IN THE HIGH COURT OF SOUTH AFRICA
MPUMALANGA DIVISION, MBOMBELA (MAIN SEAT)

CASE NO: 2676/ 2025

(1) REPORTABLE: YES/NO
(2) OF INTEREST TO OTHER JUDGES: YES/NO
(3) REVISED: YES/NO

4/3/2026 [redacted]

DATE SIGNATURE

In the matter between:

KHULUBUSI LAMI INVESTMENTS (PTY) LTD **FIRST APPLICANT**

TIP TOP SUPPLIERS CC **SECOND APPLICANT**

and

MEC FOR THE DEPARTMENT
OF SOCIAL DEVELOPMENT **RESPONDENT**
MPUMALANGA PROVINCIAL GOVERNMENT

This judgment was handed down electronically by circulation to the parties and/or their representatives by email. The date and time for hand-down is deemed to be 4th March 2026 at 10h00.

JUDGMENT

Nsibande AJ

Introduction

[1] This is an application for a Summary Judgment against the Respondent. The application emanates from services rendered by the Applicants at the request of the Respondent.

[2] The Applicants alleged that the Respondent, in its plea, has failed to raise a *bona fide* defence to its claim. The Respondent alleges that it has raised a *bona fide* defence to the Plaintiff's claim.

Background

[3] Sometime in July 2022 the Plaintiffs and the Respondent entered into an agreement for the delivery of certain goods. The goods were procured by the Defendant through a system known as a Request for Quotation (hereinafter referred to as the RFQ), on behalf of three local municipalities: Umjindi Local Municipality, Emakhazeni Local Municipality, and Steve Tshwete Local Municipality.

[4] The Plaintiffs responded to the RFQ as advertised by the Respondent and were favoured, and as a result, were duly appointed to provide the services required.

[5] Upon delivery of the goods and services procured, sometime in August 2022, the Plaintiffs issued invoices to the Respondent as follows:

5.1	Umjindi Local Municipality	:	R 155 998.00
5.2	Emakhazeni Local Municipality	:	R485 464.06
5.3	Steve Tshwete Local Municipality	:	R 291 883.81
	Total		**R 933 345.87**

[6] The Plaintiffs demanded payment of the total amount of the issued invoices.

[7] The Respondent, in a letter dated 28 April 2023, responded to the demand, in particular paragraphs 3 and 4 thereof, which read as follows:

> "3. We confirm that the Department received three invoices referred to in paragraph 4.1.1. of your Section 3 Notices, from your client for payment with regard to the services rendered.
>
> 4. According to our records, all three invoices were attended to and therefore, respective payments (in the amounts referred to paragraph 4.1.1. of your Notice) were effected to your clients accordingly through the banking details appearing on the CSD System at the time (payment proof attached hereto)."

[8] Upon receipt of this letter, the Plaintiffs duly issued Summons against the Respondent and in its particulars of claim, in paragraph 7 thereof states as follows;

> "7. Non-payment —
>
> 7.1 The Defendant has failed and or refused to provide the 1st Plaintiff with any substantive proof that it paid the invoices to the 1st Plaintiff banking details appearing upon its invoices, despite specific and direct requests thereof".
>
> 7.2 In the alternative, the Defendant paid the invoices to incorrect banking details not belonging to the 1st Plaintiff, and consequently failed to pay the 1st Plaintiff.
>
> 7.2.1. Further to this, the Defendant has failed to provide the First Plaintiff with any substantive proof that it paid the invoices, albeit to the incorrect banking details, despite specific and direct requests thereof.
>
> 7.3 Further, in the alternative, the Defendant paid the invoices to banking details which it had not been authorised to pay the 1st Plaintiff and consequently failed to pay the 1st Plaintiff.

7.4. Further to this, the Defendant has failed to provide the First Plaintiff with any substantive proof that it paid the Invoices, to any banking account, which it purports was held by the First Plaintiff, nor any authority that it purports to have held to do this, despite specific and direct request therefore."

[9] The Respondent defended the claim and filed a Plea comprising bare denials of and/ or to the Plaintiff's claim.

[10] What happened thereafter, though not an issue to be decided in this matter, was that the Applicant amended its Particulars of Claim, and the Defendant pleaded on the original Particulars of Claim.

[11] As a result of this bare denial in that, at that stage, the Respondent elected not to make consequential adjustments to its Plea , the Applicants applied for a Default Judgment, which was refused by this Court on 27 October 2023. Thereafter on 12 December 2023, this Court refused the Applicant's Leave to Appeal that Application

[12] In July 2025, the Applicants launched this Application for Summary Judgment, which is opposed by the Respondent, and the Applicants objected to the proposed Amended Plea. In September 2025, the Respondent filed its Amendmended Plea.

[13] There was an argument between the parties as to the status of the filed Amended Plea, as it had been withdrawn, or that the Amended Plea relates to the initial particulars of claim and does not relate to the amended Particulars of Claim.

[14] However, these issues are not before this Court for adjudication.

The Summary Judgment Application

[15] As indicated above, the Applicants have launched a Summary Judgment Application against the Respondent, claiming payments of the three invoices

submitted, which in total amount to R 933 345.87 (Nine Hundred and Thirty-Three Thousand, Three Hundred and Forty-Five Rands and Eighty-Seven Cents).

