REPUBLIC OF SOUTH AFRICA

IN THE HIGH COURT OF SOUTH AFRICA

GAUTENG DIVISION, PRETORIA

Case Number: 11365/2022

(1) Reportable: No

(2) Of interest to other judges: No

(3) Revised: Yes

Date: 29 May 2025

In the matter between:

THE STANDARD BANK OF SOUTH AFRICA LIMITED Applicant

(Reg No. 1962/000738/06)

and

MELISSA BLOOMBERG Respondent

(ID No. 8[...])

This judgment was handed down electronically by circulation to the parties and/or their legal representatives by email and by being uploaded onto CaseLines. The hand-down date is deemed to be 29 May 2029.

JUDGMENT

DU PREEZ, AJ

INTRODUCTION

1. The applicant, **THE STANDARD BANK OF SOUTH AFRICA** [‘*Standard Bank*’], and the respondent, **MELISSA BLOOMBERG** [‘*Bloomberg*’], are in turn the plaintiff and the defendant in the main action under case number 11365/2022.

2. In this interlocutory application under section 130(4)(b) of the National Credit Act 34 of 2005 [‘*the NCA*’], Standard Bank seeks leave to re-serve its Letter of Default & Notice under section 129(1) (read with section 130) of the NCA [‘*the section 129 notice*’].

3. Bloomberg opposes the application on various technical grounds discussed in paragraph 17 below.

THE ISSUE TO BE DETERMINED

4. The court has to determine whether Standard Bank should be granted leave to re-serve the section 129 notice after, in summary judgment proceedings, the court granted Bloomberg leave to defend the main action because the section 129 notice was not properly served on Bloomberg’s chosen *domicilium citandi et executandi* [‘*address for service*’], despite it being served on her husband who concealed it from her.

BACKGROUND

5. In its particulars of claim in the main action, Standard Bank alleges, among other things, that:

5.1 On 4 December 2020, Standard Bank and Bloomberg concluded a written instalment sale agreement [‘*the credit agreement*’] under which Standard Bank sold to Bloomberg, who purchased from Standard Bank, a 2017 Hyundai H-1 A/T 2.5 EL [‘*the vehicle*’];

5.2 The principal debt Standard Bank advanced to Bloomberg under the credit agreement was R469,475.50, and the total cost of the credit agreement was R647,620.56, repayable in 71 consecutive monthly instalments of R8,994.73 each, commencing on 1 February 2021, and thereafter one final payment of R8,994.73 on 1 January 2027;

5.3 The NCA applied to the credit agreement;

5.4 Standard Bank remained the owner of the vehicle until Bloomberg had repaid the amounts owed to Standard Bank under the credit agreement;

5.5 If Bloomberg failed to make payment of any amount payable to Standard Bank under the credit agreement on the due date, it will be a default under the credit agreement;

5.6 If Bloomberg were in default under the credit agreement, Standard Bank would be entitled to give Bloomberg written notice of such default, requesting her to rectify the default within ten business days, and propose Bloomberg refers the credit agreement to a debt counsellor, alternative dispute resolution agent, consumer court, or ombud with jurisdiction, with the intent that the parties resolve any dispute under the credit agreement, or develop and agree on a plan to bring Bloomberg’s repayments up to date;

5.7 If Bloomberg failed to respond to the written notice or rejected the proposals set out therein, and/or remained in default for ten business days after the date of the written notice, Standard Bank was entitled to commence legal proceedings against Bloomberg and, among other things, to cancel the credit agreement and claim the return of the vehicle;

5.8 Bloomberg chose 6 [...] O[...] Avenue, Val-De-Grace, Pretoria, as her address for service;

5.9 Standard Bank had complied with its obligations under the credit agreement and delivered the vehicle to Bloomberg;

5.10 Bloomberg was in default of her obligations under the credit agreement for a period of at least twenty business days since the date the default commenced;

5.11 On 27 October 2021, Bloomberg was in arrears in the amount of R51,693.56 and was indebted to Standard Bank under the credit agreement in the amount of R614,460.59 plus interest;

5.12 On 17 November 2021, Standard Bank addressed the section 129 letter to Bloomberg informing her that, among other things, that:

5.12.1 Bloomberg had failed to pay the full monthly instalment due under the credit agreement and thus breached the credit agreement;

5.12.2 She had to remedy her breach of the credit agreement by paying off the arrears and all overdue amounts under the credit agreement to Standard Bank; and

5.12.3 If she failed to remedy the breach and pay the arrears, Standard Bank would be entitled, among other things, to cancel the credit agreement and to recover from Bloomberg the full balance outstanding to date of final payment, as well as Standard Bank’s legal costs and other reasonable costs incurred in enforcing its rights under the credit agreement, and recovering any amount due and payable to Standard Bank under the credit agreement.

