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

CASE NO: 12096/2021

REPORTABLE:NO.

OF INTEREST TO OTHER JUDGES:NO.

REVISED

DATE:6 APRIL 2021

In the matter between:

CHRIS KOETSIOE	First Applicant
FERNANDO MUKUQUA	Second Applicant
THEMBA MAPHANGA	Third Applicant
PIET CHABALALA	Fourth Applicant
GRACINDA MAZIVE	Fifth Applicant
BONISILE MANGISA	Sixth Applicant
BULELANI MAGABA	Seventh Applicant
MDUDUZI MOKOMO	Eighth Applicant

and

MINISTER OF DEFENCE AND MILITARY VETERANS	First Respondent
SOUTH AFRICAN NATIONAL DEFENCE FORCE	Second Respondent

**OFFICER COMMANDING MARIEVALE ENGINEERING
REGIMENT**

Third Respondent

NOSIVIWE NOLUTHANDO MAPISA-NQAKULA

Fourth Respondent

MAJOR MEISSNER

Fifth Respondent

COLONEL MAFIHLWASE REAH MKHIZE

Sixth Respondent

J U D G M E N T

This urgent application was heard virtually and otherwise disposed of in the terms of the Directives of the Judge President of this Division. The judgment and order are accordingly published and distributed electronically.

DAVIS, J

[1] Introduction

This is the judgment in an urgent application relating to an ongoing saga of unhappy co-existence of the Military and a number of local residents in the vicinity of the Marievale Military Base in Gauteng.

[2] The parties

- 2.1 The eight applicants are individuals residing in "[...]", being a semi-formal settlement situated in an open piece of land adjacent to the Marievale Military Base.
- 2.2 The six respondents are the Minister of Defence and Military Veterans, both in her official and personal capacities, the South African National Defence Force (SANDF) itself, the Officer Commanding Marievale Engineering Regiment and two senior military officers in their personal capacities.

[3] The relevant background

- 3.1 Marievale Military Base is a designated military training institution. It is utilized for the training of newly appointed members of the Military Police for crime prevention and for training by the Army Support Base in Gauteng South Region for facilities control and maintenance as well as for landward forces (i.e. infantry) in patrolling exercises. Training of members of the SANDF includes the making use of firearms, pyrotechnics (in the form of smoke and hand grenades), dog training and horse riding (mounted activities).
- 3.2 [...] is a semi-formal settlement, arranged in a square of permanent and semi-permanent housing structures with an open quadrant, situated on land adjacent to the Military Base itself. The land belongs to neither the Village nor the Base itself but is under the “custody” of the SANDF and utilized by it for training operations. The current existence of [...] was primarily as a result of prior occupation of the Military Base by civilians when the Base had fallen into some state of disrepair in prior years. The unlawful occupation culminated in litigation between the parties pursuant to unlawful self-help and forced removal by the Military.
- 3.3 This Court, on 9 May 2018, *inter alia* ordered the interim occupation of the Military Base by civilians to continue “*pending the finalization of whatever legal proceedings [the Military] may launch for the eviction of the applicants from the Marievale Base or the finalisation of an agreement between the parties, (with or without the intervention of the other organs of State)*”.
- 3.4 Pursuant to an inability to resolve the issues of occupation of the Base and the acquisition of alternate accommodation by the civilians, accusations of contempt of court and counter-accusations of unlawful conduct led to this Court supplementing its previous order on 30 November 2018 by, *inter alia*, ordering the following:
 - 3.4.1 *The Applicants are directed to within 5 days from date of this order, furnish the Sixth Respondent (or an officer designated for this purpose by her) with full particulars of those Applicants (with their families) who wish to return to occupation in the Marievale Military Base, including*

particulars of family units or individuals, at the case may be as well as identity numbers;

3.4.2 The Sixth Respondent (or an officer designated by her) is ordered to:

3.4.2.1 Within 5 days from date of this order, furnish a list of all houses available for re-accommodation by the Applicants in the Marievale Military base and to allow such re-occupation;

3.4.2.2 Within 15 days from the date of this order have the two refurnished bungalows partitioned into family units and to allow occupation thereby by the Applicants;

3.4.2.3 Within 60 days from the date of this order ensure that the remaining Applicants not accommodated in terms of paragraphs 2.2.1 and 2.2.2 be adequately alternatively temporary accommodated in the base;

3.4.2.4 In furnishing the temporary accommodation as aforesaid, the Respondents shall provide temporary cooking and washing facilities to the Applicants.

