

IN THE NORTH GAUTENG HIGH COURT, PRETORIA
(REPUBLIC OF SOUTH AFRICA)

Case number: 29669/2011

DELETE WHICHEVER IS NOT APPLICABLE

(1) REPORTABLE: YES/NO
(2) OF INTEREST TO OTHER JUDGES: YES/NO
(3) REVISED

11/6/2013

DATE SIGNATURE

12/6/2013

In the matter between:

MAHLANGU, SIBUSISO JUSTICE

MAHLANGU, KEDIBONE GIFT

Applicant

And

FONDO'S BUSINESS ENTERPRISES

Respondent

Heard on 6 June 2013

JUDGMENT

EBERSOHN AJ,

[1] This is the judgment in an application wherein the two applicants
(defendants in the main matter) apply for the rescission of a default

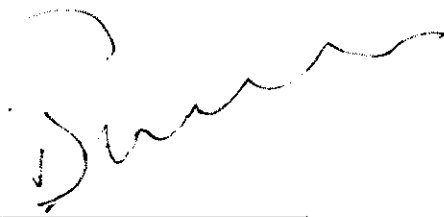
judgment granted by this court to the respondent (plaintiff in the main matter).

[2] It appears that the respondents' attorney failed to a plea timeously. The unfortunate delay was explained satisfactorily by the attorney in an affidavit.

[3] The parties entered into a building contract in terms whereof the plaintiff had to build a house for the defendants. There is a genuine dispute as to what went wrong, why the plaintiff ceased building and why the defendants stopped paying him. This can only be resolved in a open court by the leading of evidence.

[4] The following order is made:

1. The default judgment granted against the applicants is set aside together with all the orders made by the court on that day.
2. The cost of this application shall be costs in the cause.



PZ EBERSOHN

ACTING JUDGE OF THE HIGH COURT

Applicants' counsel

Adv A.P. den Hartog

Applicants' attorney

Fairbridges Attorneys

Respondent's counsel

Adv L.K. van der Merwe

Respondent's attorney

Van Zyl's Inc.