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

CASE NO: 2021-9698

DELETE WHICHEVER IS NOT APPLICABLE
(1) REPORTABLE: YES/**NO**
(2) OF INTEREST TO OTHER JUDGES: YES/**NO**
(3) REVISED:
23/02/2026 [redacted]
DATE SIGNATURE

In the matter between:

SB GUARANTEE COMPANY (RF) PROPIETORY LIMITED Applicant

and

MUZOMUHLE PROMISE THANGO Respondent

This Judgment was handed down electronically and by circulation to the parties' legal representatives by way of email and shall be uploaded on caselines/courtonline. The date for hand down is deemed to be on 23 February 2026.

JUDGMENT

MOGOTSI AJ

Introduction

[1] This matter is an application for summary judgment brought by the applicant against the respondent for payment of R506,701.89 plus interest. The applicant sought to enforce the indemnity agreement and execute against the respondent's immovable property.

Background

[2] The respondent obtained a home loan from Standard Bank in 2017, secured by a mortgage bond over the property. The respondent further signed an indemnity agreement in favour of Standard Bank and the applicant, and she is also the assignee under the indemnity agreement. The respondent defaulted on the loan, leading to the institution of action proceedings against her.

The law

[3] To resist summary judgment, in their opposing affidavit, the defendants must merely depose to facts that, if proved at trial with admissible evidence, would constitute a defence to the plaintiff's action.[1]

[4] The court must guard against the abuse of the summary judgment procedure. The procedure is not intended to deprive a defendant of their constitutional right to a fair trial but rather to prevent frivolous or vexatious defences that serve only to delay the resolution of the matter.

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[1] *Standard Bank of SA Ltd* v *Friedman* 1999 (2) SA 456 (C) at 462G.

[5] The respondent is resisting the summary judgment on the following grounds: The respondent contends that Standard Bank failed to conduct a proper affordability assessment, the clauses in the home loan and indemnity agreements are unlawful as they circumvent the National Credit Act 34 of 2005[2] (the NCA), the address written in the summons was wrong, and she did not receive proper demand.

[6] Conversely, the applicant asserted that it is not a credit provider under the NCA, and it is enforcing an indemnity agreement, not the original credit agreement with Standard Bank; the indemnity is not a "credit agreement" as defined by the NCA, therefore reckless credit provisions is not applicable, Finally, the applicant contends that raising these defences after such a considerable time is a delaying tactic.

Analysis

[7] The matter involves the enforcement of an indemnity agreement, not the original credit agreement with Standard Bank. I am persuaded by the applicant's counsel that section 90 of the NCA does not apply to it.

[8] While the address in the particulars of claim was incorrectly captured, the demand was validly sent to the address specified in the indemnity agreement and was personally served on the respondent, which she admits.

[9] The rationale for summary judgment is to prevent recalcitrant debtors from delaying payment where no genuine defence exists.[3]

[10] This brings me to the respondent's substantive defences, viz, reckless credit, unlawful agreement. The fact that the respondent raised these defences after the lapse of a considerable time, with regard to the date of the conclusion of an indemnity agreement in *casu,* renders them opportunistic and do not meet the *bona fide* threshold.

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[2] National Credit Act 34 of 2005

[3] Absa Bank Ltd v Peacock & Another [2020] ZAWCHC 154.

[11] The applicant's counsel generously and selflessly abandoned the issue of executability.

Order

[12] Consequently, I therefore make the following order:

1. The draft order marked "X" is made the order of the court.

[redacted]

P J M MOGOTSI

ACTING JUDGE OF THE HIGH COURT

GAUTENG LOCAL DIVISION, JOHANNESBURG

Appearances

Counsel for applicant:	Adv. N. Khumalo
	noxolokhumalon@gmail.com
Attorney for applicant:	Van Hulstyens Attorneys
Respondent in person	

Date heard: 16 February 2026

Date of Judgment: 23 February 2026

Mogotsi 23/02/2026

IN THE HIGH COURT OF SOUTH AFRICA

GAUTENG LOCAL DIVISION, JOHANNESBURG

CASE NUMBER: 9698/2021

In the matter between:

Before the Honourable Judge MOGOTSI

Heard on 16 FEBRUARY 2026

SB GUARANTEE COMPANY (RF) PROPRIETARY LIMITED	Applicant/Plaintiff
(Registration Number: 2006/021576/07)	
and	
MUZOMUHLE PROISE THANGO	Respondent / Defendant
(Identity Number: 730328 5436 086)	

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG LOCAL DIVISION,
JOHANNESBURG
Private Bag X7, Johannesburg 2000
2026 -02- 23
GLD-JHB-006
REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG LOCAL DIVISION,
JOHANNESBURG

*This order is made an order of Court by the Judge whose name is reflected herein, duly stamped by the Registrar of the Court and is submitted electronically to the parties/legal representatives by email. The date of this order is deemed to be **23 February 2026.***

ORDER

HAVING read the papers, having heard the parties and having considered the documents filed of record in the application, summary judgment is granted against the Respondent, in favour of the Applicant for:

1. Payment of the amount of R **506 701.89 (FIVE HUNDRED AND SIX THOUSAND SEVEN HUNDRED AND ONE RAND AND EIGHTY NINE CENTS)**

23/02/26

2. Interest on the amount referred to immediately above at the rate of **8.130%** per annum from **15 FEBRUARY 2021** to date of payment both dates inclusive;

3. That the immovable property described as:

A UNIT CONSISTING OF –

(a) Section No. 6 AS SHOWN AND MORE FULLY DESCRIBED ON SECTIONAL PLAN NO. SS351/2007, IN THE SCHEME KNOWN AS SUNSET GARDENS IN RESPECT OF THE LAND AND BUILDING OR BUILDINGS SITUATED AT NATURENA EXTENSION 7 YWONSHIP, LOCAL AUTHORITY: CITY OF JOHANNESBURG OF WHICH SECTION THE FLOOR AREA, ACCORDING TO THE SAID SECTIONAL PLAN, IS 71 (SEVENTY ONE) SQUARE METRES IN EXTENT; AND

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
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GAUTENG LOCAL DIVISION,

(b) AN UNDIVIDED SHARE IN THE COMMON PROPERTY IN THE SCHEME APPORTIONED TO THE SAID SECTION IN ACCORDANCE WITH THE PARTICIPATION QUOTA AS ENDORSED ON THE SAID SECTIONAL PLAN.

HELD BY DEED OF TRANSFER NUMBER ST7253/2018 AND SUBJECT TO SUCH CONDITIONS AS SET OUT IN THE AFORESAID DEED.

("the Property") be declared executable for the aforesaid amounts;

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
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4. Cost of suit on the attorney and client scale.

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GAUTENG LOCAL DIVISION,
JOHANNESBURG

BY ORDER OF COURT

REGISTRAR

23/02/26
XN

FOR THE APPLICANT: NOXOLO KUMALO

Applicant`s Counsel

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23/02/26
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