5.13 Standard Bank sent the section 129 notice to Bloomberg by serving it by sheriff at the address for service on Bloomberg’s husband, on 26 November 2021;

5.14 On 22 February 2022, Standard Bank informed Bloomberg in a letter sent by registered post to the address for service that she failed to pay the arrear amount as stated in the section 129 notice, and that it was cancelling the credit agreement as it was entitled to do; and

5.15 Standard Bank has complied with section 130 of the NCA in that:

5.15.1 Bloomberg was in default under the credit agreement for at least 20 business days;

5.15.2 At least ten business days have elapsed since Standard Bank sent the section 129 notice to Bloomberg;

5.15.3 Bloomberg has not responded to the section 129 notice;

5.15.4 There was no matter arising under the credit agreement pending before the National Credit Tribunal which would result in an order affecting the issues to be determined by the court; and

5.15.5 Bloomberg has not approached the court during the time the matter was before a debt counsellor, alternative dispute resolution agent, ombud with jurisdiction, or consumer court.

6. In the prayers, Standard Bank sought judgment against Bloomberg as follows:

6.1 Confirmation of the credit agreement's cancellation;

6.2 An order directing Bloomberg to restore to Standard Bank possession of the vehicle;

6.3 Standard Bank retaining all monies paid by Bloomberg; and

6.4 Leave be granted to Standard Bank to apply for:

6.4.1 Damages, if any, in an amount to be calculated by subtracting the vehicle's current market value from the balance outstanding (if applicable); and

6.4.2 Interest on the said damages.

6.5 Costs on an attorney and client scale calculated on the Magistrates' Court tariff to be taxed; and

6.6 Further and/or alternative relief.

7. Bloomberg delivered a notice of intention to defend Standard Bank's claim on 25 August 2022, and after being placed under bar, her plea on 17 May 2023.

8. Apart from two special pleas of a compromise and overindebtedness, Bloomberg pleaded on the merits, among other things, that:

8.1 Her surname is De Beer, and her address for service is 3 [...] E[...] Street, Murrayfield, Pretoria;

8.2 She did not receive the section 129 notice, and if she had received it, she would have sought alternative relief; and

8.3 Standard Bank had not served the section 129 notice to rectify any alleged breach of the alleged compromise.

9. Standard Bank then brought an application for summary judgment, and in its affidavit in support of summary judgment asserted that the sheriff served the section 129 notice on Bloomberg's husband at 6 [...] O[...] Avenue, Val-De-Grace, on 26 November 2021. The chosen address for service is thus of no consequence, as the section 129 notice was served on her husband personally.

10. In her "answering affidavit in opposition to application made for summary judgment", Bloomberg alleged, among other things, that:

10.1 She had not seen the section 129 notice until the service of the summons on her;

10.2 Her husband is overprotective of her, and due to various financial difficulties that they experienced at the time, he did not want to burden her with the fact that Standard Bank had served the section 129 notice;

10.3 Bloomberg's husband contacted Standard Bank directly to make alternative arrangements or to beg for an indulgence; and

10.4 Consequently, she did not seek legal advice and did not realise that Standard Bank threatened to cancel the credit agreement and that she had alternative legal avenues at her disposal.

11. Hassim, J, who heard the application for summary judgment, granted Bloomberg leave to defend and held that:

11.1 It is irrelevant that the section 129 notice was served on her husband, who deliberately concealed it from her;

11.2 The section 129 notice was not delivered at the address Bloomberg had designated;

11.3 It would have been a different matter if the section 129 notice had been served on Bloomberg's husband at her designated address, and then he decided to conceal it from his wife;

11.4 Non-compliance with section 129 of the NCA is a defence valid in law; and

11.5 Bloomberg had demonstrated a reasonable possibility that the defence advanced may succeed on trial.

12. Hassim, J, granted Bloomberg leave to defend and ordered that the cost of the summary judgment application will be costs in the cause, but did not make any determination under section 130(4)(b) of the NCA.

