REPUBLIC OF SOUTH AFRICA

IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, JOHANNESBURG

Case Number: 2026-056374

(1) REPORTABLE: NO
(2) OF INTEREST TO OTHER JUDGES: NO

[redacted]

DATE 19 May 2026 SIGNATURE

In the matter between:

SHOUT-IT-NOW NPC Applicant

AND

SPARTAN TRUCK HIRE (PTY) LTD Respondent

JUDGMENT

MIA, J

Introduction

[1] This is an opposed urgent application in which the applicant seeks, in substance, delivery of a clinic mobile truck bearing registration number LB56KJGP, together with associated clinic mobile assets and documents necessary to effect transfer and registration of the vehicle into the applicant's name. In the amended notice of motion, the applicant seeks an order

dispensing with the ordinary forms and service under Rule 6(12), a declaration that the alleged agreement of sale concluded on 3 March 2026 is binding, a rule nisi operating immediately, delivery of the truck and transfer documents, authorisation for the Sheriff to supervise delivery in the event of non-compliance, and specific performance compelling delivery of the vehicle. The respondent opposes the application disputing urgency as well as the relief on the merits.

[2] Although, the applicants' relief is framed in part as interim relief by way of a rule nisi, the immediate practical effect of the order sought would be to compel delivery of the truck and transfer documentation. The relief is therefore final, or at least final in substance, in relation to possession and control of the vehicle.

[3] Two issues arise for determination. First, whether the application is urgent. Secondly, if urgency is established, whether the applicant is entitled to the mandatory relief sought on motion proceedings, having regard to the disputes of fact raised in the answering affidavit.

The applicant's case

[4] The applicant's case is that the respondent concluded a binding agreement of sale in respect of the truck, issued an invoice, received payment, and thereafter unlawfully refused to release the truck and the transfer documentation. According to the applicant, the truck is required for a public-health programme. The applicant's failure to obtain possession disrupts its ability to implement donor-funded health services. The applicant explains that it is a non-governmental organisation providing health-related support and services, including to under-served communities. It also states that it experienced financial pressure following funding disruptions and had entered negotiations with the respondent regarding the sale or donation of trucks.

[5] The applicant's case is that, notwithstanding those broader discussions, the sale of LB56KJGP was treated as a standalone transaction, separate from

other disputes concerning the remaining trucks and alleged unpaid rental amounts or penalties for early termination of the agreement.

The respondent's case

[6] The respondent disputes the applicant's characterisation of the matter as a simple completed sale. Its case is that the applicant has isolated one aspect of a broader commercial relationship and has not disclosed the full context of negotiations between the parties. The respondent alleges that the applicant leased three trucks from it under a fixed-term rental agreement, and that each truck comprised two components: the cab, chassis and engine, and the custom-built clinic body which is designed specifically for the applicant's need. The respondent's version is that ownership consequences differed in respect of those components.

[7] The respondent further says that, since October 2025, there had been negotiations and discussions concerning early termination of the lease, the outstanding amounts, the clinic bodies, the possible sale or donation of vehicles, and section 18A tax certificates. The respondent also alleges that there are outstanding balances in respect of the body portions of the trucks, including R48 121. 65 in respect of LB56KJGP, and that the applicant's payment of approximately R63 429 did not satisfy the broader terms on which the respondent says the transaction was being negotiated.

Urgency

[8] Rule 6(12) is not there for the taking. An applicant who approaches the urgent court must set out explicitly the circumstances which render the matter urgent and the reasons why substantial redress cannot be obtained in due course.[1]

[9] The applicant contends that the matter is urgent because the truck is required for implementation of a public-health programme and because the respondent's refusal to release the truck affects donor-funded obligations and service

[1] S 6(12)(a) and (b) of the Uniform Rules of Court.

delivery. I accept that, on the applicant's version, the subject matter has operational importance. It cannot roll out its service programme in terms of the funding it receives for this purpose, and this affects the receipt of further funding. It also impacts on its ability to deliver in terms of its obligations with funders. However, urgency must be assessed in the full factual context. The applicant's own founding affidavit recognises that the parties' dealings in relation to these vehicles did not arise overnight. The applicant says that during or around October 2025 the parties entered negotiations concerning the sale or donation of the rented trucks, and that in November 2025 early-termination negotiations were concluded, resulting in payment by the applicant of an early-termination amount.

[10] The respondent's answering affidavit goes further. It states that since October 2025 there had been *"a slew of negotiations and discussions"* between the parties concerning the early termination of the lease, and that the essence of the negotiations and discussions is contained in correspondence spanning the preceding months. The respondent's version is supported by the correspondence referred to in its affidavit. As early as 3 October 2025, the respondent placed before the applicant options concerning early termination, asset purchase, and penalty waiver with asset retention. Thereafter, further correspondence followed in October and November 2025 concerning settlement, purchase, discounting, and the possible issuing of section 18A certificates.

