

REPUBLIC OF SOUTH AFRICA



IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, JOHANNESBURG

Case Number: 2022/14268

(1)	REPORTABLE: YES / NO
(2)	OF INTEREST TO OTHER JUDGES: YES/NO
(3)	REVISED: YES/NO
24 Nov 2025	[Redacted Signature]
DATE	SIGNATURE

In the matter between:

SB GUARANTEE COMPANY (RF) (PTY) LTD

Applicant/Plaintiff

and

PERRONET DU PLESSIS

First Respondent/Defendant

CHARLENE LUCIA LATOYA DU PLESSIS

Second Respondent/Defendant

JUDGMENT

STEINBERG AJ

[1] The applicant seeks summary judgment against the respondents in terms of rule 32 in the amount of R495,496.47 and an order authorising a writ of execution in terms of rule 46 read with rule 46A for the attachment of property.

HISTORY

[2] This matter has a long and unhappy history in this court.

- [3] The respondents, Mr and Mrs Du Plessis, concluded a written home loan agreement with Standard Bank on 21 June 2017 in terms of which the Bank advanced the sum of R440,000 to Mr and Mrs Du Plessis. The principle debt was R445,985, to be repaid over 240 months in monthly instalments of, initially, R5,186.31.¹
- [4] On the same day, Mr and Mrs Du Plessis signed an indemnity in favour of the applicant, SB Guarantee Company (SB), indemnifying it against claims by Standard Bank arising from any default under the home loan, and including the right to realise the security afforded by a mortgage bond to be registered over the property for which the loan was secured.² Also on 21 June 2017, SB issued a guarantee to Standard Bank for Mr and Mrs Du Plessis's due and punctual payment under the home loan.³
- [5] The agreement between SB and Mr and Mrs Du Plessis was underpinned by a common terms agreement between SB and Standard Bank, concluded on 1 March 2015, in terms of which SB guaranteed the due and punctual payments of all sums due under home loans between Standard Bank and customers, provided that mortgage bonds were registered over the properties and that the customers indemnified SB against the Bank's claims against SB in respect of the home loans.⁴
- [6] On 11 August 2017, a mortgage bond was registered over the property in favour of SB for the sum of R440,000 and the additional sum of R110,000 as continuing covering security.⁵
- [7] Mr and Mrs du Plessis subsequently breached the terms of the home loan agreement by failing to pay their monthly instalments. They first failed to make the required monthly repayments on 20 July 2019, after which they made irregular payments. They have made no payments since 21 December 2021.

¹ Founding affidavit para 4 p.86-10 to 11. The home loan agreement is annexure "PoC1" to the PoC

² Founding affidavit para 7.5.3 p.86-20

³ Founding affidavit para 7.5.4 p.86-20

⁴ Founding affidavit para 7.5.1 p.86-19

⁵ Founding affidavit para 7.5.1 p.86-19

- [8] On 27 March 2022, SB sent a letter for demand calling on Mr and Mrs du Plessis to pay the full amount, which they failed to do. By 4 April 2022, arrears under the home loan were R49,350.37⁶ and the certificate of balance issued on that day was R495,496.27 plus interest, which is the amount SB seeks in the action.⁷
- [9] On 22 April 2022, SB issued summons. On 10 June, Mr and Mrs du Plessis delivered their plea. On 6 July 2022, SB served the summary judgment application, and Mr and Mrs du Plessis served their affidavit resisting summary judgment on 11 August 2022. On 12 October 2022, SB delivered its practice note, chronology and heads of argument. Mr and Mrs du Plessis failed to deliver theirs by the due date, 26 October 2022, but failed to do so. This triggered a series of hearings before this court:
- 9.1. The matter came before Manoim J on 21 August 2023. Mr and Mrs du Plessis were accompanied by their “private investigator” Ms Martin, who attempted to represent them. Manoim J explained that she was not entitled to do so. He granted SB an order to deliver their heads of argument, practice note and chronology within 10 days, failing which, their defence would be struck out.⁸
 - 9.2. Mr and Mrs du Plessis did not comply with the order of Manoim J, and SB applied to strike out their defence. The matter came before Mahomed J on 19 October 2023, granted the order⁹. Ms Martin who was again informed by Mahomed J that she was not entitled to represent Mr and Mrs du Plessis.
 - 9.3. SB enrolled the application for summary judgment on the opposed motion roll for 11 March 2024. The matter came before Bokako J on 13 March 2024. Once again, Ms Martin arrived and was told by Bokako J that she could not represent Mr and Mrs du Plessis. Bokako J postponed the matter

