respondent omits any reliance that it answered and/or participated in a public tender process for the provision of either the electricity meter contract or the impugned decision.

72. The first to third respondents could therefore place whatever terms in their agreement they wished. This is directly at odds with the very system of public procurement.

Ad paragraphs 30.1 to 30.3 thereof

73. Save to admit that the applicants seek relief in terms of PAJA, alternatively the principle of legality, I deny the remainder content of these paragraphs.

Ad paragraph 30.4 thereof

74. I deny the content of these paragraphs.

75. There are no internal remedies available to the applicants.

Ad paragraph 30.5 thereof

76. I deny the content of this paragraph.

Ad paragraphs 30.6 to 30.8 thereof

77. I deny the content of these paragraphs.

Ad paragraphs 31 to 36 thereof

78. I deny the content of these paragraphs, which are irrelevant to Part B of this application.

Ad paragraphs 37 to 39 thereof

79. Save to admit receipt of the first and second respondents' explanatory affidavit, I deny the remainder of the content of these paragraphs.

80. I deny that the application was reckless or unfounded.

81. I deny that there are internal remedies available to the applicants.

82. The applicants persist with the relief as sought in the amended notice of motion.

D. THE ALLEGATIONS IN THE SUPPLEMENTARY ANSWERING AFFIDAVIT

83. I will now deal seriatim with the allegations contained in the third respondent's supplementary answering affidavit. Insofar as any allegation, conclusion or inference drawn in the supplementary answering affidavit is inconsistent with what is stated above, such allegation, conclusion or inference is denied, as if specifically traversed.

Ad paragraphs 1 to 3 thereof

84. I do not dispute the content of these paragraphs and note the content thereof.

Ad paragraph 4 thereof

85. It is denied that the allegations contained in the supplementary answering affidavit are true or correct.

Ad paragraph 5 thereof

86. I deny the content of this paragraph.

87. I deny that such repetition and duplication is necessary or desirable. It

prejudices the applicants and creates voluminous papers. It is an abuse of the processes of court.

88. I deny any misrepresentations by the applicants, let alone repeated misrepresentations.

Ad paragraph 6 thereof

89. I note the confirmatory affidavit by Ms Thysse.

90. As stated above, however, I deny that the allegations contained in the supplementary answering affidavit as confirmed by Ms Thysse are true or correct.

Ad paragraphs 7 to 8 thereof

91. Save to admit that the deponent, Mr Meir Gonen, is not legally qualified, I deny the remainder of the content of these paragraphs.

92. The deponent to the supplementary answering affidavit and Ms Thysse have deposed to their affidavits as factual witnesses and not as experts. To the extent that any portion of the supplementary answering affidavit purports to give expert opinion evidence, such opinions are inadmissible and denied.

93. Notwithstanding the above, the cause of this application has to deal with matters of legality and compliance with the law for which expert opinion evidence is inadmissible and irrelevant. The Court is the arbiter of domestic law in South Africa.

Ad paragraph 9 thereof

94. I deny the content of this paragraph. The third respondent has had more than sufficient time within which to prepare its opposition to this application.

95. I point out that Part B is not sought on an urgent basis.

Ad paragraphs 10 to 13 thereof

96. I deny the content of these paragraphs.

97. I further deny that the content of these paragraphs are relevant to this application.

Ad paragraphs 14.1 to 14.4 thereof

98. The content of these paragraphs is noted.

Ad paragraph 14.5 thereof

99. I deny the content of this paragraph.

100. There is no basis on which to dispute the fact that this application is not properly authorised on behalf of the first applicant. Moreover, the applicants are advised that any dispute in respect thereof had to be done in terms of rule 7 of the uniform rules of court which was never done.

Ad paragraph 14.6 thereof

101. I deny the content of this paragraph. Legal argument will be advanced at the hearing of this application in this regard.

Ad paragraph 15 thereof

102. I note the content of these paragraphs.

Ad paragraph 16 thereof

103. I deny the content of these paragraphs.

104. I specifically point out that the true extent of the unlawful manner in which the electricity meter contract only became known to the

applicants upon receipt of the record in this application.

Ad paragraphs 17.1 to 17.17 thereof

105. Save to note that the third respondent admits the content of paragraphs 5.1 to 5.5, the remainder of the content of these paragraphs is denied.

106. The applicants do not persist with a "class action" for purposes of *locus standi.* Nevertheless, the remaining grounds of *locus standi* relied upon by the applicants cannot be faulted.