3.4.2.5 Compliance with all of the above steps shall be reported before or due date thereof to the fifth Respondent (or an officer designated by him) and by him to the officer of the fourth Respondents;

3.4.2.6 The designation of officer shall not relieve the fifth or sixth Respondents of their obligations under this order;

3.4.2.7 Should the fourth or the sixth Respondent at any stage be informed that any party of this order or that of 09 May 2018 is not implemented, they shall forthwith ensure that the necessary steps are done to do so; and

3.4.2.8 *Each party to pay its own costs.*

- 3.5 Subsequent to the above two orders, the Ekurhuleni Local Municipality made alternative land available for occupation by the civilians and assisted those who wished to do so, to relocate thereto.
- 3.6 The parties' legal representatives also met in Cape Town on 22 February 2019 in order to resolve the issue. The outcomes of the meeting were minuted but the current applicants deny the relevance of the meeting and its minutes.
- 3.7 What I do find relevant, however, is the recordal in the minutes that "*all parties around the table recognized that the Respondents were represented by the highest decision-making officials and that showed the spirit in which the Respondents negotiated. In this regard it is noted that the meeting was attended by Minister herself, the Chief of the SANDF, the Secretary for Defence, the Head of Legal Services in the SANDF and all the officers involved in the Marievale Military Base issues*".
- 3.8 The implementation of the search for a peaceful resolution of the matter and alternate accommodation of the occupiers in question took quite some time and a further meeting was convened at the instance of the Military, which took place on 22 September 2020 between itself and the [...] Community, the purpose of which has been minuted as being "*... that the idea is to find solutions to problems that we are both encountering rather than running to court without first engaging with one another. That working together and attempting to resolve issues amongst ourselves is of critical importance*".
- 3.9 The minutes of the meeting further indicate that Ms Du Plessis from Lawyers for Human Rights, who still represents the applicants, *inter alia* indicated that three families were larger than previously indicated and that they needed permission to extend their "shacks". This was pursuant to an agreement that the number of previous occupiers to whom the orders of 9 May 2018 and 30 November 2018 referred, not be increased and that the number of dwellings

and the extent thereof also not be increased. The result was that the members of the community had been identified, together with their family members and that the dwellings in the village had been numbered. The military consented to the request regarding the three families and indicated that it would not unfairly deny any similar request. The further undertakings were recorded as follows:

“The community representatives and LHR undertook to ensure that no new occupant would be allowed to join the [...] community as a resident and that, should same happen, they will immediately inform the Military for relevant immediate action to be taken. An updated list of those staying at [...] given the fact that some have already relocated to [...], would be shared amongst the parties”.

3.10 The reference to “[...]” is a reference to the alternate land made available via the intervention of the Ekurhuleni Municipality. In this regard, on 18 June 2020, the Military had already provided “feedback” relating to the voluntary relocation of a large number of residents as follows:

3.10.1 On 20, 21 and 22 May 2020 some 10 families had voluntarily vacated bungalows in the Marievale Military Base and, with the assistance of transport provided by the Military, relocated (together with their furniture) to [...] in [...]

3.10.2 In the period between 25 May 2020 to 5 June 2020 a further 19 individuals relocated from permanent structures in the Base to [...] by way of civilian removal trucks contracted by themselves.

3.10.3 During the same period, three temporary houses were dismantled by members of the community themselves and relocated via civilian removal trucks contracted by themselves to [...] (these were houses 2A, 7A and 19A).