⁶ Founding affidavit para 7.6 p.86-21

⁷ Founding affidavit para 7.7 p.86-11

⁸ p 017-11

⁹ p 000-1

to 27 May 2024 to give Mr and Mrs du Plessis another chance to pay their arrears.¹⁰

9.4. Mr and Mrs du Plessis then served another notice of intention to oppose the summary judgment application and a “replying affidavit” (in addition to the affidavit resisting summary judgment).¹¹

9.5. On 27 May 2024, the matter came before Opperman J on the unopposed motion roll (on account of the order of Mohamed J striking out the defence). Opperman J took the view that the opposing affidavit was still valid and that the matter should be heard in the opposed motion court.¹²

9.6. Mr and Mrs du Plessis uploaded their heads of argument on 19 August 2024.

9.7. The matter was enrolled for 11 November 2024 and then for 3 February 2025 but, for reasons I am unable to discern, was not heard on either occasion.¹³

9.8. The matter was placed on my role for 26 October 2025.

[10] Running in parallel with these applications, were a number of urgent applications brought by Mr and Mrs du Plessis. The contents of these applications are not clear from the record, but appear to relate to various allegations irregularities in the summary judgment application, which I consider in this section below as part of their defence. These include

10.1. An urgent application that Maier-Frawley J dismissed for lack of urgency on 17 November 2022. Mr and Mrs du Plessis were advised to seek legal representation as Ms Martin was not entitled to represent them.¹⁴

¹⁰ Applicant's heads of argument paras 6.12 – 6.13 p.86-14

¹¹ p.079-080

¹² p.000-7

¹³ Applicant's heads of argument 6.15 – 6.16 p.086-50

¹⁴ Applicant's heads of argument para 6.19 pp.86-15 to 86-16

10.2. An urgent application against SB and FirstRand Bank that Dippenaar J dismissed for lack of urgency on 6 April 2023. Once again, Mr and Mrs du Plessis were advised to seek legal representation.¹⁵

10.3. An urgent application on 11 April 2023,¹⁶ and another on 22 August 2023,¹⁷ both of which were dismissed for lack of urgency.

10.4. On 19 October 2023, when Mohamed J ordered the striking out of the defence, he also dismissed a rule 30 application which Mr and Mrs du Plessis had brought in respect of various "*irregular proceedings*".¹⁸

THE DEFENCES

[11] In preparing for the hearing, it was apparent that Mr and Mrs du Plessis did not have legal representation and that it was likely that they would bring Ms Martin to represent them, notwithstanding having been told by multiple judges that she was not entitled to do so. Accordingly, I notified the parties on 10 October 2025 that Ms Martin would not be allowed to address the court and that the matter would not be postponed on account of Mr and Mrs du Plessis being unprepared to address the court. On 14 October 2025, I emailed the parties to enquire whether Mr and Mrs du Plessis needed a Legal Aid representative. However, no response was received. Both these communications appear in the notes on the CaseLines file.

[12] Mohamed J struck out Mr and Mrs du Plessis's defences in the summary judgment application on 19 October 2023. I nevertheless attempt to evaluate their defences because one, Mr and Mrs du Plessis are unrepresented and two, they make various allegations of dishonesty and fraud. It is unfortunately difficult to understand either the plea or the affidavit opposing summary judgment, as they were apparently drawn up without the assistance of a legal representative.

¹⁵ Applicant's heads of argument para 6.20 p 086-16

¹⁶ Applicant's heads of argument para 6.21 p 086-16

¹⁷ Applicant's heads of argument para 6.22 p 086-16

¹⁸ Applicant's heads of argument para 6.25 p 086-17

I considered them together with Mr du Plessis's oral submissions when the matter came before me on 28 October 2025.