Ad paragraphs 18.1 to 18.18 thereof

107. I deny the content of these paragraphs.

108. The crux of the matter is simply that, by its own admission, the third respondent is a service provider to the first respondent appointed as such without any compliance with the MFMA or any other applicable statute and without following any public tender process. The applicants have dealt with the relevant sections in their founding affidavits.

109. The third respondent was appointed merely upon the "request" or "instruction" of the first respondent. It is not possible in fact or law that such "request" or "instruction" could be made without a "decision" being

made as contemplated in PAJA.

110. The record provided by the first respondent shows that it followed a deeply flawed an unlawful process to appoint the third respondent.

Ad paragraphs 19.1 to 19.8 thereof

111. I deny the content of these paragraphs.

112. I deny any speculation. The applicants followed the procedure contemplated in rule 53 of the uniform rules of court.

113. Annexure "D" to the supplementary answering affidavit contains no such paragraph 7.1.

114. It is specifically denied that such an "extension of services" can be undertaken without compliance with the applicable statutes and merely on the basis of an existing agreement.

Ad paragraph 19.9 thereof

115. I have no knowledge of the content of these paragraphs.

116. However, for present purposes, I deny that these allegations are relevant or otherwise exempt the first to third respondents from acting

lawfully.

Ad paragraph 19.10 thereof

117. I deny the content of this paragraph.

118. There is no evidence of any "disastrous consequences" to the first respondent. The third respondent is not the sole of source of income for the first respondent.

Ad paragraph 19.11 thereof

119. I deny the content of this paragraph.

120. I further deny any inferences that this application is motivated by a desire to prevent or prohibit the lawful collection of rates and taxes or arrear rates and taxes. Such allegations are scandalous and vexatious.

121. The correspondence referred to in this paragraph is outdated and no contemporaneous evidence of such requests has been provided.

Ad paragraphs 19.12 to 19.14 thereof

122. I deny the content of these paragraphs.

Ad paragraph 19.15 thereof

123. Save to admit the applicants' allegations in respect of section 102 of the Systems Act, I deny the remainder of the content of this paragraph.

Ad paragraphs 19.16 to 19.18 thereof

124. I deny the content of these paragraphs.

125. The transparency required is for and on behalf of the public. Any information sharing arrangement between the first and third respondent is a personal right between them and excludes rights to information such as those afforded under the Promotion of Access to Information Act 2 of 2000.

126. There is no Annexure "K" attached to the supplementary founding affidavit.

Ad paragraphs 19.19 to 19.35 thereof

127. I deny the content of these paragraphs.

128. The unlawfulness of the electricity meter contract and the impugned decision have now been confirmed by the Record.

Ad paragraphs 19.36 to 19.37 thereof

129. I note the content of these paragraphs.

Ad paragraphs 19.38 to 19.41 thereof

130. I deny the content of these paragraphs.

Ad paragraphs 20 to 23 thereof

131. I deny the content of these paragraphs.

132. In any other context, this would properly be construed as "reckless lending". It relies purely on the municipality's sole "asset-base" which is the income received by the municipality through rates and taxes.

133. Notwithstanding the above, the law makes provision for financially distressed municipalities.

134. None of the third respondent's allegations in this regard are relevant nor do they exempt the first to third respondents from lawfully entering into any agreements which are deemed necessary.

Ad paragraph 24 thereof

135. I deny the content of this paragraph.

136. There is no evidence that the duration of the electricity meter contract or the impugned decision was extended by the first respondent beyond its initial term.

Ad paragraphs 25 to 29 thereof

137. I deny the content of these paragraphs, which are irrelevant.

Ad paragraphs 30 to 31 thereof

138. I deny the content of these paragraphs.

139. I deny that the terms of the electricity meter contract may be used to cover all forms of revenue.

140. I specifically deny that the terms of the electricity meter contract constitute evidence that electricity meter contract was lawfully concluded or that the impugned decision was lawfully taken.

141. The letter referred to is clearly an attempt by a group known as the "Concerned Citizens of Kgetlengrivier Local Municipality" to ensure that

the bulk supply of electricity to the municipality is not terminated and to ensure that the municipalities debt to Eskom is serviced.

142. The third respondent conflates the impugned decision (which relates to all rates and taxes) and the electricity meter contract.

143. It is conspicuous that the third respondent omits any reliance that it answered and/or participated in a public tender process for the provision of either the electricity meter contract or the impugned decision.

144. The first to third respondents could therefore place whatever terms in their agreement they wished. This is directly at odds with the very system of public procurement.

Ad paragraphs 32.1 to 32.3 thereof

145. Save to admit that the applicants seek relief in terms of PAJA, alternatively the principle of legality, I deny the remainder content of these paragraphs.

