

Eskom Set to Turn Off Power to City of Johannesburg: PAJA Deadline Extended to 22 August 2026 for Public Comment

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INTRODUCTION

The ongoing dispute between Eskom Holdings SOC Limited ("**Eskom**"), the City of Johannesburg ("**COJ**") and its municipal power utility, City Power, has escalated into one of the most consequential confrontations in South African energy history.

On **19 May 2026**, Eskom issued a formal notice of its intention to reduce, interrupt, and/or terminate the supply of electricity to certain bulk supply points serving the COJ and City Power, citing arrear debt of more than R5.2 billion. As the COJ is the sole shareholder of City Power, and City Power is a municipal entity under the control and responsibility of the COJ, both COJ and City Power are jointly responsible to ensure that the lights stay on in Johannesburg.

This article examines the background to the dispute, the legal basis for Eskom's notice, the procedural rights of affected persons under the Promotion of Administrative Justice Act 3 of 2000 ("**PAJA**"), and the potential implications of the disconnection for the COJ and its residents.

LONG TIME COMING

The dispute between Eskom and the COJ has deep roots. According to Eskom, it has been working with the COJ and City Power for over two years to support the metro in meeting its payment obligations under the applicable laws. Despite these efforts, Eskom contends that the COJ and City Power have repeatedly defaulted on their payment obligations, prompting Eskom to take escalated legal action to enforce payment.

This is not the first time Eskom has threatened to interrupt supply to Johannesburg. In **November 2024**, Eskom served a similar notice citing R4.9 billion in arrears. That notice was subsequently suspended in **December 2024** to allow the Minister of Electricity and

Energy to appoint an independent expert to investigate the disputed overbilling allegations.

The independent expert determined after several months of investigation that the amount of approximately R3.2 billion (with an amount of approximately R830 million written off) was due by City Power and COJ to Eskom, for the disputed historical arrears. COJ/City Power's debt has since grown, and by **May 2026** the arrear amount stands at **R5,255,421,994.16**, with a further **R1,582,093,993.32** due on the current account on **5 June 2026**.

The above amounts exclude City Power's current monthly accounts from Eskom (which were not disputed and therefore were not part of the independent expert's determination). These monthly accounts range from R1b to R 1.2b per month. Apparently City Power is making payment of some of its current bills monthly.

A payment agreement was entered into after the expert independent made its determination, for City Power to pay off the historical arrears.

As it stands today apparently – despite the expert's determination and the agreement for City Power to pay up – City Power and COJ have not paid up and it is reported that more than R5b is owing to Eskom.

ESKOM'S FIRST NOTICE DATED 19 MAY 2026:

Scope and Status

In its Notice of **19 May 2026**, Eskom described the City Powers arrears as reflective of the COJ/City Power's "complete failure" to honour the payment agreements entered into between the parties, and stated that it (Eskom) had been "forced to issue a notice of its intention to reduce, interrupt and/or terminate the supply of electricity to certain bulk supply points against the City of Johannesburg and City Power". Eskom has stressed that it is unacceptable for the COJ and City Power to be collecting electricity revenue from consumers while failing to pay Eskom amounts owed for bulk supply.

Eskom's notices warning of power supply interruption are issued in accordance with the Promotion of Administrative Justice Act ("PAJA"). Eskom has, in its notices, invited interested and affected parties to submit written representations, comments, and/or submissions as to why Eskom should or should not proceed to interrupt or terminate supply. As set out below, the deadline for such representations has since been extended to **22 August 2026**. Eskom is completing its assessment of the representations received and monitoring the City's compliance with its payment commitments. No specific date for a final decision has yet been announced, and the outcome will be communicated after **22 August 2026**.

[The First Notice issued by Eskom is attached hereto.](#)

ESKOM'S SECOND NOTICE DATED 17 JUNE 2026: PAJA CONSULTATION PROCESS EXTENDED BY THIRTY DAYS

On **17 June 2026**, Eskom issued a further media statement confirming that the PAJA consultation process has not been stopped, but that the deadline for public representations has been extended by thirty days from **17 June 2026** to **17 July 2026**.

Link to Second Notice:

[Update on the City of Johannesburg/City Power electricity account – Promotion of Administrative Justice Act \(PAJA\) consultation process extended by thirty days - Eskom](#)

Eskom confirmed in its second Notice that the COJ/City Power has continued to make payments towards the electricity account. Eskom's notice explained that an amount of R1.2 billion has been paid towards the electricity account since the PAJA notice was issued. However, an additional current account amounting to **R1,582 billion**, which was due and payable on 5 June 2026, has not been settled, bringing the overdue current account to **R2,702,336,196.37**.

As of **11 June 2026**, the COJ/City Power owes Eskom an arrear debt of **R5,281,414,085.38**, comprising **R2,702,336,196.37** in overdue current account obligations and **R2,579,077,889.00** being the balance of the settlement arrangement that was made an order of the High Court of South Africa on **7 November 2025**.