- [13] In the plea, Mr and Mrs du Plessis admit that they concluded the home loan agreement with Standard Bank and confirm the home loan account number,¹⁹ the principle debt and required monthly instalment, and the receipt of the default notice.²⁰ They deny any breach of the home loan agreement.

SB Guarantee's standing

- [14] Mr and Mrs du Plessis's first bucket of defences concerns the role of SB in the agreements underlying the action and its standing in the litigation. They allege that SB does not have locus standi in this matter because the home loan they concluded was with Standard Bank. They say that they were unaware of the common terms agreement between SB and Standard Bank concluded on 1 March 2015. They further allege that SB has no right to "extort money" from them on behalf of Standard Bank²¹ They say that they are "without their knowledge being indebted to both Standard Bank of South Africa and SB Guarantee (RF) (*Proprietary*) Limited simultaneously".²² They compare SB and Standard Bank's lending and guarantee practices as "*similar in nature to a mafia/syndicate type of lending process which is designed to extort money from [them], who at the end of the day, is brought under the illusion of becoming a homeowner, but remains indebted to both parties for ever.*"²³ Finally, they complain that SB had removed Standard Bank as the second plaintiff in one of the interlocutory applications that they had brought.²⁴

- [15] The triad of agreements between Mr and Mrs du Plessis, Standard Bank and SB are described at paragraphs 3 to 6 above. Mr and Mrs du Plessis appear not to appreciate that, for all intents and purposes, SB stepped into the shoes of

¹⁹ Plea para 4 p004-6

²⁰ Plea para 8.12 p004-9

²¹ Respondents' heads of argument para 5 p87-3/4.

²² Respondents' heads of argument para 18 p 87-7

²³ Respondents' heads of argument para 26 p 87-10

²⁴ Respondents' heads of argument para 2 p 87-3

Standard Bank vis-à-vis the home loan agreement by virtue of the indemnity and mortgage agreements, which Mr and Mrs du Plessis signed (read together with the common terms agreement between SB and Standard Bank). These agreements collectively entitle SB to recover the amounts that Mr and Mrs du Plessis owe in terms of the home loan agreement they concluded with Standard Bank. They are indebted only to SB and are not doubly indebted to both SB and Standard Bank, and their indebtedness to SB is no more than it would have been to Standard Bank, has SB not been involved in the arrangement. In addition, there was no need to join Standard Bank as a second plaintiff, and nor would it have assisted them, as SB had stepped into their shoes regarding the contractual arrangements with Mr and Mrs du Plessis.

Two mortgage bonds and two properties

[16] Another alleged irregularity that Mr and Mrs du Plessis raise as a defence is that two mortgage bonds were registered as security, instead of one. However, it is clear from the particulars of claim and annexure "POC2",²⁵ as well as the confirmation from the Deeds Office Property Report²⁶ that there is only one mortgage bond registered over the property. That is the mortgage bond registered on 11 August 2017 in favour of SB.

[17] Mr and Mrs du Plessis also contend that the action concerns two properties. This is not the case. The confusion might lie in the fact that the address of their chosen domicilium for the purposes of the loan agreement, mortgage bond and indemnity is different to the address of the bonded property against which SB is claiming execution.²⁷

NCA and related matters

[18] The next bucket of defences concerns SB's alleged failure to implement appropriate dispute resolution processes and to comply with the requirement of delivering a default notice in terms of the National Credit Act 34 of 2005 ("NCA").