146. The Record confirms that no lawful process was followed in respect of either the electricity meter contract or the impugned decision.

Ad paragraph 32.4 thereof

147. I deny the content of these paragraphs.

148. There are no internal remedies available to the applicants.

Ad paragraph 32.5 thereof

149. I deny the content of this paragraph.

150. The applicants have complied with the provisions of rule 53.

151. The third respondent has now filed its supplementary answering affidavit.

Ad paragraphs 32.6 to 32.8 thereof

152. I deny the content of these paragraphs.

Ad paragraphs 33 to 38 thereof

153. I deny the content of these paragraphs, which are irrelevant to Part B of this application.

154. These allegations relate to Part A of this application, which relief was

by and large granted by agreement between the applicants and the third respondent and made an order of court by Her Ladyship Madam Justice Leeuw JP on 31 October 2019.

Ad paragraphs 39 to 40 thereof

155. I deny the content of these paragraphs.

156. I deny that the application was reckless or unfounded.

157. I deny that there are internal remedies available to the applicants.

158. The applicants persist with the relief as sought in the amended notice of motion.

E. CONCLUSION

159. The applicants persist with the relief in respect of Part B of this application as contained in the amended notice of motion.

160. It is abundantly clear that no lawful process was followed to appoint the third respondent and that the first and/or second respondent's decision to appoint the third respondent to collect monies on its behalf for municipal services (other than electricity) must be set aside.

161. The first and/or second respondent's conduct in this application falls far short of the Constitutional standard required of State respondents. This conduct ought to be sanctioned by this Court with a punitive costs order.

162. The third respondent has not put up any evidence to dispute the aforesaid conclusions.

163. While it is clear that both the electricity meter contract and the impugned decision are mired with illegality, given the length of time which has lapsed since the implementation of the electricity meter contract, the applicants will not seek an order set aside the electricity meter contract. This is, however, no bar to an order declaring that contract to be unlawful, particularly where it appears that the first respondent wish to extend the contract.

164. If open, transparent and accountable government is to be restored to Kgetlengrivier Local Municipality, then the first to third respondents must comply with the prescripts of the law.

WHEREFORE the applicants pray for an order as contained in Part B of the amended notice of motion.

DEPONENT

The deponent has acknowledged that he knows and understands the contents of this affidavit, which was signed and sworn to before me at Pretoria on this 14th day of April 2023, the Regulations contained in Government Notice No. R1258 of 21 July 1972, as amended, and Government Notice No. R1648 of 19 August 1977, as amended, having been complied with.

COMMISSIONER OF OATHS

JOHANNES JACOBUS VAN DER MERWE
Commissioner of Oaths
HB Forum
13 Stamvrug Street
Val De Grace
Ex Officio Practising Attorney
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RA1

KRIEK WASSENAAR & VENTER ING
Prokureurs • Aktevervaardigers • Attorneys • Conveyancers

Our ref: R Eloff/QB0393
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31 January 2023

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Sir/Madam

SAKELIGA NPC / KGETLENGRIVIER PLAASLIKE MUNISIPALITEIT – IDEAL PREPAID (PTY) LTD

CASE NUMBER: UM169/19

1. We refer to the above matter and the notice delivered by your offices on 20 January 2023 ("*your notice*").

2. We confirm that, by our calculation, your client has until 13 February 2023 to file an answering affidavit to our clients' supplementary founding affidavit. We specifically point out that your notice does not suspend the *dies* for the filing of your client's supplementary answering affidavit, if any.

3. Your notice refers to an affidavit of Mr Meir Gonen which will be used in support thereof. However, no such affidavit is attached to your notice.

4. In order to enable our clients to understand the grounds on which the relief in your notice is sought and for the orderly progress of the matter, please confirm what affidavit you refer to in your notice, specifically whether this is an affidavit already filed or an affidavit to be filed.

5. We look forward to your speedy reply.

Yours faithfully,

KRIEK WASSENAAR & VENTER ING
ROHANN ELOFF – ATTORNEY
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Rohann Eloff

From: Rohann Eloff
Sent: Friday, 14 April 2023 13:00
To: notices@mglaw.co.za; Service12@mglaw.co.za; Shimon Hirschowitz
Cc: Elbie Swanepoel
Subject: SAKELIGA NPC / KGETLENGRIVIER PLAASLIKE MUNISIPALITEIT – IDEAL PREPAID (PTY) LTD
Attachments: Filing Notice - Replying Affidavit.pdf

Good day

We refer to the above matter and serve herewith the following:

- Filing Notice – Replying Affidavit

Kindly confirm receipt of same.

Yours faithfully

Rohann Eloff

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