IN THE HIGH COURT OF SOUTH AFRICA

GAUTENG DIVISION, JOHANNESBURG

CASE NO: 034947/2023

DATE: 11.02.2026

DELETE WHICHEVER IS NOT APPLICABLE
(1) REPORTABLE: NO
(2) OF INTEREST TO OTHER JUDGES : NO
(3) REVISED

[redacted]

SIGNATURE DATE: 11 February 2026

In the matter between

QUEREVILLE TRADE AND INVESTMENTS
t/a CALTEX WESTON MOTORS Excipient

and

NEDBANK LIMITED Plaintiff

J U D G M E N T *EX TEMPORE*

WILSON, J: The excipient, Caltex, takes exception to particulars of claim delivered by the plaintiff, Nedbank. The particulars make out two enrichment claims relating to payment services Nedbank provided to Caltex through an intermediary known as EasyPay.

Nedbank agreed with Caltex to provide card payment services. Payments made by Caltex's customers via a card machine would be collected by Nedbank or its intermediary EasyPay and paid over to Caltex in the manner stipulated in the agreement. Nedbank says that during the period of 8

December 2021 to 14 August 2022 it collected payments on Caltex's behalf, but paid Caltex double the amount that was due to Caltex under the terms of the card services agreement. On the basis of that factual allegation two unjustified enrichment claims were advanced.

The first is a claim for enrichment *sine causa*. Nedbank says that it made payments in the sum R1 918 917.03 to Caltex in error. The error was that Nedbank did not know that the amounts had already been paid over to Caltex by EasyPay. On that basis, at paragraphs 11 to 13 of the particulars of claim, Nedbank says that Caltex was enriched at its expense without legal cause.

An alternative claim based on the *condictio indebiti* is advanced at paragraphs 14 to 19 of the particulars of claim. There the cause of the payments in the alternative is alleged to have been the *bona fide*, reasonable but erroneous belief that Caltex had not yet received payment through Nedbank's intermediary, EasyPay.

Either way the nub of the case is that Caltex received double what it should have done under the agreement that it concluded with Nedbank.

It was initially difficult to understand what the basis of the exception was. The primary basis on which the exception was advanced is that the allegations as I have set them out disclose no cause of action. They plainly do. The cause of action is unjustified enrichment in either one of the forms I have set out. If I can understand what the cause of action is, Caltex should have no difficulty. In those circumstances, I fail to see on what basis Nedbank can be suggested not to have made out a cause of action.

The second suggestion appears to be that Caltex is embarrassed in the sense that it does not know how to plead, because it is unsure of the status of EasyPay, the intermediary through which Nedbank provided the card payment services under the agreement. I struggled to ascertain the relevance of EasyPay's status. Its role in the agreement between Nedbank and Caltex is set out clearly in the particulars of claim.

Mr Braga, who appeared for Caltex, suggested that it is not clear from the particulars of claim whether the suggestion is that the amounts allegedly paid in error are due to be repaid to EasyPay or to Nedbank. But it is clear enough to me that the claim is that the payments made in error are owed to Nedbank, not to EasyPay. The claim is that Nedbank made the payments believing that EasyPay had not already done so. Mr Braga raised the possibility that in fact some of the payments may have been made by Nedbank before EasyPay made them, in which case the amounts would be due to EasyPay and not Nedbank. As I put to him during argument, that sounds to me like the basis of a plea. It does not establish that Caltex is any way hampered in pleading to Nedbank's case.

I could not discern anything else in the papers that would establish the basis for an exception. Given the clarity and simplicity of Nedbank's particulars of claim, I am satisfied that the exception should never have been taken. There will be a costs order against Caltex, but given straightforwardness of this case, I think the ordinary party and party costs order will be sufficient.

The exception is dismissed with costs.

[redacted]

WILSON, J
JUDGE OF THE HIGH COURT
11 February 2026