

REPUBLIC OF SOUTH AFRICA



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

Case Number: 2020-3649

(1)	REPORTABLE: NO
(2)	OF INTEREST TO OTHER JUDGES: NO
(3)	REVISED: YES
18 January 2026	
DATE	SIGNATURE

In the matter between:

THE STANDARD BANK OF SOUTH AFRICA LIMITED

Applicant

and

JEROME MARANG

Respondent

This Judgment is handed down electronically by circulation to the applicant's legal representatives and the respondent by email, publication on Case Lines. The date for the handing down is deemed to be 18 January 2026.

LEAVE TO APPEAL JUDGMENT

MUDAU, ADJP

Introduction

- [1] This is an application for leave to appeal brought by the applicant, Mr Jerome Marang ("the respondent" in the main application), against the judgment and order

of this court, handed down on 21 November 2025 ("the judgment"). In terms of that judgment, default judgment was granted in favour of the respondent, the Standard Bank of South Africa Limited ("the applicant in the main application"), for payment of the sum of R570 397.60, interest, and costs. Furthermore, the immovable property described therein was declared specially executable, subject to a reserve price of R1 000 000.

- [2] The respondent now seeks leave to appeal the entire judgment. The applicant opposes the application. The citations were retained for convenience.
- [3] The factual matrix is set out in the judgment and need not be repeated in detail. In summary: On 27 January 2005, the parties entered into a written home loan agreement, in terms of which the applicant advanced a loan of R520 000 to the defendant, secured by a mortgage bond over the immovable property.

The Grounds for Leave to Appeal

- [4] In his application and heads of argument, the respondent's grounds of appeal can be distilled as follows: The court erred in finding that his defence regarding the invalidity of the loan agreement was vague and unsupported by evidence. The court erred in finding that he was in breach of the agreement, contending that an invalid agreement cannot be breached. The court erred in finding that the summons and application for default judgment were properly served on him. The court erred in finding that the immovable property was no longer his primary residence. The court erred in granting the monetary judgment, declaring the property executable, and awarding costs on an attorney-client scale.

The Legal Framework for Leave to Appeal

- [5] The test for granting leave to appeal is set out in section 17(1) of the Superior Courts Act¹. Leave may only be granted where the judge or judges concerned are of the opinion that:(a) the appeal would have a reasonable prospect of success; or(b) there is some other compelling reason why the appeal should be heard.

¹ 10 of 2013.

- [6] The threshold under section 17(1)(a)(i) is not merely whether there is a possibility of success, but whether there is a sound, rational basis for concluding that there is a reasonable prospect that another court would come to a different conclusion. The bar has been raised, and mere arguability is no longer sufficient.²

Evaluation

- [7] The validity and breach of the loan agreement. The respondent's central contention is that a fingerprint verification in 2018 revealed a "verification problem," which, he argues, rendered the loan agreement invalid from the outset. He asserts that this electronic evidence was before the court and that the court erred by not verifying it or referring the matter to trial.
- [8] The court, in the judgment, carefully considered this defence. It noted that the defendant's allegations were vague and unsupported by concrete evidence demonstrating how the purported verification issue invalidated a loan agreement concluded in 2005, under which he had accepted and utilised funds and made repayments for years. The respondent failed to provide any legal authority or factual basis to show that the alleged administrative verification issue retrospectively nullified the contract.
- [9] Furthermore, the court considered the respondent's conduct, including his failure to object to the extended loan term (evidenced by his own annexed correspondence from 2015) and his continued engagement with the account. The finding that the respondent failed to establish a bona fide dispute of fact on this issue was a factual and evaluative conclusion that was open to the court based on the papers.
- [10] The respondent's proposition that "an invalid agreement cannot be breached" is a legal truism, but it presupposes the agreement is indeed invalid. The court found, on a balance of probabilities, that he had not discharged the burden of proving invalidity. His attempt to reargue this factual finding does not disclose a

² The Mont Chevaux Trust v Tina Goosen 2014 JDR 2325 (LCC); Smith v S 2012 (1) SACR 567 (SCA).

reasonable prospect that an appeal court would interfere with the trial court's assessment of the evidence.