STANDARD BANK'S INTERLOCUTORY APPLICATION

13. After the court granted Bloomberg leave to defend the main action in the summary judgment application, Standard Bank brought this interlocutory application for an order:

13.1 Granting Standard Bank leave to re-serve the section 129 notice in compliance with its obligations under the NCA as follows:

13.1.1 Upon Bloomberg's attorneys of record, being Roos Van Dyk Attorneys Inc, by email and recorded as r[...], being the email address having been utilised between Standard Bank and Bloomberg's attorneys of record, respectively, and under circumstances where the parties have consented to service of all documents, pleadings, and notices via email in terms of the Rules of Court;

13.1.2 Alternatively, service by Standard Bank's attorneys upon the service address of Bloomberg's attorneys of record.

13.2 That Bloomberg must pay the costs of the interlocutory application if she opposes the interlocutory application; and

13.3 Granting Standard Bank such further and/or alternative relief as the court may deem fit and proper.

14. In the founding affidavit to the interlocutory application, Standard Bank, among other things:

14.1 Asserts that Standard Bank is required to re-serve or re-deliver the section 129 notice after the court granted Bloomberg leave to defend the main action because the sheriff served it on Bloomberg's husband at her address for service, who withheld it from her;

14.2 Concedes non-compliance with the section 129(1) of the NCA;

14.3 Asserts that upon receipt of the interlocutory application, the court must adjourn the main action and issue the necessary directive once it has been established that there has been non-compliance with section 129(1) of the NCA;

14.4 Submits that it would be prudent to remedy Standard Bank's non-compliance without further delay and before proceeding with the next step in the legal process to avoid prolonging the court proceedings due to technicalities and incurring unnecessary legal costs; and

14.5 Asserts that Bloomberg's defence of non-compliance with section 129 of the NCA is not fatal to Standard Bank's main action, but dilatory.

15. Initially, Bloomberg did not oppose the interlocutory application, and it was enrolled on the unopposed motion court roll of 9 October 2024

16. However, on 1 October 2024, Bloomberg delivered a notice of intention to oppose the interlocutory application.

17. In her answering affidavit, Bloomberg raises various technical defences, among other things:

17.1 As a first point *in limine*, the founding affidavit is not a proper affidavit because:

17.1.1 The commissioner of oaths' certificate refers to the deponent as "he" while she is female, which means that the deponent was not present when the founding affidavit was commissioned; and

17.1.2 The affidavit was commissioned in Johannesburg, while the commissioner of oaths' rubber stamp indicates that the commissioner of oaths is based in Pretoria.

17.2 As a second point *in limine*:

17.2.1 Section 130(4)(b) of the NCA does not explicitly authorise nor require the launching of an application for direction of service; and

17.2.2 Standard Bank attempts to sneak in an appeal against the order in the summary judgment application; or

17.2.3 Standard Bank attempts to procure substituted service while the founding affidavit does not contain the required averments for substituted service.

17.3 On the merits, Bloomberg alleges that:

17.3.1 Standard Bank complains that Hassim, J, erred and ought to have granted an order under section 130(4) of the NCA; and

17.3.2 She will be prejudiced if the court allows Standard Bank to amend or elaborate on Hassim, J's order because she will lose her costs in the summary judgment application (which costs are dependent on her being successful in the main action), and her costs in the main action because her defence of non-compliance with section 129 of the NCA will be rendered moot, and the matter will be steered away from the trial court.

18. Bloomberg did not file her heads of argument as provided for under paragraph 25.1.2 of the Gauteng Division's Revised Consolidated Practice Directive 1 of 2024 (as amended).

19. Under paragraph 25.1.4, Standard Bank was entitled to enrol the interlocutory application on the opposed motion court roll of 26 May 2025.

20. However, during the afternoon of Friday, 23 May 2025, Bloomberg delivered her heads of argument and list of authorities. She did not deliver a practice note and chronology.

21. Bloomberg also did not apply for condonation for the late filing of her heads of argument.

22. This conduct, together with the fact that she opposed the interlocutory application only six court days before it was to be heard on the unopposed roll, demonstrates delaying tactics and Bloomberg's disregard for the court processes, rules, and directives.

23. Despite Bloomberg's conduct, the court allowed the application to proceed and her legal representative to argue her case. This was done in the interest of justice, to avoid an unnecessary postponement, not to burden future court rolls, and to prevent wasted legal costs and the need for another court to be seized with the matter and to reread the court papers.