²⁵ p.001-64 to 001-70

²⁶ Annexure "SBGC3" p 005-6aa

²⁷ Founding affidavit para 25 p 005-6i

- [19] Standard Bank did in fact attempt to reach an arrangement with Mr and Mrs du Plessis in respect of their arrears. Attached to the founding affidavit is a printout of a record of Standard Bank's account management and electronic communications capturing system as of 29 June 2022. The printout shows both successful and unsuccessful calls from the Bank to Mr and Mrs du Plessis, three undertakings on their part to make repayments and bring the account up to date, seven invitations to submit an application to the bank which could result in a re-spread of the arrears on the account, two invitations to participate in the Bank's EasySell programme, four payment arrangements offered, and so-on.²⁸
- [20] Even after instituting the action, SB continued to explore settlement options with Mr and Mrs du Plessis. These were to no avail, ending with a letter from a representative of Mr and Mrs du Plessis to SB saying that they have no intention of considering alternative settlement options.²⁹
- [21] Mr and Mrs du Plessis appear to contend that SB has failed to prove that the default notice was actually delivered to them. However, it is apparent from the tracking report³⁰ that Standard Bank took the steps necessary in terms of the NCA to bring the default notice to the attention of Mr and Mrs du Plessis. These include sending the notice by registered mail to the correct branch of the Post Office (in relation to Mr and Mrs du Plessis's chosen domicilium) as well as to the bonded property address.³¹
- [22] There is accordingly no merit in the defences regarding the NCA and related matters.

Changing monthly instalments

- [23] Mr and Mrs du Plessis's next defence is that the required monthly instalments, which were debited from the account they nominated, changed over time.

²⁸ Founding affidavit para 28.1 pp 005-6j to 6k and "SBGC4"

²⁹ Founding affidavit para 28.2 p 005-6k to 6l

³⁰ "POC9C" p 001-115

³¹ Founding affidavit paras 29 – 30 pp 005-6l to 6m and annexures "POC9a" and "POC9b"

[24] The home loan agreement makes provision for the change in the amounts of the monthly instalments,³² including where they are affected by non-payment on the part of the borrower. Mr and Mrs du Plessis first failed to make the required monthly repayments on 20 July 2019, and as the account fell further into arrears, the monthly instalments increased. There have been no payments since 21 December 2021. The irregular payments resulted in the constant change of the monthly instalments amount, which³³ are set out in the statement of account attached to the particulars of claim as "POC10".³⁴

[25] The changing monthly instalments accordingly do not amount to an irregularity.

The Opperman J order

[26] In his oral submissions, Mr du Plessis claimed that the order of Opperman J of 27 May 2024 means that the matter should go to trial, and that they have to date been deprived of their trial.

[27] The order of Opperman J reads as follows:

- "1. The matter is postponed to be placed on the opposed motion roll on 11 November 2024.
2. *Costs are reserved.*"

[28] As I explained to Mr du Plessis during the hearing, Opperman J did not order that the matter should go to trial, but rather that it should be placed on the opposed motion roll. SB had placed the matter on the unopposed roll after Mohamed J struck out the defence. The subsequent order of Opperman J meant that, instead of the summary judgment being determined on an unopposed basis, it would be heard on an opposed basis in motion court. That is the purpose of the current hearing and judgment.

[29] Related to this was the question of whether the action had prescribed. Mr du Plessis suggested that, since it has been so many years since summons was

³² "POC1" clause 10.5 p 001-57

³³ Founding affidavit para 32 p 005-6m

³⁴ p 001-119 to 001-121

issued, SB were not entitled to pursue their claim. However here has been ongoing litigation since the summons was issued, mainly at Mr and Mrs du Plessis's behest, and there is no question of the claim in the action having prescribed.

Tampering with CaseLines

[30] The next defence Mr du Plessis raised in his oral submissions concerns allegations that SB, in collusion with the Registrar of this court, tampered with the CaseLines files in this matter. He alleged that affidavits, three notices of intention to oppose, a practice note, short heads of argument, and an order of court had been removed from the roll, a concern he had reported to the Chief Justice. He was particularly concerned that the plea that is uploaded on the CaseLines file at section 004 is in fact the correct plea.

[31] I undertook to investigate whether there was any tampering with the documents on CaseLines. My registrar made the relevant enquiries with the CaseLines administrators, who confirmed that there was no evidence of tampering. In any event, my judgment is based on the affidavits filed in terms of Rule 32, with reference to the pleadings. The "replying affidavit" of Mr and Mrs du Plessis is of no consequence, as rule 32 permits the respondents to file only one affidavit, which they did. Mr du Plessis did not allege that the founding affidavit or the affidavit resisting summary judgment had been tampered with in any way. Accordingly, this matter was decided on the basis of documents that Mr du Plessis did not place in contention.

