

REPUBLIC OF SOUTH AFRICA



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

Case Number: 2025-231956

(1)	REPORTABLE: NO
(2)	OF INTEREST TO OTHER JUDGES: NO
(3)	REVISED: YES
12/12/2025	
DATE	SIGNATURE

In the matter between:

BLUE BEACON INVESTMENTS 206 (PTY) LTD

Applicant

and

**MINISTER OF PUBLIC WORKS AND
INFRASTRUCTURE**

First Respondent

**THE DEPARTMENT OF PUBLIC WORKS AND
INFRASTRUCTURE**

Second Respondent

THE MINISTER OF HOME AFFAIRS

Third Respondent

THE DEPARTMENT OF HOME AFFAIRS

Fourth Respondent

HANGAR 18 INVESTMENTS (PTY) LTD

Fifth Respondent

Delivered: This judgment was prepared and authored by the Judge whose name is reflected and is handed down electronically by circulation to the parties/their legal representatives by e-mail and by uploading it to the electronic file of this matter on Caselines. The date for hand-down is deemed to be 10: 00 am on 12 December 2025

JUDGMENT

MOSHOANA, J

[1] This is an urgent application launched in two parts. Part A effectively seeks interdictory reliefs pending Part B which seeks to review a decision of the Department of Home Affairs to source new premises. Although this matter appeared to be involved, it turned out that regarding urgency, the issue became that of the trigger event. The applicants contended that the trigger date is 20 November 2025, when it received the termination letter from the Department of Home Affairs. All the respondents placed the trigger date to be much earlier. Others placed it on 30 July 20025, when an announcement of the move was made in the Herrald Newspaper. Others placed it in August or September 2025.

[2] Briefly, the facts of the present application are that the applicant and the Department of Home Affairs concluded a five-year lease agreement. The lease agreement was extended on a number of occasions. There is written evidence that the extensions were on month to month not exceeding 12 months. Around March 2025, the parties attempted an extension of the lease agreement to March 2026. Draft extension agreements were exchanged but no proper agreement was concluded. On the applicant's version, an agreement was reached for the lease to be extended to 2026. This is disputed by the Department of Home Affairs.

[3] Around May 2025, the Department began a process to move its premises to Hemingways Mall. The applicants dubbed this process a secretive move. However, it is common cause that the move was publicised in the print media on or about 30 July 2025. When the applicant saw the publication, it took legal advice. Such culminated in

a formal letter addressed to the Department on 1 August 2025 where some unlawful conduct was alleged on the part of the Department. A further letter was addressed on 1 September 2025, where the alleged unlawfulness was repeated and the available remedies of the applicant were laid bare. The Department did not react to those letters. It was only the Department of Public Works and Infrastructure that responded to indicate that it was not aware of a public-private-partnership (PPP) project. Ultimately on 20 November 2025, the Department notified the applicant that since it sourced another accommodation, it is terminating what it considered to be a month-to-month arrangement. Because the department stated in the termination letter that it had sourced new premises on its own without the assistance of the Department of Public Works, the applicants took a view that the move contravened the provisions of the Government Immovable Assets Management Act 19 of 2007 (GIAMA).

[4] Such view led to the launching of a review application seeking to review the decision to terminate the lease agreement at the back of the alleged unlawful sourcing of premises at Hemingways Mall. It became common cause that the Department of Home Affairs has already moved in and settled at the time Part A was brought.

[5] Inasmuch as the applicant suggest that its gripe is one of unlawful conduct, in truth, its case is one of breach of contract. Its remedies lie in a contractual claim. The applicant chose to disavow contractual remedies in order to align the interdict claim with the review application. A party staking an urgent relief must meet the requirements of rule 6(12) of the Uniform Rules of this Court. This rule was a subject of interpretation by various Court decisions ranging from *East Rock* to many others that followed *East Rock*. It is unnecessary in this judgment to recite what was said in *East Rock* and other cases. It has since become trite. In the well-known *Luna Meubel* judgment Coetzee J remarked that *undoubtedly the most abused rule in this Division is rule 6(12)*. This Court plentifully agrees. Urgent Court, as the name suggests is established for urgent matters. An application that is not urgent does not belong to the urgent Court.

[6] Two requirements must be established before a Court can exercise its true discretion whether to hear the matter as one of urgency. Firstly, circumstances that renders the matter urgent must be explicitly set forth. The law maker chose the word 'explicitly' which means in a clear and detailed manner, leaving no room for confusion

or doubt. Secondly, the reasons why the applicant claims that the applicant could not be afforded substantial redress at a hearing in due course.

[7] Regarding the first requirement the applicant averred that the trigger for urgency only arrived on 20 November 2025. When the entire evidence is considered, it is clear to this Court that as far back as 30 July 2025, the applicants became aware that its rights emanating from the lease agreement are at stake. The applicant chose to only broadcast its rights in the letter of August and September 2025. It sat back until 28 November 2025 to seek a protection of its rights. In this Court's view, if ever there was an urgent need to protect rights, such an urgency had since weaned away. What remained was a self-created urgency. Such urgency is not one protected under rule 6(12). This Court is not persuaded that the first requirement of the rule was satisfied.

[8] Regarding the second requirement. The applicants failed to demonstrate that they have no substantial redress in due course. They do. As this Court pointed out, the claim of the applicant is contractual in nature. With regard to substantial redress the issue is not about the choice of a party but the availability of remedies. The contractual remedies are and remain available for the applicant. The fact that the applicant disavows those remedies is of no moment. They remain substantial and available in due course. The applicant has chosen the review route in order to protect its rights. That constitute a substantial redress in due course. The applicant does not require an interdict to protect its review right. The applicant in my view has failed to demonstrate a substantive right worthy of protection by way of an interdict.

[9] Resultantly, in the exercise of this Court's discretion, the present application shall not be heard as one of urgency. What then remains is the issue of costs. When it comes to costs, this Court retains a wide discretion. There is no basis in law why costs should not follow the results. The respondents achieved success and are entitled to their costs and those of employing of two counsel.

Conclusions

[35] For all the above reasons, the application must fail.

Order

- 1 The application is struck off the roll for want of urgency.**
- 2 The applicant is ordered to pay the costs of this application on a party and party scale to be taxed or settled on scale C in respect of the senior counsel's fees and scale B in respect of the junior counsel's fees.**



GN MOSHOANA

JUDGE OF THE HIGH COURT

GAUTENG DIVISION, PRETORIA

APPEARANCES:

For Applicant:	Mr T Mathopo.
Instructed by:	SIM Attorneys, Parkview
For 1 st and 2 nd Respondent:	Ms F Mzilikazi
Instructed by:	State Attorney, Pretoria
For 3 rd Respondent:	Mr Modisa
Instructed by:	State Attorney, Pretoria
For the 5 th Respondent:	Mr Dobie
Instructed by:	Reaan Swanepoel, Johannesburg.
Date of the hearing:	11 December 2025
Date of judgment:	12 December 2025