In the interest of ensuring a fair administrative process, and given that the Minister's intervention occurred within the first week of the PAJA process, Eskom has extended the deadline for the notice by 30 days. Accordingly, the closing date for public representations, submissions, comments and/or requests is now the close of business on **17 July 2026**.

Eskom has indicated that it will consider all submissions received and communicate the outcome of the process on **24 July 2026**.

ESKOM'S THIRD NOTICE DATED 24 JULY 2026: PAJA CONSULTATION PROCESS EXTENDED TO 22 AUGUST 2026

On **24 July 2026**, Eskom issued a further media statement confirming that, while it has received and is continuing to review the representations received from residents and affected stakeholders, the PAJA consultation process has been extended to **22 August 2026** to allow Eskom to complete its assessment and to monitor the City's compliance with its payment commitments.

Eskom confirmed in its third Notice that the COJ/City Power has made payments totalling **R4,324,754,901.71** since the PAJA process was initiated on **17 May 2026**. However, as at **24 July 2026**, the overdue balance remains **R3,801,864,153.45**, comprising **R1,222,786,264** in overdue current account obligations and **R2,579,077,889.00** being the outstanding balance of the settlement arrangement that was made an order of the High Court. A further current electricity account of **R2,636,676,621.00** was due on **3 August 2026**.

The City has committed to making payments totalling **R5,117,736,000** by **21 August 2026**. While Eskom acknowledges the progress made and the payments received, the overdue debt has not yet been fully settled. Eskom has noted that nothing in this process constitutes a waiver of any rights available to Eskom under applicable agreements, court orders or legislation.

Eskom remains committed to working constructively with all stakeholders to achieve a lasting solution while ensuring the sustainability of the electricity supply industry. The City of Johannesburg/City Power remains obligated to honour the court-ordered settlement arrangement and to pay all current electricity accounts by their due dates.

Link to Third Notice:

[City of Johannesburg pays R4.3 billion towards electricity debt as Eskom extends PAJA consultation process - Eskom](#)

ANOTHER PAYMENT ARRANGEMENT?

City officials have told the press that the lights must stay on, because Johannesburg is "too big to fail". The evidence suggests, however, that no agreement has been reached between the parties, and one must then ask why in such an important economy, the City has not done enough to create legal certainty for the public that the lights will stay on.

WILL WE STILL HAVE POWER POST 22 AUGUST 2026?

It bears emphasis that no final decision has yet been made by Eskom as to whether the lights will be turned off. The PAJA process of inviting and considering representations from affected persons must first be completed — before any binding decision can lawfully be taken to turn off by Eskom.

THE RIGHTS OF AFFECTED PERSONS TO MAKE REPRESENTATIONS UNDER PAJA

The procedural framework governing Eskom's notice is set out in PAJA, which gives effect to section 33 of the Constitution of the Republic of South Africa, 1996. Section 33(1) and (2)¹ of the Constitution provides that everyone has the right to administrative action that is lawful, reasonable, and procedurally fair, and that everyone whose rights have been adversely affected by administrative action has the right to be given written reasons. PAJA was enacted to give effect to these rights and to promote an efficient administration and good governance.

SECTION 3: PROCEDURAL FAIRNESS AFFECTING ANY PERSON

Section 3(1) of PAJA provides that administrative action which materially and adversely affects the rights or legitimate expectations of any person must be procedurally fair.²

Section 3(2)(b) elaborates on the minimum requirements for a fair procedure. An administrator must give the affected person:

1. adequate notice of the nature and purpose of the proposed administrative action;
2. a reasonable opportunity to make representations;
3. a clear statement of the administrative action;
4. adequate notice of any right of review or internal appeal, where applicable; and
5. adequate notice of the right to request reasons in terms of section 5.³

In addition, Section 3(3) of PAJA provides that the administrator may, in its discretion, also afford the affected person an opportunity to obtain assistance and, in serious or complex cases, legal representation; to present and dispute information and arguments; and to appear in person.⁴

Given the magnitude of the dispute and the potential impact on millions of Johannesburg residents, it would be strongly arguable that this is a "serious or complex" case warranting such additional procedural protections.

SECTION 4: ADMINISTRATIVE ACTION AFFECTING THE PUBLIC

Where, as here, the proposed administrative action materially and adversely affects the rights of the public at large, section 4 of PAJA imposes additional procedural obligations. The administrator must decide whether to hold a public inquiry, to follow a notice and comment procedure, to follow both procedures, or to follow another appropriate procedure giving effect to section 3.⁵

If a notice and comment procedure is followed, the administrator must take appropriate steps to communicate the proposed action to those likely to be materially and adversely affected, call for comments, consider any comments received, and decide whether or not to take the administrative action, with or without changes. Eskom's invitation for written representations is consistent with this notice and comment procedure.