Conclusion on the defences

[32] The purpose of Rule 32 is to prevent a plaintiff's claim from being delayed by what amounts to an abuse of the process of the court. The plaintiff is allowed to apply for judgment to be entered summarily against the defendant, thus disposing of the matter without putting the plaintiff to the expense of a trial. The procedure is not intended to shut out a defendant who can show that there is a

triable issue applicable to the claim from placing his or her defence before the court.³⁵

[33] SB first issued summons in April 2022. Mr and Mr du Plessis have been unable to meet their monthly repayments regularly since July 2019; they have made no payments since 21 December 2021. They have been given countless opportunities by SB and this court to pay the arrears, but are unable to do so. I carefully have worked through their various defences and find that Mr and Mrs du Plessis have not raised any triable issue.

[34] Accordingly, the summary judgment application must succeed.

CLAIM FOR EXECUTION

[35] I am satisfied that SB has met the requirements of Rule 46A. The initial reserved price that SB suggested in the founding affidavit was not calculated in terms of the "Opperman formula". SB have subsequently corrected that calculation and I am satisfied that it was made in accordance with the practices of this court.

[36] The current market value of the property is R580,000 and the current forced sale price is R420,000. These values are contained in a sworn valuation report attached to the founding affidavit marked "SBG67", which is dated 7 March 2022.³⁶ The calculation takes the average between those two prices and deducts from it the amount of R45,048.45 owing to the local authority, which appears from the rates and taxes statement dated 10 February 2022.³⁷ The amount owing on the mortgage bond as of 4 April 2022 is R495,496.47, together with interest, as reflected in the certificate of balance marked "SBGC9".³⁸ The reserve price is set at R409,433.31, which represents the average between market value and the forced sale value, reduced by the amounts outstanding to the municipality.

³⁵ *Majola v Nitro Securitisation 1 (Pty) Ltd* 2012 (1) SA 226 (SCA) at 232F–G.

³⁶ pp 005-6bg to 005-6bj

³⁷ "SBGC10" pp 005-6br to 005-6bs

³⁸ p 005-6bq

[37] I am also satisfied that Standard Bank and SG have made sufficient attempts to prevent execution, as outlined above, and that Mr and Mrs du Plessis cannot make the necessary repayments.

Order

Summary judgment is granted against the first and second respondents jointly and severally, one paying the other to be absolved. as follows:

(1) Payment of the amount of R 495,496.47.

(2) Interest on the amount above at the rate of 10.35% per annum from 4 April 2022 to date of payment, both dates inclusive.

(3) The immovable property,

ERF 676 ENNERDALE EXTENSION 1 TOWNSHIP, REGISTRATION DIVISION IQ, PROVINCE OF GAUTENG, MEASURING 325 (THREE HUNDRED AND TWENTY FIVE) SQUARE METRES, HELD BY DEED OF TRANSFER NUMBER T30983/2017, SUBJECT TO THE CONDITIONS THEREIN CONTAINED,

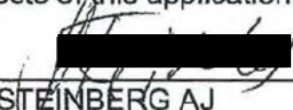
is declared specifically executable for the aforesaid amounts.

(4) The issuing of a writ of execution in terms of rules 46 and 46A of the Uniform Rules of Court for the attachment of the property is authorised.

(5) A reserve price of R409 433.31 is set for the sale of the property at the sale in execution.

(6) The respondents' attention is drawn to Section 129(3) of the National Credit Act 34 of 2005 ("the NCA") which provides that they may, before the home loan agreement has been cancelled, prevent the sale of the property by paying the applicant all amounts that are overdue, together with the applicant's prescribed default administration charges and reasonable costs of enforcing the home loan agreement prior to the sale in execution and transfer of the property.

(7) The respondents are ordered to pay the costs of this application.


CA STEINBERG AJ
Acting Judge of the High Court
Gauteng Division, Johannesburg

Counsel for the applicant: QM Dzimba

Instructed by Pagden Inc

Counsel for respondents : self-represented

Date of hearing: 27 October 2025

Date of Judgment: 24 November 2025