- 3.10.4 The same occurred in respect of some 35 other numbered “shacks” by the owners and/or occupiers thereof over the same period. A further number of 20 occupiers of numbered and identified barracks also relocated with private transport to [...].
- 3.10.5 Three members of the community were relocated, at their own insistence, from shacks numbers 72, 75 and 81 back from [...] to [...]by way of SANDF removal transportation.
- 3.11 The result of the above should be that there are no longer any civilians unlawfully occupying the Military Base but also that the extent of the community or the numbers of occupants of the [...] should have been greatly reduced.
- 3.12 However, there appears to be some dispute regarding some of the “relocations” as the record indicates that Makhubela, J on 22 May 2020 issued a rule nisi in case No 22746/2020 regarding the declaration of certain evictions at the Military Base and [...] as being unlawful. This was apparently as a result of the fact that the relocations took place without the Ekurhuleni Municipality having formulated or presented the members of the community with a formal “relocation plan”. Apparently, such a plan is still outstanding. The relocations were also perceived to be contrary to an undertaking by the Municipality that relocations would not take place during “lockdown”. It is not clear on the papers whether this allegation referred to the “lockdown” under level 5 of the regulations promulgated in terms of the Disaster Management Act 57 of 2002 or during the whole (indefinite) period of the State of Disaster.
- 3.13 It appears that during July 2020 certain confrontations took place between the Military and the [...] Community as a result of military training exercises, the restrictions placed on movement to and from the Village and the demolition of allegedly newly built shacks. The details of these occurrences and factual disputes regarding what actually happened, need not be resolved in the current application, but what is relevant is that Neukircher J on 31 July 2020

ordered as follows in this Court, by way of a further rule nisi, varying the order referred to in paragraph 3.12 above:

- 3.13.1 *“Declaring the restrictions placed on the freedom of movement of the Applicants to be unlawful and unconditional;*
- 3.13.2 *Declaring the measures to restrict the access to and from [...]including the erection of a military access control gate, to be unlawful and unconstitutional;*
- 3.13.3 *Declaring the detention and/or forced confinement of the First Applicant to be unlawful and unconditional;*
- 3.13.4 *Declaring the closure of informal or spaza shops to be unlawful an unconstitutional;*
- 3.13.5 *Declaring the discharge of military flares, smoke and thunder grenades and firearms in the vicinity of [...] by the First to Third Respondents to be unlawful and unconstitutional;*
- 3.13.6 *Declaring the instruction/demand by the solders or members of the Second Respondent that the First Applicant should remove his livestock from the property to be unlawful;*
- 3.13.7 *Interdicting the First to Third Respondents form entering [...] or restricting any person’s access to the settlement;*
- 3.13.8 *Ordering the first and Third Respondent to remove the access control gate at the entrance to [...] immediately;*
- 3.13.9 *Interdicting the First to Third Respondents from conducting any military exercise in [...] and discharging any kind of military ordnance, including flares, smoke and thunder grenades and firearms in the vicinity of [...].”*

- 3.14 The return date of the abovementioned rule nisi has since been extended and re-extended, ultimately to 30 July 2021 and is being opposed by the respondents thereto. In the meantime, the rule still has interim effect.

[4] The basis for the current relief

- 4.1 In the present application, the applicants seek the following relief:

- 4.1.1 *“Declaring the demolition of the houses in [...] to be unlawful and unconstitutional;*
- 4.1.2 *Declaring the acts of assault, torture and harassment committed by soldiers against certain residents of [...] to be unlawful and unconstitutional;*
- 4.1.3 *Declaring the discharge of firearms in the vicinity of [...] by the soldiers employed and supervised by the Respondents to be unlawful and unconstitutional;*
- 4.1.4 *Ordering the Respondents to immediately, within two days of this order, rebuild the houses that were demolished and repair the houses that were damaged;*
- 4.1.5 *Ordering the Respondents to pay an amount of R 10 000 to compensate the Applicants whose house were demolished and personal belongings damaged;*
- 4.1.6 *Referring the complaints of torture and other gross human rights violations to the South African Human Rights Commission for investigation;*
- 4.1.7 *Interdicting and restraining the Respondents from intimating, threatening, harassing and/or assaulting the Applicants;*

4.1.8 Interdicting and restricting the Respondents from causing any damages to the Applicants' houses and personal property;

4.1.9 Interdicting the First and Third Respondents from discharging any kind of military ordinances, including firearms in the vicinity of [...];

4.1.10 Ordering the Respondents to pay the Applicants' costs of the application on the punitive scale of attorney and client".

4.2 The events which prompted the present application, are alleged to have occurred over three days, being 7, 8 and 11 March 2021. The applicants allege that on Sunday 7 March 2021 a group of about 100 soldiers "... *armed with R4 assault rifles and pangas approached [...] and started assaulting residents and demolishing shacks ...*". This was apparently preceded by 4 soldiers having entered the village at 16h00 on that day to investigate the construction of new houses. Early in the morning, on the next day, 8 March 2021, Major Meissner and Staff-Sergeant Simelane and some 30 soldiers are alleged to have entered the village and some of those who then patrolled the village, made comments about the first applicant and allegedly stated that he will be "dealt with" when he goes to town. The villagers telephoned Ms Du Plessis of the LHR who then telephoned Major Meissner whereafter the soldiers returned to their base. On 11 March 2021 the soldiers returned and demolished the three houses (numbers 9, 44 and 36) which had previously been demolished on 7 March 2021 and which have since been rebuilt, as well as house number 61.

