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

CASE NO: 2026-089853

(1) REPORTABLE: ~~YES~~ / NO

(2) OF INTEREST TO OTHER JUDGES: ~~YES~~/NO

(3) REVISED: NO

DATE 04 MAY 2026

SIGNATURE

In the matter between:

BETHESDA CHRISTIAN CENTRE NPC & NPO

Applicant

And

IBE: FORTUNE

First

(Identity Number: 6[...])

Respondent

RAWSON PROPERTY GROUP

Second

Respondent

HOMEFIND24 (PTY) LIMITED t/a PROPERTY 24

Third

(Company Registration: 2008/019235/07)

Respondent

REGISTRAR OF DEEDS: PRETORIA

Fourth

Respondent

Heard on: 28 April 2026

Delivered on: 04 May 2026

Delivered: This judgment was prepared and authored by the Judge whose name is reflected and is electronically circulated 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 **04 May 2026**.

JUDGMENT

KEKANA AJ

Introduction

[1] Before me is urgent application brought in terms of Rule 6(12) of the Uniform Rules of the High Court. The Applicant seeks an interim interdict to preserve the status quo, which is to prevent the disposal of the property pending the finalization of the main application brought in December 2024 under case number. **2024-141493**. The first Respondent opposed the application on the grounds that the matter is not urgent, urgency if any has been self-created.

Issues

[2] The crisp issue for determination before I even entertaining the merits is whether the matter is urgent within the context of Rule 6(12).

Urgency

[3] The said property at issue was acquired by the first Respondent around July 2022. The Applicant became aware of this acquisition around July 2023. On or about July 2023, the first Respondent listed the property for sale through Morena Properties, and listed it again with REMAX around late 2024, in both instances the Applicant was aware that the first Respondent intended to dispose the property.

[4] There was an attempt by the first Respondent to dispose the property by way of an auction in January 2026, however, there was no action on the part of the Applicant to preserve the property. The Applicant only launched this urgent application when there was a second attempt to auction in April 2026. The April 2026 attempt to dispose is according to records, is the fourth attempt by the first Respondent to dispose the property.

[5] In a nutshell the first Respondent the Applicant have delayed in instituting the proceedings. The Applicant have known of the intention to dispose the property. The risk averred by the Applicant that triggered this application has been in existence from 2023 when the property was listed for sale through Morena Properties and later through REMAX in 2024. That which was not urgent then cannot now be urgent. While the Applicant knew of the listing of 2023 and 2024, the Applicant did not seek any relief to preserve the said property. The Applicant instituted proceedings in December 2024, however, the Applicant did not find the need to preserve the property. It must be pointed out that the Applicant was already aware of the listings mentioned above.

[6] The Applicant mentioned during the hearing of this application of the many interlocutory applications that have been brought in the main action but at no stage did the Applicant see the need to preserve the property. The second Respondent (Rawson Property Group) had already voluntarily ceased all advertising of the Property. The risk mentioned by the Applicant does not exist, there is no imminent auction underway or that the Applicant can state is about to happen.

[7] The urgency if any was self-created. The Applicant had ample time to launch an application to preserve the property. Had on numerous occasions been aware of the first Respondent's intention to dispose but chose not to act to preserve the property. In ***Dynamic Sisters Trading (Pty) Ltd and Another v Nedbank Limited***, Adams J, held that:

“this court has consistently refused urgent application in cases when the urgency relied upon was clearly self-created. Consistency is important in this context as it informs the public and legal practitioners that Rules of Court and

Practice Directives can only be ignored at a litigant's peril. Legal certainty is one of the cornerstones of a legal system based on the rule of law".¹

[8] I will now turn to the balance of convenience, the harm the first Respondent will suffer if the order is not granted outweighs the harm the Applicant will suffer if it is granted not granted. The first Respondent may lose her own property which she currently holds full ownership as a result of the conduct of a party who still have to show if it has rights if any on the property. Nonetheless, the Applicant has a remedy if the property is disposed, the Applicant can and will be able to institute an action for damages and recover what it claims may be due to it.

[9] The Property is currently the subject of statutory enforcement proceedings by the City of Tshwane Metropolitan Municipality. As at 21 April 2026, the municipal account stood in arrears in the amount of R827 780.53. The Municipality has issued formal Section 129 and 130 demand notices under the National Credit Act and has threatened the issue of summons, the application for default judgment, the issue of a warrant of execution against the Property.

[10] Applicant has failed to meet the requirements for urgency, the auction has been withdrawn. Consequently, there is no immediate threat of disposal of the property. The court has consistently held that to show urgency, you must demonstrate that waiting for a normal court date would result in irreparable harm. In the key case of ***Luna Meubel Vervaardigers v Makin***², the court established that urgency must be "real and not contrived," meaning the threat of harm must be immediate, real, and substantial—not speculative or a mere inconvenience.

[11] I accordingly make the following order:

1. The application is struck off from the roll.
2. The Applicant to pay the costs of this application on a scale as between attorney and client, including the costs of counsel where so employed.

¹ (081473/2023) [2023] ZAGPPHC 709 (21 August 2023).

² 1977 (4) SA 135 (W)

**ND KEKANA
ACTING JUDGE OF THE HIGH COURT**