IN THE HIGH COURT OF SOUTH AFRICA

GAUTENG DIVISION, JOHANNESBURG

CASE NO: 2021/3338

1. Reportable: No
2. Of interest to other judges: No
3. Revised

12 MAY 2025 [redacted]

WRIGHT J SIGNATURE

THE SHERIFF OF THE HIGH COURT, CENTURION WEST **Applicant**

and

BEMDI FINANCIAL SOLUTIONS CC **First Respondent**

KGOSI MAEPA **Second Respondent**

JUDGMENT

WRIGHT J

1. On 4 September 2023, the applicant, the sheriff for Centurion, duly authorized, sold an immovable property at a sale in execution. The sale agreement reflects that the present second respondent, Mr Maepa concluded the agreement, by signing it expressly on behalf of the present first respondent, Bemdi Financial Solutions CC. Mr Maepa bound himself as surety.
2. Pursuant to the agreement, Mr Maepa paid the deposit. Mr Maepa is clearly the moving force behind Bemdi.
3. The sheriff later cancelled the agreement on the required notice when the balance of the purchase price was not paid.
4. In the present application, the sheriff seeks orders that the agreement be cancelled, the property resold and that the sheriff retain the deposit.
5. Mr Maepa filed an answering affidavit. He raises technical legal points which are not easy to follow. Simply put, Mr Maepa alleges that neither he nor Bemdi are liable under the sale agreement.
6. In a replying affidavit, the sheriff points out with apparent justification that whatever case Mr Maepa attempted to raise in answer is without merit.
7. It is not necessary to delve into the minutiae of Mr Maepa's points.
8. The applicant's attorney has filed a supplementary affidavit dealing in detail with what happened at a hearing of the present application on 4 September 2024.

9. Mr Maepa appeared. He addressed the court in person. He made no attempt to rely on his answering affidavit. He effectively admitted liability on behalf of Bemdi and personal liability. He simply asked for time. He said that he had paid all the costs necessary to proceed with the sale to Bemdi. He asked that the case be postponed with costs on the party and party scale rather than on a punitive scale. He asked that interest be waived by the relevant bank as execution creditor. He did not allege that he was not liable for interest. He said simply that he could not afford interest.
10. The matter was postponed.
11. There is correspondence on record since then. Mr Maepa's position is clear. On his own version, he and Bemdi are liable and he has paid everything owing but he simply wants the bank to waive interest. The bank won't.
12. Mr Maepa paid the interest shortly before the present hearing. The last amount of outstanding interest was paid as late as Friday, three days ago.
13. Mr Venter for the applicant withdraws the application but he wants costs of the application on a punitive scale.
14. Mr Maepa addressed me in person. He confirmed that he represented Bemdi and himself. He said that he genuinely did not have funds in time. I believe Mr Maepa but the present litigation was wholly unnecessary in the end and only because of delays by Mr Maepa in finalizing payments to the bank.
15. In my view, punitive costs are called for.
16. A draft order was prepared by Mr Venter.

ORDER

X -

[redacted]

GC Wright

Judge of the High Court

Gauteng Division, Johannesburg

HEARD	:	12 May 2025
DELIVERED	:	12 May 2025
APPEARANCES	:	
Applicant		Adv AJ Venter ajventer@law.co.za 082 551 4108
Instructed by		Martins Weir-Smith Inc 011 450 3054 pa@mwlaw.co.za
Respondent		Mr Maepa in person
Instructed by		-