4.3 Attached to the founding affidavit are photographs of the demolished houses, which appear to be mostly corrugated iron and sink structures as well as photographs and confirmatory affidavits of the other seven applicants. They, in various degrees, corroborate the above brief description of the events of the 7th and 8th March. Although shots had been fired, no-one was hit. These seven applicants however, relate tales of how they were beaten by the soldiers, butted with rifles, forced to roll in the mud and wash in the river.

They were asked why they did not want to move to [...]. Their ordeal went on for a number of hours, into the night.

- 4.4 The attacks are denied by the Military. It appears that the demolition of the three houses are conceded but the allegation is that they were newly erected structures in breach of the villagers' own prior agreement. The return of the soldiers later on the 7th of March was apparently as a result of stone-throwing by the villagers themselves and damage caused by them to windows and housing units that form part of the Military Base. The Military also allege that they had reacted to a "tip-off" from inside the village, that they were investigating the discharge of a fire-arm from within the village and that illegal miners, which have sunk illegal and unsafe shafts, some even raising concern as to the safety of the Base's munitions stores, abound around the village and that a white VW Golf, used by the miners, often park at the first applicant's yard. The damage to military property by the stone-throwing is confirmed by photographs and, to an extent, conceded by the applicants, but allegedly this was in a form of self-defence. The presence of the illegal miners is confirmed by a handwritten letter from them, setting out their plight and lack of funding to feed themselves, addressed to the Officer Commanding of the Base.
- 4.5 From a conspectus of the evidence and, applying such a robust approach as can be done on the papers in respect of the factual disputes, it appears that, on a balance of probabilities, the facts are the following: the villagers have breached the terms of their undertaking to the Military and, as people relocate to [...], their places and their housing units are filled by others, new houses are being erected, these are temporary structures and are quickly re-erected after demolition, the stone-throwing by the villagers has taken place and the presence of the illegal miners ("zama-zamas" on the papers) and their mining activities, have all been established. However, on the other hand, having regard to the photographs, detailed descriptions and confirmatory affidavits, I find that the soldiers have entered the village, have demolished at least three houses and have created general havoc on the night of 7 March 2021 during the course of which some villagers, including some of the applicants, had been beaten. One must also accept that this has instilled a sense of fear in

the villagers and that they have a reasonable apprehension of the possibility of these events reoccurring, should there not be any form of intervention.

[5] Evaluation

- 5.1 The applicants argued that the demolition of the houses in question, temporary structures though they may be, amounted to an attempted forceful eviction. I agree. The fact that this took place without a court order, amounted to unlawful conduct and a breach of section 26(3) of the Constitution. It matters not that houses may have been erected or occupied contrary to the agreement reached with the Villagers (of which the first applicant, as their representative was a part). A breach of contract does not justify self-help which amounts to spoliation. The fact that eviction may not take place without a court order has been expressly mentioned in the order of this court referred to above made on 9 May 2018 already.
- 5.2 I understand that the Military has previously indicated that they do not wish to “run to court”, but, if the villagers breach the agreement, the military is not entitled to resort to taking the law into their own hands. The Constitutional Court has, inter alia in Motswagae and Others v Rustenburg Local Municipality and Another 2013 (2) SA 613 (CC) held that section 26(3) of the Constitution “*guarantees to any occupier peaceful and undisturbed occupation of their homes unless a court authorises interference*” (my underlining) and that eviction cannot be orchestrated “though the back door” (paragraphs [12]and [16]).
- 5.3 Any assault on any of the applicants, and other villagers in circumstances as alleged by them, would also clearly be unlawful. The exact detail and extent of such assaults need however not be determined on an urgent basis as the applicants envisage proceeding in part B of their application to claim damages. In view of the huge factual disputes foreseeable, it might be difficult to determine those aspects without the hearing of oral evidence, but I put my concerns in this regard no higher than that as it is for the court hearing part B to determine the issue.

