

IN THE HIGH COURT OF SOUTH AFRICA

GAUTENG LOCAL DIVISION, JOHANNESBURG

CASE NO: 060299/2024

DATE: 2025-06-25

DELETE WHICHEVER IS NOT APPLICABLE	
(1) REPORTABLE: YES /	NO.
(2) OF INTEREST TO OTHER JUDGES: YES /	NO.
(3) REVISED.	NO
DATE	
SIGNATURE	

6/8/25

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In the matter between:

GREEN PEACE AFRICA

Applicant

and

NETWATER PROPERTIES (PTY) LTD

Respondent

J U D G M E N T

20 KHAN, AJ: I am going to deliver an *ex tempore* judgment in this matter. If the parties need further reasons, they can apply for it.

This is the matter of Green Peace Africa Environmental Organisation as the Applicant in this urgent application but as the defendant in the principle litigation.

Green Peace Africa was a tenant to Netwater Properties and their relationship has ended. Netwater sought and obtained a default judgment against Green Peace. That default judgment stands as matters exist today.

Green Peace has applied for a rescission of their default judgment, and that process is yet to unfold itself.

I do not wish to say too much in relation to the merits of the dispute between the parties because it will
10 form the subject matter of the rescission application.

Approximately a month ago, Green Peace asked the erstwhile landlord Netwater for an undertaking that it will not execute on the default judgment pending the finalisation of the rescission application. Netwater declined to engage in that request for an undertaking.

On the back of such refusal to engage and to furnish an undertaking, Green Peace brought the current application on rather relaxed time periods which we may describe as a semi-urgent application.

20 As matters stand, no undertaking has been furnished to Netwater and counsel for the respondent in the present application, Netwater, informs me that his client has not furnished him with such instructions to furnish an undertaking as matters currently exist.

The complaint of the respondent is that the

Applicant has acted prematurely in that the Applicant has not waited for a writ of execution to be applied for and that there currently is no imminent threat of an execution.

I am referred repeatedly to the decision of *Gois trading as Shakespeare's Pub v Van Zyl* 2011 (1) SA 148 Labour Court which is cited in numerous judgments of this court, which indicate that the jurisdictional requirements for an interdict have to be satisfied, before an Applicant can be successful in obtaining such interdict.

10 The Respondent in this matter complains that the matter lacks urgency because no interdict has been applied for. The Respondent complains that there is currently no satisfaction of the requirements of an interdict placed before this Court, an interim interdict that is.

 Having heard submission from counsel and not wanting to engage with the principle rescission application, I am of the view that the current status quo ought to be maintained between the parties and that no party act in a highhanded approach towards any other parties whilst there
20 is a rescission application afoot.

 Whilst it is true that no application has been made has been made for a writ, that application can very well be made this afternoon or tomorrow, and whilst we have computer systems in place to ensure that the opposition obtains notification of all these processes, we know that

these computer systems at the court are not infallible, and they may result in failure.

I do not want a situation where either party changes the status quo whilst there is litigation ongoing, that stands to be resolved in due course.

In the exercise of my discretion, I am inclined to grant such an interim interdict, pending the finalisation of the rescission application, that the status quo between the parties be maintained. Particularly in light of the
10 Respondent's refusal to grant an undertaking and the Respondent's opposition to the current application as well as the submissions of counsel that its client bears the fear that the Applicant in the current application does not have assets, has not disclosed its bank accounts, and that they may be left empty handed with a default judgment that they hold.

This, to my mind, is a clear indication that the Respondent landlord wishes to obtain some sort of security or comfort before any other further processes are complied
20 with.

As regards costs, I am dismayed at the manner in which this application has been brought before this urgent court, and have extensively questioned the urgency of this application. My initial view was that this application was not urgent, but having regard to the submission that are

made by the Respondent that they do not intend taking the foot off the accelerator, it might very well be that I should act with caution in this matter.

Costs can be dealt with in the fullness of time as to whether this application was premature, whether there was a real act that was unfolding and whether the Applicant for rescission in fact has grounds for a rescission.

In the circumstances, the order that I intend making is and order in terms of Part A of the Applicant's notice of motion, in this urgent court. Prayers 1, prayer 2, prayer 3 and prayer 4 that costs of this application are to be reserved for the rescission application. Therefore, to repeat myself the order will read:

ORDER

The Applicant's application is entertained in terms of Uniform Rule 6.12.

There is an order staying the suspension of any execution of the default order, and staying the application for an execution of a warrant of execution, pending the outcome of the current Applicant's rescission application.

That leave be granted to the Applicant to supplement its papers in the rescission application and that costs be reserved for determination in Part B.

Thank you.

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KHAN, AJ

JUDGE OF THE HIGH COURT

DATE: 6/8/25