THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, JOHANNESBURG

(1) REPORTABLE: Yes☐/ No ☒
(2) OF INTEREST TO OTHER JUDGES: Yes☐ / No ☒
(3) REVISED: Yes ☒ / No ☐
Date: 30 April 2026 [redacted]

Case 2026-00056

In the matter between:

SPARES WORLD GROUP (PTY) LTD	Applicant
and	
MUAZZ ALI	First Respondent
SAMPADA RETAIL PROPERTIES (PTY) LTD	Second Respondent

JUDGMENT

DU PLESSIS J

Introduction

[1] This application was enrolled as one of extreme urgency for a hearing at 10h00 on Saturday, 25 April 2026. The applicant sought an order interdicting the first respondent from interfering with its occupation of the premises until 1 July 2026 and authorising it to remain in occupation during that period.

[2] The applicant and the first respondent entered into a written "separation agreement" on 25 February 2026, under which the applicant undertook to vacate certain premises and hand over the keys to the first respondent on 26 April 2026. The applicant continued to trade from the premises and to pay the rent in the interim.

[3] On 9 April 2026, the first respondent's attorneys addressed a letter to the applicant, expressly reminding him of his obligation under clause 6 of the separation agreement to deliver vacant occupation and the keys on 26 April 2026. Thereafter, the applicant's attorneys sought an indulgence, by letter of 20 April 2026, for an extension of time to vacate until 1 July 2026. That request was refused by the first respondent's attorneys on 21 April 2026, and that stance was confirmed again on 24 April 2026.

[4] Despite having known the agreed vacate date since 25 February 2026, and despite correspondence dated 9, 21 and 24 April 2026, the applicant only launched this application on the evening of Friday, 24 April 2026, setting it down for hearing at 10h00 on Saturday, 25 April 2026. Service on the first respondent consisted of sending the notice of motion via WhatsApp at approximately 22h43 on Friday night, coupled with a truncated time period requiring that any answering affidavit be filed by 17h00 that same Friday, a deadline which had already expired before service.

[5] The founding affidavit was not included in the initial WhatsApp message. It was sent only to the first respondent's attorneys at 09h48 on Saturday morning, approximately twelve minutes before the scheduled hearing. No return of service by the sheriff, no practice note, no service affidavit, and no compliance statement were filed. The matter was not enrolled on the ordinary "Thursday for Tuesday" urgent roll but was instead placed, without explanation on affidavit, for a Saturday morning hearing.

[6] After the respondent gave an undertaking not to "evict" the applicant, the matter was set down for hearing on Tuesday and then postponed to Thursday, when it was heard.

[7] The applicant submitted that the matter is urgent for the following reasons: first, the respondent insisted on enforcing the requirement that the applicant vacate the

premises on the agreed date of 26 April 2026, creating a real and imminent risk that this insistence would interfere with its possession, stock and business operations. Once that happens, there is a serious risk of stock removal and damage, which cannot wait until the ordinary motion court. Second, it contended that it could not obtain substantial redress in due course because the vacation of the premises would disrupt its stock-taking process and audit, which it had not completed by the agreed-upon date. Lastly, to avoid arguments against self-created urgency, the applicant states that it acted without delay from the date of conclusion of the contract with the audit, but that it simply could not finish the process of stock-taking, auditing and moving in the agreed-upon period. It only instituted proceedings when it became absolutely clear, after yet another refusal of an extension, that the respondent would not allow it to remain on the premises past the agreed-upon vacation date of 26 April 2026.

[8] The respondent submits that the applicant knew, since signing the separation agreement on 25 February 2026, that it had to vacate and hand over the keys on 26 April 2026. He was reminded again on 9, 21 and 24 April 2026, and did nothing in a timely manner. Instead, they waited until late on Friday evening to launch the application. This, the respondent says, is self-created urgency.

[9] The respondent further submits that the matter was improperly enrolled “at the apex” of urgency: a Saturday morning hearing, without timely filing, and without adequate time for the respondent to respond. The respondent states that the service was procedurally abusive, leaving them with no meaningful opportunity to prepare. For these reasons, the respondent submits that the matter must be struck from the roll with punitive costs. I agree.