[11] The contextual background in which the negotiations proceeded and the history is material. The applicant knew, or ought reasonably to have known, that the respondent did not view the matter as an isolated transaction divorced from the broader lease-termination and vehicle-body issues. The urgency relied upon in March 2026 therefore arose against a background of negotiations which had been ongoing for several months.

[12] A litigant cannot allow a commercial disagreement to develop over months and then, when negotiations do not produce the outcome desired, invoke the urgent court to obtain immediate final relief. The urgent court is not a mechanism for

accelerating the resolution of a long-running contractual dispute merely because the applicant now faces operational inconvenience or prejudice. The applicant's public-health mandate is important. But the court must still ask whether the applicant has shown why it cannot obtain substantial redress in due course. On the papers, the dispute concerns the terms and consequences of a negotiated commercial arrangement, including payment, transfer, ownership, and tax-certificate issues. These are matters capable of determination in the ordinary course. In my view, the applicant has not established that this matter warrants enrolment and determination as one of urgency. In view of the applicant's obligations to their funders and the public health mandate, I deal with the merits hereunder.

Ad the merits

[13] In case I am wrong on urgency, I consider whether the applicant has established an entitlement to the relief sought.

[14] The applicant seeks what is in substance final mandatory relief. It asks the court to compel delivery of the truck, delivery of transfer documents, and specific performance. Although the order is framed as a rule nisi, the delivery and transfer relief would materially alter the position between the parties before trial or action proceedings. Final relief in motion proceedings may be granted only where the facts stated by the respondent, together with the admitted facts in the applicant's affidavits, justify such relief.[2] Where a genuine dispute of fact exists on a material issue, the applicant cannot obtain final relief merely by preferring its own version.

[15] The central factual issue is whether the parties concluded a binding, unconditional and standalone sale agreement for LB56KJGP, or whether the alleged sale formed part of a broader unresolved arrangement concerning the three trucks, early termination of the lease, outstanding body balances,

[2] *Plascon-Evans Paints (TVL) Ltd. v Van Riebeck Paints (Pty) Ltd.* (53/84) [1984] ZASCA 51; [1984] 2 All SA 366 (A); 1984 (3) SA 623; 1984 (3) SA 620.

donation or sale structures, and section 18A certificates. The applicant's version is that the LB56KJGP sale was a standalone transaction, separated from any discussions concerning the remaining disputes. The respondent squarely disputes this. It alleges that the applicant's presentation of the matter is incomplete and that the real dispute concerns the broader terms of the parties' commercial settlement.

[16] The respondent's dispute is not bald or unsubstantiated. It sets out the history of the 36-month fixed-term rental arrangement; the distinction between the cab/chassis/engine and the custom clinic body and the negotiations from October 2025. The alleged outstanding balances on the body portions of the trucks is clearly set out. It is also evident that the parties engaged on the issuance of section 18A certificates in the event that the respondent's reduction on the outstanding balance can be accepted as a donation by the applicant from the respondent. The correspondence which the respondent relies upon demonstrates that the parties had not reached the simple standalone agreement alleged by the applicant.

[17] On the respondent's version, it invited the applicant to collect movable clinic assets not affixed to the vehicle but pointed out that the custom clinic bodies and vehicle transfer cannot be dealt with in the manner sought by the applicant unless the outstanding financial and contractual issues are resolved. The dispute therefore goes to the heart of the applicant's alleged clear right. The applicant asks the court to find, on motion, that the agreement of 3 March 2026 was binding and enforceable according to the applicant's interpretation. The respondent's answering affidavit rebuts that proposition by putting in issue the very terms, scope, and separability of the alleged agreement.

[18] This is not a case where the respondent's version can be rejected as far-fetched, untenable, or palpably implausible on the papers. The respondent has put up a detailed factual account, supported by a chronology of prior dealings and negotiations. Whether that account is ultimately correct is not for determination on these papers in motion proceedings seeking final relief. It follows that, even if urgency were established, the applicant has failed to make

out a case for final mandatory relief. The material disputes of fact are genuine, foreseeable, and incapable of proper resolution without oral evidence or action proceedings. The application for final mandatory relief is refused on the basis that genuine disputes of fact arise on the papers concerning the terms, scope and enforceability of the alleged agreement.

Costs

[19] The respondent has been successful. There is no basis to depart from the ordinary rule that costs follow the result.

Order

[20] In the result the following order is made:

1. The application is dismissed.
2. The applicant is ordered to pay the respondent's costs.

[redacted]

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JUDGE OF THE HIGH COURT OF SOUTH AFRICA

GAUTENG DIVISION, JOHANNESBURG

Appearances:

On behalf of the applicant	**: Adv Sipiwe Mutemwa;**
	sipiwemutemwa@pabasa.co.za
Instructed by	**: Mlambo and Associates**
On behalf of the respondents	**: Adv Mark Cooke;**
	cooke@counsel.co.za
Instructed by	**:Darryl Ackerman Attorneys**
Date of hearing	**: 7 April 2026**
Date of judgment	**:19 May 2026**