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

Case No: **033832/2022**

(1) REPORTABLE: No

(2) OF INTEREST TO OTHER JUDGES: No

(3) REVISED:

DATE 4 DECEMBER 2025

SIGNATURE

In the matter between:

CENTRAL BRIDGE TRADING 435 (PTY) LTD

Applicant

and

FARIDA HAFJEJEE N.O

First Respondent

ZUNAID SALOOJEE

Second Respondent

REGISTRAR OF DEEDS

Third Respondent

MOHAMED SADEQ CASSOOJEE N.O

Fourth Respondent

MOHAMMED HAFJEJEE N.O

Fifth Respondent

This judgment is prepared and authored by the Judge whose name is reflected as such and is handed down electronically by circulation to the parties / their legal representatives by email and by uploading it to the electronic file of this matter on CaseLines. The date for handing down is deemed to be 4th December 2025.

JUDGMENT

RETIEF J

INTRODUCTION

[1] The applicant, Central Bridge Trading 435 (Pty) Ltd [Central Bridge] applies for leave in terms of section 17(1)(a)(i) and (ii) of the Superior Courts Act, 10 of 2013 to the Supreme Court of Appeal, alternatively to the 'Full Bench' of this Honourable Court against paragraphs 3 and 5 of the order of this Court dated 15 October 2025 in which its application was dismissed and that each party bear their own costs.

[2] The Court accepts that the reference to the 'Full Bench' is in fact a typographical error, although Counsel for Central Bridge did not raise it, it should read to the "Full Court" of the above Honourable Court.

[3] Be that as it may, the basis upon which leave is sought by Central Bridge can be narrowed down to three main grounds, namely the Court's:

- 3.1. misappreciation of the common cause facts (the existence of a lease over Erf 3[...], W[...] East, Extension 38 Township, North West Province [erf 3[...]]) on the papers;
- 3.2. misdirection in that it determined issues which were not before it; and
- 3.3. failure to determine all the issues before it, that being the second test pertaining to declaratory relief in circumstances when the court found that Central Bridge had failed to demonstrate the first test in its founding papers.

[4] The three grounds can conveniently and succinctly be dealt with together. This is because one must be reminded on what basis Central Bridge brought and argued its case. Central Bridge contended that it brought a crisp issue before the Court which it argued could be determined by simply having regard to the written notarial registered lease [the document], which it sought to declare invalid for want of certain *essentialia* of lease agreement.

[5] To do so, Central Bridge, in its founding papers, called upon this Court to apply section 21 of the Superior Courts Act, 10 of 2013 [Section 21 test] and stated the following in support thereof:

“68. Central Bridge has an interest in the legal status of an agreement (the document-own emphasis) to which it is a party, which lease agreement constitutes a significant incursion on immovable property owned by Central Bridge (on the common cause facts, erf 3[...]- own emphasis) and is self-evidently extremely prejudiced to it.”

[6] Considering all the facts, including the common cause fact that the respondent carried on business on the leased property erf 3[...], *ex facie* the document, the description of erf 3[...] was not contained therein nor defined as “the property” but, rather erf 3[...] together with erf 3[...].

[7] In argument, at the hearing of the leave to appeal, Counsel for Central Bridge for the first time, conceded that such error appeared in the document. However, he simply brushed it off as a typographical error and stated that, as a fact, it was of no moment that the title deed of erf 3[...] was correctly endorsed. However, as this Court repeatedly stated in its judgment, no copy of the title deed in respect of erf 3[...] was placed before Court to consider.

[8] Having regard to the glaring error namely that erf 3[...] did not appear from the document Central Bridge sought this Court to consider in determining its relief, the Court found, when applying the section 21 test, that no interest in an erf 3[...] as set out in the document appeared which could result in a “-*significant incursion on immovable property owned by Central Bridge.*”

[9] Furthermore, to enable the Court to exercise a discretion judicially, if called to when applying the second leg of the section 21 test, the Court considered all the facts placed before it, including the common cause facts. In so doing, it did not deal with issues that were not before it simply listed the inconsistencies emanating from the facts placed before it. In this way a reader could clearly understand what facts had weight upon which reliance could be made on motion.

[10] Applying the section 21 test as invited, and relying on the test as set out in the Coridant matter,¹ it is trite that upon the Court's finding that Central Bridge failed to establish a future or contingent right, as alleged in the founding papers, it is not encumbered upon a Court to consider the second leg of the two-stage enquiry. As such, the Court did not have to deal with the remaining issues and, said as much. Furthermore, it stated that even if it had, too many inconsistencies revealed themselves, as highlighted, for a discretion to tip in favour of Central Bridge.

[11] Therefore, considering all of the above, and the common cause facts which relate to erf 3[...], such common cause facts do not disturb the outcome *ex facie* the document containing the lease agreement called upon to be declared invalid.

[12] In the premises, this Court is of the opinion that Central Bridge has not met the threshold of section 17(1)(a)(i) and (ii) of the Superior Courts Act and in consequence, the leave to appeal fails.

[13] There is no reason why the costs should not follow the result.

[14] The following order:

1. The application for leave to appeal is dismissed.
2. The Applicant is to pay the costs of the First, Fourth and Fifth Respondents, Counsel's fees to be taxed on scale C.

¹ Coridant Trading CC v Daimler Chrysler Financial Services (Pty) Ltd (237/2004) [2005] ZASCA 50.

L.A. RETIEF

Judge of the High Court

Gauteng Division

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Date application leave argued: 27 November 2025

Date of judgment: 04 December 2025