- 5.4 Of course, the soldiers may protect themselves against any unlawful attack and of course they have the right and duty to protect the Base as a military installation against attacks, but the stone-throwing incident should not be taken out of context and summarily be elevated to such an attack. In any event, only the force needed to repel an attack would be justifiable and not the entering and raiding of the village.
- 5.5 Which brings me to another aspect: even if the Military was concerned about the breaches of their agreement by the villagers and even if “zama-zamas” are being harboured by the villagers, the village is not part of the Base over which the Military exercises jurisdiction and if there is any doubt about this issue, the military has expressly been prohibited by an order of this court, being that issued by Neukicher J, from entering the village. Until this order is set aside, the Military may not set foot in the village. This prohibition will, of course, include the use of firearms and pyrotechnics inside the village.
- 5.6 On the other hand, the villagers have established their community on a piece of land, not only adjacent to a military base, but where the military is conducting training exercises. As long as the military do not enter the Village or endanger the lives of the villagers, the villagers must accept that they reside in the vicinity of an area where military activities will continuously be taking place. They are, in that sense, in no different position of any other person living in close proximity of military installations of there are many dotted around the country.

[6] Dispute-resolution

- 6.1 The abovementioned paragraph, namely the consequences of living on the doorstep of an active military base and the history of the parties’ co-existence in close proximity of each other and the previous progress made through dialogue raise the issue of alternate dispute resolution.
- 6.2 The fairly recently introduced Rule 41A of the Uniform Rules of this Court Obliges a party “in every ... application ...” to indicate by notice whether such a party agrees to or opposes referral of the dispute to mediation. In the past

year, many disputes in this division have successfully been referred to mediation, mostly by judges especially trained in alternate dispute resolution. The rule not only requires a notice but clearly contemplated that a party must have considered the issue earnestly prior to exercising its election. This is clear from the requirement that a party must state its reasons for its belief that a dispute is or is not capable of being mediated.

- 6.3 The applicants have completely disregarded this rule and its requirements. In the answering affidavit of the Chief of the South African Army, this point is expressly raised. The applicants' response is surprising, to say the least. It is simply this: *"This is an urgent application brought by the applicants following violent and unlawful actions by the respondents. The Rule 41A process is not required in this instance"*. Adv De Vos SC, who appeared for the applicants together with adv van Garderen, was equally dismissive of the concept of mediation.
- 6.4 I find the attitude of the applicants and their legal advisers to be clearly wrong on this score. The circumstances of this case, without underplaying the nature of the respondent's conduct, or the conduct of soldiers under their command, actually screams for an alternate dispute resolution attempt, rather than a purely legal challenge. This was not a case of an inexplicable set of random acts. They came about as a result of a history of attempted co-existence. The need for alternate solutions is even more so required in view of what has previously been stated in paragraph 3.8 above. The possibility, or rather probability, of a resolution, is evident from the applicants' own papers: if, by way of a simple telephone call, Ms Du Plessis could halt the conduct which took place on 8 March 2021, as alleged by the applicants, wouldn't a meeting the next day not only have prevented the further alleged conduct of 11 March 2021 and possibly the application itself?
- 6.5 In my view, it is clear that this matter could have (and still can) benefit from mediation. The blunt refusal by the applicants to even consider, let alone attempt it is, in the circumstances of the case, which include their own breach their undertaking, so disconcerting, that I shall reflect upon it when

considering the issue of costs as this court is entitled to do in terms of Rule 41A(9)(b).

- 6.6 Let me also be clear about the following: the requirement to mediate peaceful co-existence does not detract from the wrongfulness of the soldiers' conduct nor does it mean that the villagers must suffer such conduct. Far from it. Such conduct amounts to "state brutality" as described in Khosa v Minister of Defence and Military Veterans 2020 (5) SA 490 (GP) at [55].

[7] Consideration of the relief

In considering what relief the applicants are entitled to, one must have regard to what court orders are already in place as well as what relief would be appropriate in the circumstances, bearing in mind that part B of the applicants' Notice of Motion is still to follow and that the applicants, as indicated in their Notice of Motion, still intend supplementing their papers in this regard. In view hereof, I shall deal with the relief prayed for in Part A of the Notice of Motion consequentially as follows:

7.1 Prayer 1: urgency

I have determined that this matter was sufficiently urgent to merit a hearing on this Court's urgent motion court roll.