DISCUSSION

24. In the main action, Standard Bank relies on the credit agreement, which is subject to the provisions of the NCA. The following two provisions are relevant:

24.1 Section 129(1) of the NCA provides as follows:

"***129. Required procedures before debt enforcement.***

(1) If the consumer is in default under a credit agreement, the credit provider—

(a) may draw the default to the notice of the consumer in writing and propose that the consumer refer the

credit agreement to a debt counsellor, alternative dispute resolution agent, consumer court or ombud with jurisdiction, with the intent that the parties resolve any dispute under the agreement or develop and agree on a plan to bring the payments under the agreement up to date; and

(b) subject to section 130 (2), may not commence any legal proceedings to enforce the agreement before—

(i) first providing notice to the consumer, as contemplated in paragraph (a), or in section 86 (10), as the case may be; and

(ii) meeting any further requirements set out in section 130."

24.2 The relevant parts of section 130 provide as follows:

"***130. Debt procedures in a Court.***

(1) Subject to subsection (2), a credit provider may approach the court for an order to enforce a credit agreement only if, at that time, the consumer is in default and has been in default under that credit agreement for at least 20 business days and—

(a) at least 10 business days have elapsed since the credit provider delivered a notice to the consumer as contemplated in section 86 (10), or section 129 (1), as the case may be;

(b) in the case of a notice contemplated in section 129 (1), the consumer has—

(i) not responded to that notice; or

(ii) responded to the notice by rejecting the credit provider's proposals; and

(c) in the case of an instalment agreement, secured loan, or lease, the consumer has not surrendered the relevant property to the credit provider as contemplated in section 127.

(2) …

(3) Despite any provision of law or contract to the contrary, in any proceedings commenced in a court in respect of a credit agreement to which this Act applies, the court may determine the matter only if the court is satisfied that—

(a) in the case of proceedings to which sections 127, 129 or 131 apply, the procedures required by those sections have been complied with;

(b) there is no matter arising under that credit agreement, and pending before the Tribunal, that could result in an order affecting the issues to be determined by the court; and

(c) that the credit provider has not approached the court—

(i) during the time that the matter was before a debt counsellor, alternative dispute resolution agent, consumer court or the ombud with jurisdiction; or

(ii) despite the consumer having—

(aa) surrendered property to the credit provider, and before that property has been sold;

(bb) agreed to a proposal made in terms of section 129 (1) (a) and acted in good faith in fulfilment of that agreement;

(cc) complied with an agreed plan as contemplated in section 129 (1) (a); or

(dd) brought the payments under the credit agreement up to date, as contemplated in section 129 (1) (a).

(4) ***In any proceedings contemplated in this section, if the court determines that—***

> *(a) the credit agreement was reckless as described in section 80, the court must make an order contemplated in section 83;*
>
> *(b)* ***the credit provider has not complied with the relevant provisions of this Act, as contemplated in subsection (3) (a), or has approached the court in circumstances contemplated in subsection (3) (c) the court must—***
>
> ***(i) adjourn the matter before it; and***
>
> ***(ii) make an appropriate order setting out the steps the credit provider must complete before the matter may be resumed****.*"

25. If these statutory provisions are interpreted to attribute meaning to the words used,[1] and having regard to the principles laid down in the case law, the legal position regarding the interlocutory application may be summarised as follows:[2]

25.1 The purpose of the NCA is, among other things, to protect consumers (such as Bloomberg) and promote a fair and non-discriminatory marketplace for access to consumer credit, and ensure consumers (such as Bloomberg) can exercise the rights afforded to them under the NCA.

25.2 Standard Bank may not have commenced with the main action without first providing the section 129 notice (or a notice contemplated in section 86(10)) and meeting any further requirements under section 130 of the NCA;

25.3 The section 129 notice must have notified Bloomberg of her rights to refer the credit agreement to a debt counsellor, an alternative dispute

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1 *Natal Joint Municipal Pension Fund v Endumeni Municipality* 20212 (4) SA 593 (SCA) [18].