If a public inquiry is held, the administrator must determine the procedure for the inquiry — which must include a public hearing — compile a written report on the inquiry, and give reasons for any administrative action taken or recommended.

SECTION 5: RIGHT TO WRITTEN REASONS

Any person whose rights have been materially and adversely affected by administrative action and who has not been given reasons for the action may, within 90 days, request that the administrator furnish written reasons. The administrator must provide adequate reasons in writing within 90 days of receiving the request. Should the administrator fail to furnish adequate reasons, it must be presumed, in any proceedings for judicial review, that the action was taken without good reason.⁶

SECTION 6: JUDICIAL REVIEW

Should Eskom proceed with the interruption or termination of supply without complying with the procedural requirements under PAJA, any person may institute proceedings in a court for judicial review of and the setting aside of the administrative action. The grounds for judicial review include, among others, that the administrator was not authorised to take the action, that a mandatory procedure was not complied with, that the action was procedurally unfair, or that the action was unreasonable.⁷

Section 7(1) of PAJA requires that such proceedings be instituted without unreasonable delay and not later than 180 days after the conclusion of any internal remedies, or after the person became aware of the action and its reasons.⁸

Courts have the power to grant any order that is just and equitable, including setting aside the administrative action, directing the administrator to act in a particular manner, prohibiting the administrator from acting, granting temporary interdicts, or ordering compensation in exceptional cases.

IMPLICATIONS FOR THE CITY OF JOHANNESBURG AND ITS RESIDENTS

The potential interruption or termination of electricity supply to bulk supply points in Johannesburg would have profound consequences. As the Constitutional Court held in *Joseph v City of Johannesburg* [2009] ZACC 30; 2010 (4) SA 55 (CC), the termination of electricity supply constitutes administrative action, and residents — including tenants who are not direct parties to the supply agreement — are entitled to procedural fairness, including adequate notice and an opportunity to make representations.⁹

Courts have consistently affirmed that electricity is a basic municipal service integral to human dignity and livelihood, and that disconnection without compliance with due process is unlawful. Where a billing dispute remains unresolved, disconnection prior to its resolution has been found to be unlawful.

THE BROADER MUNICIPAL DEBT CRISIS

The COJ and City Power's arrears form part of a much larger municipal debt crisis facing Eskom. Municipal debt has escalated from approximately R20 billion in 2019 to a staggering R105 billion by September 2025, accounting for the bulk of Eskom's R108 billion in outstanding arrears.

This unsustainable position undermines Eskom's financial recovery, its ability to supply electricity at affordable tariffs, and the gains made under the national debt relief programme. Eskom has noted that many other municipalities across the country are working with it to develop sustainable debt solutions, including through Distribution Agency Agreements.

It begs the question as to why COJ/City Power have not concluded a similar arrangement with Eskom voluntarily. If the municipal power utility is in trouble, why would it not seek assistance to keep the lights on? The authors assume that answer can only lie in the politics behind the scenes. It does not look good for South Africa's flagship economy that it can't keep the lights. Admitting failure and asking for help seems to be beyond the capability of the City.

CONCLUSION

Eskom's notice of intention to reduce, interrupt, or terminate electricity supply to the City of Johannesburg and City Power represents a critical juncture in the management of municipal debt and the governance of South Africa's electricity sector.

PAJA ensures that such a far-reaching decision cannot be taken without affording the COJ, City Power, and importantly all affected members of the public an opportunity to make representations. The requirement for procedural fairness under PAJA, underpinned by section 33 of the Constitution, demands adequate notice, a meaningful opportunity to be heard, and the provision of written reasons.

Until the PAJA process has been completed and all representations duly considered, no final decision may lawfully be made. The extended deadline for representations is the close of business on **22 August 2026**, with the outcome to be communicated after **22 August 2026**, once Eskom has completed its assessment of the representations received. Affected residents should be alert to their rights under PAJA and, if necessary, their recourse to judicial review under section 6 of PAJA.

Please note: Each matter must be dealt with on a case-by-case basis, and you should consult an attorney before taking any legal action.

¹ The Constitution of the Republic of South Africa 108 of 1996, Section 33(1) and (2).

² Promotion of Administrative Justice Act 3 of 2000, Section 3(1).

³ *Ibid*, Section 3(2)(b).

⁴ *Ibid*, Section 3(3).

⁵ *Ibid*, Section 4.

⁶ *Ibid*, Section 5.

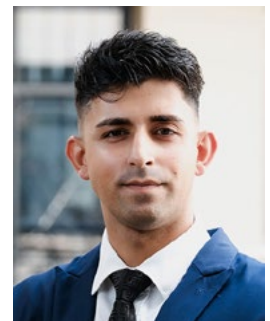
⁷ *Ibid*, Section 6.

⁸ *Ibid*, Section 7(1).

⁹ *Joseph v City of Johannesburg* [2009] ZACC 30; 2010 (4) SA 55 (CC).



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