

**REPUBLIC OF SOUTH AFRICA
IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, PRETORIA**

CASE Number: 2024/003355

(1) REPORTABLE: NO

(2) OF INTEREST TO OTHER JUDGES: NO

(3) REVISED: NO

15 August 2025

In the matters between:-

SB GUARANTEE COMPANY (RF) (PTY) LTD

Plaintiff

and

WENDY VIRGINIA JACKSON

Defendant

JUDGMENT

H F JACOBS, AJ

[1] This is an application for summary judgment. The defendant filed a supplementary affidavit resisting the summary judgment and seeks condonation for the late filing thereof. I am of the view that the supplementary answering affidavit must be received in evidence, as the claim concerns the defendant's possession of a primary residence and a request for the declaration of the property's executability.

[2] The plaintiff's claim concerns a debt owed under a loan repayable in monthly instalments. The loan is secured by a mortgage bond over the immovable property, for which a declaration of executability is sought. When the loan was initially granted, the monthly payment was less than R6,000, but the defendant

subsequently fell into arrears. Currently, the outstanding debt increases each month, accruing interest of more than R8,000, plus a monthly insurance premium. Due to the defendant's default in payment, the monthly instalment has now risen to R12,723, with an arrear amount of R216 914.90 as of 18 July 2025.

[3] It therefore seems that under the circumstances, the debt escalates monthly notwithstanding the agreement alleged and relied on by the defendant to which I will turn presently. The agreement the defendant alleges is that the plaintiff consented to her paying R5 000 per month, which she has done for many months, and undertakes to continue paying in future.

[4] In her supplementary answering affidavit and pleadings, the defendant states that an agreement exists, either tacitly reached or otherwise, whereby she would continue paying the sum of R5 000 per month with her child's financial assistance until she has secured employment.

[5] The plaintiff denies the existence of an express agreement and contends that there is no scope for a tacit agreement in this regard, referring to the terms and conditions contained in the contract documents attached to the particulars of claim. I must agree with the plaintiff's counsel that this is the correct position.

[6] Given the circumstances, I must conclude that the defendant has not demonstrated that a triable issue exists which would allow me to exercise my discretion in her favour and deny the plaintiff summary judgment. I arrive at this conclusion mindful that Mr Thobejane, on behalf of the defendant, submitted and urged me to find that the plaintiff lacks the necessary standing to claim the money allegedly owed under the loan. With all due respect, I cannot accept such a conclusion nor uphold the submission.

[7] Under the circumstances, I grant summary judgment as set out below:

1. Payment of R825,190.89;
2. Interest on R825,190.89 at a rate of 12,250% per annum calculated from 8 December 2023 until date of final payment, both days inclusive;

3. The property known as:
**ERF 1[...] B[...] H[...] EXTENSION 15 TOWNSHIP, REGISTRATION
 DIVISION J.R., PROVINCE OF GAUTENG, MEASURING 334
 SQUARE METRES, HELD BY DEED OF TRANSFER T36209/2016,
 SUBJECT TO THE CONDITIONS THEREIN CONTAINED**
 is declared specially executable;
4. An order authorising a writ of execution under Uniform Rule 46 read with Uniform Rule 46A for the attachment of the property;
5. The reserve price of the property concerned is determined at R600 000 for the sale in execution;
6. The Defendant's attention is drawn to section 129(3) of the National Credit Act 34 of 2005 that she may pay to the Plaintiff all amounts that are overdue together with the Plaintiff permitted default charges and reasonable taxed or agreed costs of enforcing the agreement prior to the sale in execution and transfer of the property, in order to revive the credit agreement, where the loan agreement has not been cancelled, as provided for in section 129(4) of the National Credit Act; and
7. Costs on a scale as between attorney and client.

H F JACOBS
ACTING JUDGE OF THE HIGH COURT
GAUTENG DIVISION, PRETORIA

Delivered: This judgment was handed down electronically by circulation to the parties' legal representatives by e-mail. The date and time for hand-down is on the 15th of August 2025 at 10h00.

DATE OF HEARING: 13 AUGUST 2025

DATE OF JUDGMENT: 15 AUGUST 2025

APPEARANCES

Attorneys for the Plaintiff :

Vezi De Beer Inc

Email: lizete@vezidebeer.co.za

Counsel for Plaintiff :

Adv K Reddy

Email: reddy@adv21.co.za

Attorney for Defendant :

Mr L Thobejane

Botha Massyn and Thobejane Attorneys

Email: leruma@bothamassyn.co.za