2 *FirstRand Bank Ltd of South Africa v Phiri & Others* [2013] ZAGPHC 90 (4 April 2013); *Investec Bank Ltd v Zouzoua* (21/44429) [2023] ZAGPJHC 131 (10 February 2023).

resolution agent, a consumer court, or an ombud with jurisdiction; the purpose of which is to facilitate the parties to resolve their dispute under the credit agreement or develop and agree on a plan to bring the payments under the credit agreement up to date;

25.4 If Standard Bank failed to comply with the provisions of section 129(1)(a) of the NCA, it would not render the main action void (because the proceedings have life), but the court must adjourn the main action and make an appropriate order requiring Standard Bank to complete specified steps before resuming the main action; the bar on proceeding with the main action is thus not absolute, but only dilatory;[3]

25.5 If a court should find that Standard Bank did not comply with the provisions of section 129(1)(a), the court must adjourn the main action and make an appropriate order setting out the steps Standard Bank must complete before the main action may resume;

25.6 A failure to comply with section 129(1) of the NCA is manifestly a procedural step which can and should be remedied at the earliest opportunity;

25.7 There is nothing in the NCA which:

25.7.1 Requires that an order under section 130(4)(b) should be made at the hearing of the main action because it is nonsensical for the parties to set the main application down for hearing on the opposed roll in circumstances where an order under section 130(4)(b), including the postponement of the main action, will be the inevitable consequence; or

25.7.2 Precludes a court from granting an order under section 130(4)(b) when hearing an application for default judgment[4] or summary judgment, an opposed application,

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3 *Sebola & Another v Standard Bank of South Africa Ltd & Another* 2012 (5) SA 142 CC [140].

4 *Standard Bank of SA v Bekker & Four Similar Cases* 2011 (6) SA 111 (WCC) [35] & [36].

the trial, or any other proceedings (such as an interlocutory application).[5]

25.8 It is convenient and practicable to address compliance with section 129(1) at an interlocutory stage.

26. Standard Bank brought the interlocutory application after Hassim, J's order in the summary judgment application, and on its concession that the section 129 notice did not comply with the provisions of the NCA.

27. This was the sensible, convenient, and practical thing to do because it attempts to rectify a flawed procedural step at the earliest opportunity and before the main action has proceeded to trial, where an order under section 130(4)(b) and a consequent postponement will be the inevitable outcome.[6]

28. To seek an order under section 130(4)(b) at an interlocutory stage not only saves time, manpower, resources, and costs, but also attempts to give effect to the NCA's provisions and to inform Bloomberg of her rights under the NCA.

29. Bloomberg's opposition to the interlocutory application is thus not only surprising under the circumstances but purely technical and without merit, as may be gleaned from the following:

29.1 Even if Standard Bank's founding affidavit has not been properly commissioned and Hassim, J, has not made a final determination under section 130(4)(b) of the NCA, this court is privy to the following facts:

29.1.1 In her plea on the merits, Bloomberg raised Standard Bank's non-compliance with section 129 of the NCA and the fact that she did not receive the section 129 notice as a defence;

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5 *FirstRand Bank Ltd of South Africa v Phiri & Others* (above) [21]; *Investec Bank Ltd v Zouzoua* (above) [15].

6 *Investec Bank Ltd v Zouzoua* (above) [17].

29.1.2 In her opposing affidavit in the summary judgment application, Bloomberg relied on Standard Bank's non-compliance with section 129 of the NCA to procure leave to defend;

29.1.3 In her answering affidavit filed in this interlocutory application, Bloomberg insisted that the trial court in the main action must decide on her defence of non-compliance with section 129 of the NCA, which confirms that she is still relying on her defence in this regard;

29.1.4 In paragraph 9.2 of the challenged founding affidavit, Standard Bank conceded that there was non-compliance with section 129 of the NCA in the main action;

29.1.5 During his argument, Standard Bank's counsel conceded that in the main action, Standard Bank did not comply with section 129 of the NCA; and

29.1.6 During his argument, Bloomberg's attorney insisted that the trial court in the main action must determine whether Standard Bank has complied with section 129 of the NCA, which confirms that Bloomberg still relies on this defence.

29.2 On these facts (even though the founding affidavit may not have been properly commissioned), this court must determine that Standard Bank has not complied with section 129 of the NCA and must therefore act as stipulated in section 130(4)(b)(i) & (ii) of the NCA.

29.3 In any event, in its replying affidavit supported by an affidavit by the commissioner of oaths, who commissioned the founding affidavit, Standard Bank explained that the reference to "he" instead of "she" in the commissioning certificate is a *bona fide* typing error. It is apparent from the founding affidavit that the deponent is female. The court accepts Standard Bank's explanation and, insofar as the founding affidavit has not been properly commissioned, condones non-compliance.

29.4 Furthermore, there is no requirement that a commissioner of oaths must commission an affidavit at the commissioner's office. It follows that Bloomberg's complaint that the founding affidavit was commissioned in Johannesburg while the commissioner of oaths' office is in Pretoria is of no consequence.

