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

CASE NO: 2025-227233

(1) REPORTABLE:

(2) OF INTEREST TO OTHER JUDGES:

(3) REVISED.

DATE 26/01/2026

SIGNATURE

In the matter between:

BRIMA LOGISTICS (PTY) LIMITED

Applicant

and

ROAD TRAFFIC MANAGEMENT CORPORATION

Respondent

JUDGMENT

MBONGWE, J:

INTRODUCTION

[1] The applicant, Brima (Pty) Ltd (“Brima”), brought this application against the respondent on urgency in terms of Rule 6(12), seeking the undermentioned orders in relation to the cessation of its courier services to the respondent:

1.1 Declaratory relief confirming that the letter of its appointment by the respondent dated 02 April 2024 and the acceptance thereof dated 10 April 2024 constitute the agreement between the applicant and the respondent for the appointment of the latter as a service provider to render courier services to the respondent for a period of three years in terms of tender RTMC BID09/2023/24;

1.2 The pricing and standardisation agreement reached on 03 June 2024, and confirmed in the letter of 24 June 2024, constitutes the agreed pricing as between the applicant and the respondent arising out of the main agreement.

1.3 The formally signed and completed SBD 7.2 dated 30th October 2024, was duly transmitted by the applicant to the respondent on 30 October 2024, and forms part of the main agreement.

1.4 That the applicant has unequivocally fulfilled all conditions precedent contained in the letter of appointment.

1.4.1 Mandatory relief directing the respondent to sign a Service Level Agreement (SLA) within 5 days of this order, which SLA should incorporate:

1.4.1.1 The scope of work per tender RTMC BID09/2023/ 24.

1.4.1.2 The terms of the letter of appointment dated 2 April 2024.

1.4.1.3 Pricing and standardisation, as per the pricing and standardisation agreement reached on 03 June 2024 and confirmed in the letter dated 24 June 2024.

1.4.1.4 The terms of the signed and completed SBD 7.2 dated 30 October 2024.

1.4.2 Specific performance directing the respondent to comply with the terms of the signed SLA for the allocation of courier services to be done in accordance with the pricing and standardisation agreement reached on 03 June 2024, and confirmed in the letter dated 24 June 2024, within 5 days of this order, subject to the following conditions:

1.4.2.1 The applicant be allowed access to the respondent's offices situated at 1[...] A[...] Street, Zwartkop, Centurion, 0[...], Gauteng Province, and allocated an office from which to operate and set up a server, within 5 days of this order.

1.4.2.2 The applicant be allowed a further period of 14 working days from the date of granting of such access to relocate its furniture and server in preparation for the resumption of courier services.

FACTUAL BACKGROUND

[2] The Road Traffic Management advertised a tender for courier services. Brima was one of the successful bidders and was granted access to Transnet's computer network to monitor and receive assignments. Allocations commenced in July 2024.

[3] On 2 October 2024, Brima's delivery services were suspended following complaints of poor performance. In the same month, the respondent advised the applicant that there was no service contract between them. In its heads of argument, the respondent emphasises this point stating that "The conclusion of an SLA (Service Level Agreement) is a *sine qua non* for the commencement of services, and this was never signed." The Applicant insists that a contract exists and made reference to invoices it had issued and the substantial payments it had received from the respondent for the services. According to the

Respondent, the services concerned were rendered during the trial stages, and the Applicant fell short of meeting its targets.

[4] By December 2024, no work was being allocated to the Respondent.

[5] Brima launched this urgent application on 24 November 2025.

OPPOSITION

A. Points in limine

[6] The respondent contended that Brima has failed to satisfy the requirements for urgency under Rule 6(12).

[7] The respondent further contended that Brima's seeking of final relief in motion proceedings in circumstances where the matter is knowingly saturated with material disputes of fact was misconceived.

B. Defences

[8]. The Respondent opposes the application on the grounds that it:

8.1 denies that any contract exists between the applicant and the respondent for the provision of courier services emanating from tender RTMC BID09/2023/24.

8.2 denies that there was a final agreement on pricing and standardisation between the applicant and the respondent.

8.3 denies that the applicant has performed the Courier services under RTMC BID09/2023/24 satisfactorily and in accordance with the conditions precedent.

8.4 avers that both the declaratory and specific performance orders are final in nature and inappropriate where material factual disputes incapable of being resolved on the papers exist.

8.5 contends that an alternative remedy in the form of a claim for damages is appropriate and available to the applicant.

[9] The principle in *Plascon-Evans Paints Ltd v Van Riebeeck Paints (Pty) Ltd* applies: where disputes of fact exist, the respondent's version must generally be accepted, unless palpably implausible.¹ On the papers, the disputes raised by the respondent cannot be rejected as untenable.

ANALYSIS

[10] The mandatory reliefs sought in paragraphs [1.4.2.1] and [1.4.2.2], being orders directing the respondent to co-operate with the applicant by accommodating it in its premises and giving it access to its computer network, in circumstances where the relationship between the parties has irretrievably broken down, constitutes reliefs that courts are not inclined to grant.²

THE LAW

URGENCY

[11] Rule 6(12) requires that an applicant demonstrate circumstances justifying deviation from the ordinary rules and procedures³.

[12] Brima contends that its business operations are severely prejudiced by the

¹ *Plascon-Evans Paints Ltd v Van Riebeeck Paints (Pty) Ltd* 1984 (3) SA 623 (A) at 634H–635C.

² *Hayens v King Williams Town Municipality* 1951(2) SA (A) at 375 G -H.

³ Rule 6(12)(b) of the Uniform Rules of Court.

termination and denial of access to the computer system.

[13] The respondent argues that Brima has alternative remedies in the ordinary course, including damages or a contractual claim, and that no irreparable harm justifying urgent intervention has been shown.

[14] Commercial inconvenience or financial prejudice does not, without more, constitute urgency⁴.

CONCLUSION

[15] The availability of an alternative relief, which is the only viable avenue open to the Applicant, coupled with the undesirability for the court to compel one party to a feud to cooperate with the other, as in the circumstances of this case, constitute sound grounding for the dismissal of this application.

COSTS

[16] The general rule that costs follow the outcome applies.

ORDER

[17] The following order is made:

1. The application is dismissed.
2. The applicant is ordered to pay the costs of the application, including the costs of two counsel.

⁴ *Luna Meubel Vervaardigers (Edams) Bpk v Makin and Another* (t/a Makin's Furniture Manufacturers) 1977 (4) SA 135 (W) at 137F–H.

MPN MBONGWE
JUDGE OF THE HIGH COURT
GAUTENG DIVISION
PRETORIA

APPEARANCES

For the Applicant Adv S Tisani
Instructed by Mbebe-Tisani Incorporated

For the Respondent Adv BL Makola SC
 with Adv TD Ngokane
 and Adv L Malefane
Instructed by MB Mabunda Incorporated

Date of hearing: 11 December 2025

Date of judgement: 26 January 2026

THIS JUDGEMENT WAS ELECTRONICALLY TRANSMITTED TO THE PARTIES' LEGAL REPRESENTATIVES AND UPLOADED ONTO CASELINE ON 26 JANUARY 2026.