7.2 Prayer 2: demolition of houses

As indicated, the actions of the Military amounted to taking the law into their own hands as well as effectively amounting to eviction of the occupiers of those houses without a court order. That is unlawful and must not occur again.

7.3 Prayer 3: assault and harassment are unlawful

Clearly delicts were committed. Whether the harassment amounts to "torture" as alleged by the applicants and to what extent it happened can best be adjudicated during the hearing of Part B. Steps must be taken to prevent the re-occurrence of such unlawful conduct.

7.4 Prayers 4 and 10: discharge of firearms and military ordnance in the vicinity of [...]

The discharge of firearms if done with the intent to harass the villagers would be unlawful. As indicated earlier, the Military is entitled to proceed with training exercises on the adjacent piece of land. If the discharge of firearms occurs as part of normal military operations, that would ordinarily neither be unlawful nor unconstitutional. The order of Neukircher J, has, however, in the circumstances of this case, in the interim placed a restriction on such activities in the vicinity of the village. This restriction stands and must be obeyed until finalisation of the rule nisi.

7.5 Prayers 5 and 6: rebuilding of the houses and compensation

From the evidence it appears that the houses which had been demolished on 7 March 2021 had been rebuilt by the villagers within three days. In the absence of any evidence to the contrary, the probabilities are that the same would have happened in the more than two weeks since the demolitions on 11 March 2021 to date of hearing. Any compensation payable, if any, should form the subject of Part B of the application.

7.6 Prayer 7: Referral to the Human Rights Commission

There is no evidence that the applicants or the Lawyers for Human Rights have been prevented themselves from approaching the Human Rights Commission and that they need a court order to enable such referral.

7.7 Prayers 8 and 9 an interdict

The relief claimed in these prayers are of a general nature and, insofar as the contents thereof are not already covered by the order of Neukircher, J, they constitute a restatement of law. In view of the recent occurrences however, an order ensuring compliance with the previous orders and the law appears to be justifiable and necessary.

7.8 Prayer 11: costs

The applicants claim costs on a punitive scale. Although, as found above, members of the Military have committed breaches of law and although some of those breaches, such as assault and intimidation are deplorable and serious in nature, those acts pertain to the conduct of individual soldiers or their commanders, if it had been authorized by them. No grounds have been established, either in fact or in law, why the Minister or colonel Mkhize should be personally liable for this conduct or the costs occasioned thereby. One should also distinguish between the costs of the application and the costs or damages payable by those who have committed delicts. In my view, the costs of the application might well have been avoided by mediation in the same fashion as many of the previous aspects of occupation or relocation have been dealt with. The question of who should pay (and to what extent they should pay) for the damages caused by the delicts, form the subject matter of part B of the application. At the adjudication thereof every proven perpetrator, be it of a delict or for being in contempt of court should receive whatever order the court hearing that part will determine to be just and fair. Costs of the application, again on a punitive scale, is also claimed by the applicants in Part B of their application. In the exercise of my discretion and even bearing in mind the success the applicants have achieved in this urgent application, I find that each party shall pay their own costs in respect of Part A of the application.

[8] Orders

1. It is declared that none of the housing structures in "[...]", situated adjacent to the Marievale Military Base, Gauteng, may be demolished without an order of court.
2. The Respondents are ordered to take all necessary steps to ensure that members of the South African National Defence Force adhere to the existing orders of this court made on 9 May 2018 and 30 November 2018 in case number 22663/2018 and the pending rule nisi issued in case number 22746/2020 until the finalization thereof.

3. The Respondents are similarly ordered to take all necessary steps to ensure that members of the South African National Defence Force do not assault, harass or threaten any member or occupant of the [...].
4. The issue of compensation, damages and determination of all aspects related to the relief claimed in Part B of the Notice of Motion are postponed sine die.
5. Each party shall pay its own costs in respect of Part A of the Notice of Motion.

N DAVIS
Judge of the High Court
Gauteng Division, Pretoria

Date of Hearing: 30 March 2021

Judgment delivered: 6 April 2021

APPEARANCES:

For the Applicants:	Adv A de Vos SC together with Adv J van Garderen
Attorney for the Applicants:	Lawyers for Human Rights, Pretoria
For the Respondents:	Adv T C Kwindu
Attorney for the Respondents:	The State Attorney, Pretoria