Service of Process

- [11] The respondent challenges the service of the summons and the default judgment application. The judgment records the steps taken by the plaintiff, including the obtaining of an order for substituted service, and the evidence demonstrating that the defendant ultimately received the papers and fully participated in the proceedings by filing an answering affidavit and opposing the matter.
- [12] A key purpose of service is to bring proceedings to the attention of a respondent. Where a defendant, as here, receives the papers and avails himself of the opportunity to oppose, he suffers no prejudice. Technical challenges to service in such circumstances are unlikely to vitiate the proceedings. The court's findings on service were based on the evidence before it, including the sheriff's returns and the defendant's own admissions of awareness. No arguable error of law or fact has been shown.

Primary Residence and Executability

- [13] The respondent disputes the finding that the property was not his primary residence, relying on the sheriff's return, which referred to a "Mrs Gigaba" as the current occupier. He denies such a person exists.
- [14] The court's finding was based on the sheriff's return, which constituted prima facie evidence of the facts recorded therein. The respondent's bare denial, without providing contrary objective evidence (such as a sworn statement from a current occupier or compelling proof of his continuous, exclusive residence), was insufficient to create a genuine dispute of fact warranting referral to trial. The assessment of this evidence was within the purview of the trial court.
- [15] Regarding executability, the court conducted the mandatory Rule 46A analysis. It considered the profound negative equity in the property (due to the significant municipal debt), the lack of evidence that the respondent could satisfy the judgment from other assets, and the constitutional context. The decision to grant

executability, subject to a reserve price significantly higher than the plaintiff's suggested figure, was a careful exercise of the court's discretion, considering all relevant circumstances, including the defendant's interests. The respondent has not demonstrated that this exercise of discretion was vitiated by any misdirection or that the result is so unreasonable that another court would set it aside.

Monetary Judgment and Costs

[16] The monetary judgment was based on the certificate of balance clause in the agreement and the supporting financial records provided by the applicant. The defendant's general denials did not place the quantum in genuine dispute. The award of costs on an attorney-client scale is conventional in matters based on mortgage agreements containing such a clause and where a default judgment is sought. No grounds have been advanced to suggest this was an erroneous exercise of discretion.

Conclusion on Prospects of Success

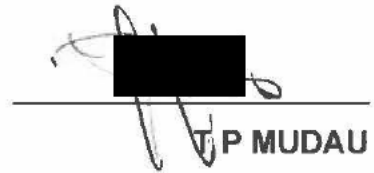
[17] Having considered the grounds of appeal, the judgment, and the record, I am not persuaded that the appeal would have reasonable prospects of success. The judgment applied settled legal principles to the facts before it. The respondent seeks, essentially, to re-litigate the factual findings and the exercise of the court's discretion, without identifying a clear error of law or a decisive factual misapprehension that another court would likely correct.

[18] Furthermore, there is no "other compelling reason" within the meaning of section 17(1)(a)(ii) for the appeal to be heard. The issues raised are fact-specific and do not involve a point of law of significant public importance, nor do they concern a potential injustice so grave as to warrant an appeal in the absence of strong prospects of success.

Order

[19] In the result, the following order is made:

1. The application for leave to appeal is dismissed.
2. The applicant is to pay the costs of this application on the scale as between attorney and client.



T P MUDAU

**ACTING DEPUTY JUDGE PRESIDENT OF THE HIGH COURT
GAUTENG DIVISION, JOHANNESBURG**

Appearances

For the Applicants	:	Adv M Rakgoale
Instructed	:	Vezi & De Beer Incorporated
For the Respondent	:	In Person
Instructed	:	None
Date of hearing	:	16 January 2026
Date of Judgement	:	21 January 2026