[10] The chronology reveals no genuine urgency. The applicant knew, from the separation agreement dated 25 February 2026, that it was obliged to vacate the premises and hand over the keys on 26 April 2026. It was expressly reminded on 9 April 2026 that vacant occupation would be required in accordance with that agreement. Its attorneys thereafter sought an indulgence on 20 April 2026, which was refused on 21 April 2026. The refusal was reiterated after the meeting of 23 April 2026 in correspondence dated 24 April 2026. Notwithstanding all of that, the applicant

waited until the night of 24 April 2026 to launch the present application. It thus fails the test in *East Rock Trading 7 (Pty) Ltd v Eagle Valley Granite (Pty) Ltd*.[1]

[11] Nor does this matter come close to satisfying the demanding standard for a Saturday hearing. In *Luna Meubel Vervaardigers (Edms) Bpk v Makin and Another (t/a Makin's Furniture Manufacturers),*[2] the court explained the ascending scale of urgency and made it clear that the greatest relaxation of the rules, including hearings after hours or during the weekend, is reserved for matters that cannot wait even until the next ordinary sitting of the court. The degree of departure from the rules of court (as far as service and filing are concerned) must be commensurate with the exigency of the case. This matter is far removed from that category. The applicant had known of the agreed vacate date for *two months*, had been warned on 9 April 2026 that vacant possession would be demanded in terms of a validly concluded contract that is not challenged, and had its request for an extension expressly refused days before it launched proceedings.

[12] The manner in which the application was presented underscores the abuse. The notice of motion afforded the respondents until 17h00 on Friday, 24 April 2026, to file answering affidavits, even though the application was sent by WhatsApp at approximately 22h43 that night. The founding affidavit was then sent only at 09h48 on Saturday morning. This meant the first respondent was expected to answer, overnight, an application for substantial relief on papers he had not yet received. That is not merely irregular; it is inexcusable.

[13] There is a further and equally important difficulty. Although this court does not decide the merits, the supposed urgency is rendered even more untenable by the applicant's failure to assert a clear right requiring immediate protection. On its own version, it agreed to vacate the premises by 26 April 2026. The relief it now seeks is, in substance, an indulgence permitting it to remain in occupation until 1 July 2026, because it says compliance has become difficult for operational reasons and it secured a new premise only for 1 July 2026. Put differently, the applicant asks the court, on an

[1] 2012 JDR 1836 (GSJ).

[2] 1977(4) SA 135(W) at 137F.

urgent basis, to suspend the agreed date of performance and to substitute a different one more favourable to it. That is not the protection of an existing right - it is an invitation to rewrite the parties' contract.

[14] The absence of merit is not the reason for the order in this case, but it does illuminate the true nature of the application. The applicant's own heads characterise the relief as a "temporary indulgence". Courts do not sit in urgent motion court to relieve commercial litigants of bargains freely entered into merely because subsequent compliance has become inconvenient, expensive or operationally disruptive. The first respondent's heads correctly point out that, at its core, the applicant's case is an attempt to secure judicial sanction for non-compliance with a binding separation agreement. Whichever way one wants to categorise the case, the applicant identifies no legal right to remain in occupation beyond the agreed handover date.

[15] In those circumstances, the matter should be struck from the roll for lack of urgency. The procedural abuse is serious. A litigant who waits until the eve of an agreed contractual deadline, serves a notice of motion late on a Friday night for a Saturday hearing, and provides the founding affidavit only minutes before the set-down time cannot expect indulgence from the urgent court. This is an appropriate case for a punitive costs order.

Order

[16] The following order is made:

1. The application is struck from the roll for lack of urgency.
2. The applicant is ordered to pay the first respondent's costs on the attorney and client scale.

[redacted]

WJ du Plessis
Judge of the High Court, Gauteng Division,
Johannesburg

Date of hearing:	30 April 2026
Date of judgment:	30 April 2026
For the applicant:	K Maponya instructed by TE Ramovha attorneys
For the respondent:	M Cajee instructed by Yusuf Ismail Attorneys