

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

**CASE NO: 2024-015245**

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

1 September 2025

WRIGHT J

  
SIGNATURE

In the matter between:

**MERCEDES BENZ FINANCIAL SERVICES (SA)(Pty) LTD**

**APPLICANT**

**and**

**EDWIN PALE**

**RESPONDENT**

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**JUDGMENT – WRIGHT J**

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**WRIGHT J**

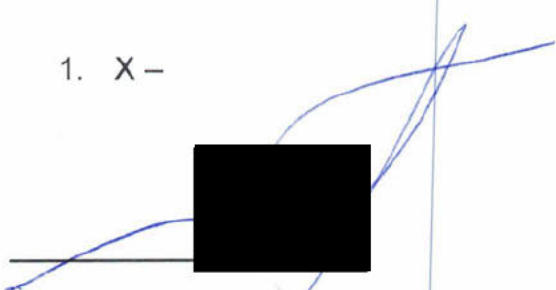
1. Mr Pale, the respondent bought a car from Mercedes, the applicant. Mercedes issued summons and after a plea was filed, Mercedes now seeks summary judgment for the return of the car.
2. Mercedes alleges short payment by Mr Pale and subsequent cancellation of the agreement by Mercedes. In a somewhat cryptic plea, Mr Pale alleges that the problem relates to the last, balloon payment. Mr Pale alleges that Mercedes unreasonably refuses to conclude a new agreement relating to the balloon payment.
3. In his affidavit resisting summary judgment, Mr Pale says that he paid the first 71 monthly payments. He says that under clause 4.1.2 of the agreement Mercedes was obliged to send him notice of their election to defer payment of the balloon amount. He says that Mercedes failed to do so. He says that Mercedes, through their representatives, in bad faith mislead him into thinking that he had to apply for refinancing. It would appear that he did, unsuccessfully. He says that he has in good faith paid a monthly amount since then as he wants to keep the car.
4. Correctly read, clause 4.1.2 allows the buyer to notify Mercedes of his intention to defer the last payment. It allows Mercedes then to elect whether or not to defer payment.
5. On Mr Pale's version he did not ask for deferral as he was told in bad faith by Mercedes that he had to ask for refinancing. On Mr Pale's documentation, this is not so. Mr Pale has misread clause 4.1.2. The correspondence relied on by Mr

Pale shows that he applied for a clause 4.1.2 deferral but that it was declined on 19 March 2024.

6. In my view, Mr Pale does not raise a triable issue on the pleadings and on the resisting affidavit. On the papers before me, the applicant is entitled to summary judgment.
7. At the hearing, Mr Pale appeared in person. He openly said that he owed R259 000. He said that he would pay R100 000 by this coming Friday.
8. Mr Pale said in argument, but not in his plea or resisting affidavit, that he paid R150 000 up front and that this should have reduced the balloon payment. The agreement shows that Mr Pale was credited on day one with R150 000. No defence is raised here.

**ORDER**

1. X –

  
GC WRIGHT

JUDGE OF THE HIGH COURT

GAUTENG DIVISION, JOHANNESBURG

HEARD : 1 September 2025

DELIVERED : 1 September 2025

**APPEARANCES :**

**APPLICANT**                      **Ms R Rasivhetshela**

**Instructed by**                      **Macrobert Inc**

[mbfsl@macrobert.co.za](mailto:mbfsl@macrobert.co.za)

**RESPONDENT**                      **In person**

**Instructed by**                      **Mokgehle Mohlala Attorneys**

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