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Vat No.: 4660303472

Our Ref: MR.LATIB/

Your Ref:

23rd July 2025

TO: THE SOUTH AFRICAN HAJJ AND UMRAH COUNCIL

**PER E-MAIL: sahucsg@sahuc.org.za
president@sahuc.org.za
yaseera.sahuc@sahuc.org.za**

Dear Sirs / Madam

RE: HAJJ AND UMRAH TRAVEL – SOUTH AFRICA

1. We act for and on behalf of the Sunni Jamiat Ulema (SJU), herein after referred to as our client.
2. Our clients' instructions are that our clients have perused and considered the Minutes of the meetings held by SAHUC NGC on the 28 June 2025 and 10 July 2025, against the recent press release by SAHUC pertaining to the future administration of Haj and Umrah travel.
3. At the outset, and it is our clients view which we are instructed to place on record, that despite SAHUC having come into existence by virtue of an agreement between the Ministry of Foreign Affairs (SA) and the Ministry of Hajj from the Kingdom of Saudi Arabia (MOHKSA). In terms of that agreement, SAHUC was envisaged to be the one body that deals with the agreements and administration of Haj and Umrah matters for South Africa.

4. That being so, however, it would appear from the recent conduct of SAHUC that it is exceeding the tenets of the powers and authority vested in it by the said agreement when clearly it has no such authority or power and may very well lack *locus standi* giving it any such authority.
5. More specifically, the conduct in the recent past, which culminated in the press release setting out the agreement reached with MOHKSA and the future administration of Haj and Umrah travel, is with respect, outside the ambit of the power and authority, if any, vested in SAHUC.
6. Clearly, a simple reading of the Constitution of SAHUC evidences that Constitution of SAHUC does not empower SAHUC to enter into such an agreement, thus rendering the agreement unenforceable.
7. This was recognised by SAHUC and in an attempt to remedy the situation, SAHUC convened the 2 meetings aforesaid, namely on the 28 June 2025 and 10 July 2025 to address the issue.
8. In terms of the minutes of the latter meeting, it was resolved that an SGM is to be convened with the intention to amend the Constitution of SAHUC.
9. To the best of our clients knowledge, and from our clients reading of the Constitution, there is no structure such as the NGC in SAHUC. Provision is made for a General Council, but there is nothing in the Constitution that makes provision for the General Council to be the same as the NGC.
10. Furthermore, even if it has to be assumed that the NGC refers to the General Council of SAHUC, our client has serious concerns with the resolution passed at the meeting of the 10 July 2025 which pertains to the amendment of the Constitution.
11. Pursuant thereto, SAHUC intended on the 21 July to convene a meeting to be held on the 22 July 2025, if a quorum could be secured, to amend the Constitution. This did not take place due to a lack of a quorum and subsequently the meeting was scheduled to be held on the 22 July 2025.
12. SJU has it on good authority that the meeting is now definitely scheduled to take place on the 23 July 2025.
13. In terms of the Constitution, more specifically Clause 22, the procedure to be followed in the event the Constitution has to be amended, is unequivocally and clearly set out.

14. Therefore, it follows that the SAHUC has flagrantly and recklessly disregarded the provisions of Clause 22 in scheduling the meeting for the 22 July 2025, and subsequently the 23 July 2025.
15. Consequently any resolution passed at such a meeting to amend the Constitution as SAHUC intends cannot be of any force and effect because such amendment can only be considered at a Special General Meeting for which no less than 21 days' notice has to be given. This has not been complied with.
16. Further to the above, the SJU is of the considered opinion that SAHUC has displayed a cavalier attitude and approach to the administration of Haj and Umrah travel that does not serve the interests of the broader Islamic Community in SA.
17. Moreover, upon perusal of the SAHUC website and the various documents emanating from SAHUC there is nothing to indicate that SAHUC is a registered Non-Government Organisation, or a Non-Profit Company, nor is there any indication that the Constitution is duly registered in terms of the laws of SA.
18. This therefore, raises serious questions about the financial administration of SAHUC and the requisite accountability of SAHUC to the Muslim Public at large.
19. In the light of the above, our clients therefore hereby demands that SAHUC cease and desist forthwith from:-
- 19.1. Any and all of its activities pertaining to the Haj and Umrah travel in SA;
- 19.2. To Engaging with and concluding any agreements with any authority in the Kingdom of Saudi Arabia pertaining to Haj and Umrah travel for Muslims in SA.
20. Should we not receive such aforesaid undertaking within three (3) days from date of this letter being Monday (29TH July 2025), our clients will be constrained to seek legal Interdictory Relief against SAHUC which we believe is neither desirable nor in the interest of the broader Muslim community.

Our all our clients' rights are reserved.

Yours Faithfully

M A Latib

ASIF LATIB ATTORNEYS INC