



**THE HIGH COURT OF SOUTH AFRICA  
GAUTENG DIVISION, JOHANNESBURG**

- (1) REPORTABLE: No
- (2) OF INTEREST TO OTHER JUDGES: No
- (3) REVISED: Yes

Case 098237/2023

Date: 21 February 2025

  
WJ du Plessis

In the matter between:

**8 MILE INVESTMENTS 120 (PTY)  
LIMITED**

Applicant

and

**THE CITY OF ELURHULENI  
METROPOLITAN MUNICIPALITY**

First Respondent

**THE MUNICIPAL MANAGER,  
CITY OF EKURHULENI**

Second Respondent

This judgment has been delivered by uploading it to the CaseLines digital data base of the Gauteng Division of the High Court of South Africa, Johannesburg, and by email to the attorneys of record of the parties. The deemed date and time of the delivery is 10H00 on 21 February 2025.

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## JUDGMENT

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DU PLESSIS J

### *Introduction*

[1] The matter before the court (on the unopposed roll) concerns an application by the applicant for the enforcement of a 2018 resolution of the City of Ekurhuleni Metropolitan Municipality, which directed the sale and transfer of specific properties to the applicant. The municipal council duly passed this resolution, creating a legitimate expectation that the transfer would be finalised. Despite this, the respondents failed to give effect to the resolution.

[2] This application was previously the subject of a consent order issued in April 2024 in the unopposed court, where the respondents also entered appearance at the last minute and wherein they were ordered to take steps to effect the transfer or file answering affidavits. The respondents have failed to comply with the order, and their continued inaction has necessitated the present proceedings. It must be emphasised that court orders, even if granted by agreement, are binding and must be adhered to. The rule of law dictates that orders of this court are to be obeyed and that non-compliance undermines the administration of justice.

[3] On the day of the hearing, the respondents brought an interlocutory application seeking a postponement. The reasons advanced for the postponement are unpersuasive and amount to an unjustified delay. It is a well-established principle that postponements are not granted as a matter of right but must be justified on substantial grounds. As held in *Minister of Safety and Security v G4S International UK Ltd, In re: G4S International UK Ltd v South African Airways (Pty) Ltd*,<sup>1</sup> last-minute opposition by the attorneys acting on behalf of state entities and its counsel is highly undesirable, and courts should not condone this practice. The respondents have been afforded sufficient time to comply with the court's prior order and their failure to do so cannot be excused.

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<sup>1</sup> [2012] ZAGPJHC 50 at [15] and [16].

[4] The respondents' conduct mirrors the concerning trend of attorneys appearing at the last minute to seek postponements without offering reasonable justifications. Such tactics unnecessarily burden the judicial system and result in wasted costs. The respondents have failed to provide a compelling reason for their inaction in their application to postpone, and their request seems to be merely an attempt to further delay proceedings.

[5] The applicant has demonstrated compliance with all necessary requirements. The applicant correctly argues that it is entitled to the relief sought, and the court should not permit continued delays that prejudice the applicant.

[6] In light of the respondents' failure to comply with the court's prior order and their last-minute attempt to delay proceedings, a punitive costs order on an attorney and client scale is warranted. Such an order is necessary to mark the court's displeasure at the respondents' conduct and to, hopefully, deter similar behaviour in future. The applicant's legal representatives have incurred unnecessary costs due to the respondents' dilatory approach, which warrants judicial censure in the form of a punitive costs award.

[7] I thus grant the order in terms of the draft order as prayed for by the applicant.

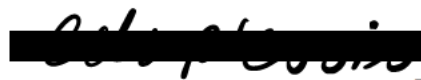
#### *Order*

[8] The following order is made:

1. The application for postponement is dismissed.
2. The Municipal Manager of the City of Ekurhuleni Metropolitan Municipality ("Municipality") is directed and authorised on behalf and in the name of the Municipality, to:
  - 2.1. sign the sale agreement, a draft which is annexed marked "X", effecting the sale and transfer of title in Remaining Portions of Erven 158, 161 and 162 in the township of Raceview, Alberton, City of Ekurhuleni Metropolitan Municipality measuring in extent

respectively 5m2, 298m2 and 778m2 ("the property") in favour of 8 Mile Investments 120 (Pty) Ltd ("the applicant");

- 2.2. collect the purchase price which is indicated in the sale agreement;
  - 2.3. discharge the obligations in respect of rates, taxes, and the like, which is required to be performed the owner of a property;
  - 2.4. nominate or/and appoint an attorney, where required; and
  - 2.5. sign all documents relating to and required to give effect to the transfer of title to the property in favour of the applicant.
3. In the event of non-compliance by the Municipal Manager of the Municipality, the Sheriff is authorised and directed, after one calendar month from the date of this order, to take any steps and do all such things that the Municipal Manager of the Municipality is directed to take and/or do, and in his/her stead give effect to the sale to and registration of the Property in favour of the applicant.
  4. The First and Second Respondents shall pay the costs of this application on an attorney and client scale jointly and severally, the one paying the other to be absolved.

  
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**WJ du Plessis**  
Judge of the High Court

Heard on: 20 February 2025

Decided on: 21 February 2025

For the Applicants:

S Ogunronbi instructed by GN Dracatos

For the Respondents:

M Amojee instructed by Seanego  
Attorneys Inc