29.5 Bloomberg's first point *in limine* must be dismissed.

29.6 The same applies to her second point *in limine*. The interlocutory affidavit does not constitute a disguised appeal to Hassim, J's order because it confirms, to the benefit of Bloomberg and the detriment of Standard Bank, the ground upon which Hassim, J, granted Bloomberg leave to defend and Bloomberg's version on the papers. It is also not an application for substituted service.

29.7 Bloomberg will not be prejudiced if the court grants the relief claimed in the interlocutory application because:

29.7.1 She will still be able to argue and get an order for the reserved costs in the summary judgment application and the costs for the main action;

29.7.2 The fact that her defence of Standard Bank's non-compliance with section 129 of the NCA may no longer be pursued in the main action if the relief sought in the interlocutory application is granted, is no ground to disregard the provisions of section 130(4)(b) of the NCA or to dismiss the interlocutory application. Her position is comparable to an amendment to a pleading, which will lead to the other party losing its case.

29.7.3 If Bloomberg decides to exercise her rights under the NCA after receipt of the section 129 notice, her decision will cause the main action not to proceed and have an impact on her right to claim costs in the main action. This is no reason not to grant an order under section 130(4)(b) of the NCA.

30. During argument of the interlocutory application, Bloomberg's attorney confirmed that if the court granted the relief sought in the interlocutory application, Standard Bank may deliver its 129 notice by email to the attorney's address and his email address mentioned above.

31. The court considered the following aspects regarding an order as to the costs of the application:

31.1 The interlocutory application was necessitated by Standard Bank proceeding with the main action while Bloomberg had not received the section 129 notice;

31.2 Standard Bank did the sensible, convenient, and practical thing to seek the relief claimed in the interlocutory application;

31.3 Standard Bank only sought costs in the event of Bloomberg opposing the relief sought in the interlocutory application;

31.4 Bloomberg caused the interlocutory application, which should have been unopposed, to become opposed by notifying Standard Bank of her intention to oppose and raising technical defences that had no merit in her answering affidavit; and

31.5 Bloomberg disregarded the court processes, rules, and directives in opposing the interlocutory application and employing delaying tactics, among other things, giving notice of her intention to oppose and delivering her heads of argument and other documents late.

32. It follows that Bloomberg unreasonably caused the interlocutory to become opposed.

33. In the circumstances, the court grants the following order:

1. The court determines that the applicant, **THE STANDARD BANK OF SOUTH AFRICA LIMITED**, has not complied with the relevant provisions of the National Credit Act 34 of 2005 [‘*the NCA*’] before it instituted its action against the respondent, **MELISSA BLOOMBERG**, under case number 11365/2022 [‘*the main action*’];
2. The main action is adjourned under section 130(4)(b) of the NCA;
3. The applicant shall deliver a notice in terms of section 129(1) of the NCA by:

3.1 Service per Sheriff on the respondent's attorneys, **ROOS VAN DYK ATTORNEYS**, at their offices, Suite 3, Monpark Building, 76 Skilpad Avenue, Pretoria, Reference: TR/DEB3/4 under Rule 4 of the Uniform Rules of Court; and

3.2 Emailing a copy of the section 129(1) notice to the respondent's attorneys at r[…].

4. The main action will resume ten days after:

4.1 The applicant has complied with paragraph 3 above as contemplated in section 130(4)(b) of the NCA; and

4.2 The respondent has not responded to the section 129 notice as contemplated in section 130(1)(a) of the NCA; or

4.3 The respondent has responded to the section 129(1) notice by rejecting the applicant's proposals as contemplated in section 130(1)(b) of the NCA.

5. The provisions of section 86(2) of the NCA will not be applicable for the period up until the resumption of the main action as envisaged in paragraph 4 above, i.e., the respondent may exercise the rights afforded to her under terms section 129(1)(a) of the NCA up until the date of resumption of the main application.

6. The respondent is ordered to pay the applicant's costs of opposition to this application on Scale A.

DB DU PREEZ

Acting Judge of the High Court

Gauteng Division, Pretoria

Date of Hearing: 27 May 2025

Date of Judgment: 29 May 2025

Appearances:

For Applicant/Plaintiff:	W Bava
Instructed by:	Vezi & De Beer Inc
For the Respondent/Defendant:	T Roos
Instructed by:	Roos Van Dyk Attorneys Inc