[16] The Affidavit deposed in support of the Summary Judgment Application states in paragraph 7.1. thereof as follows:

> "7.1 I submit that the Defendant has simply entered a bald denial to the Plaintiffs claim, and that nowhere does their Plea neither clearly, nor concisely with sufficient particularity, outline the material facts upon which the Defendant relies to refute the Plaintiff's claim, nor does it draw any legal conclusion from such material facts."

[17] In response, the Respondent states as follows in its Answering Affidavit, in paragraph 14 thereof:

> "14.1 Plaintiffs (Applicants) were invited to submit quotations to the Defendant on the strength of information derived from Government Central Database System (CSD).
>
> 14.2 The CSD reflected the Plaintiffs company profile as well as the banking details of the company.
>
> 14.3. Upon receipt of the goods supplied by the Plaintiffs, Defendant effected payment into a bank account as it reflected on the CSD under Plaintiffs company profile.
>
> 14.4. Plaintiffs later claimed that the payment intended for it was paid to another company, unrelated to the Plaintiff, because of the unauthorised amendment to the Plaintiffs profile on the CSD.
>
> 14.5 No persons, including government officials can access and amend and / or update any company profile on the CSD System without the Company login details which are supposed to be only known by the company's authorised direction.

14.6. Defendant maintains that the amount owed to the Plaintiff and claimed in the particulars of claim have been *fully paid to the Plaintiffs"* (My emphasis)

[18] Again, in paragraph 19 of the Respondent's Answering Affidavit, it further states that:

"19.1 The First Plaintiff's Particulars, including the banking details were obtained from the National Treasury Central Data Base.

19.2. Plaintiff was invited to supply goods to the Defendant on the strength of the information provided by the Plaintiffs to the Central Data Base.

19.3. It was a tacit term of the agreement between the parties that payment for goods supplied will be affected through a bank account as reflected in the Central Data Base.

19.4. The Defendant made payment to the Plaintiff on the 03rd March 2023 and on the 09th November 2022 respectively, into the Plaintiff bank account as reflected on the Central Suppliers Database."

Legal Principles

Summary Judgment

[19] Rule 32 of the Uniform Rules of this Court deals with the procedure and application of the Summary Judgment procedure, and it reads as follows:

"Rule 32. Summary Judgment —

(1) The Plaintiff may, after the Defendant has delivered a plea, apply to court for Summary Judgment on each of such claims as is only

(a) on a liquid document.

(b) for a liquidated amount in money

(c) for delivery of specified movable property

(d) for ejectment."

Applicable Legal Principles

[20] The Supreme Court of Appeal (SCA) in the matter of *Majola v Nitro Securitisation 1*[1] made the following remarks in respect to Summary Judgment.

> "The purpose of summary judgment is to 'enable a plaintiff with a clear case to obtain swift enforcement of a claim against a defendant who has no real defence to that claim'. It is a procedure that is intended 'to prevent sham defences from defeating the rights of parties by delay, and at the same time causing great loss to plaintiffs who were endeavouring to enforce their rights'. If a court hearing an application for summary judgment is satisfied that a defendant has no *bona fide* defence to a plaintiff's claim and grants summary judgment as a consequence, it should be slow thereafter to grant leave to appeal, lest it undermine the very purpose of the procedure."

[21] In order to succeed in a Summary Judgment Application, as was held in

[22] In *Maharaj v Barclays National Bank Limited,*[2] it was held that;

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[1] *Majola v Nitro Securitisation 1 (Pty) Ltd 2012 (1) SA 226 (SCA) para 25, footnotes omitted.*

[2] *Maharaj v Barclays National Bank Limited (151/75) (1975) ZASCA 102 (18 November 1975) at pages 18-19.*

> "Accordingly, one of the ways in which a defendant may successfully oppose a claim for Summary Judgment is by satisfying the court by Affidavit that he has *a bona fide* defence to the claim."

Analysis

[23] It is clear from the above decisions that in order for a Plaintiff to succeed with a Summary Judgment application, there must be no *bona fide* defence, which is good in law to the claim. In this matter, the defence raised by the Respondent is that:

[24]

> "The Defendant made payment to the Plaintiff on 03 March 2023 and on the 09th November 2022, respectively, into the Plaintiffs' bank account as reflected on the Central Supplier Database *(CSD)"*

[25] This defence of payment of the debt in full is a *bona fide* defence to the court and raises a triable issue. Which can only be cleared and settled in a trial.

Conclusion

[26] The court is of the view that the Respondent has raised a *bona fide* defence, which is good in law, that of having fully settled the debt.

[27] The question that this court could not be assisted with by both parties is whether the payment made, according to the Respondent, to the bank account appearing on the Central Suppliers Database (CSD), was at any point the bank account of the Applicant, and if it was tampered with or subsequently altered or changed, who changed it.

[28] Therefore, the court is satisfied that there is a *bona fide* defence raised, and that there are triable issues in this matter which only a trial court may be in a better position to determine.

Order

[29] In the premise having heard the Counsel for both parties, and having perused the documents filed on record, the following order is made:

(1) The Application for Summary Judgment is refused and dismissed.

(2) Costs are granted in favour of the Respondent on a party and party scale B.

[redacted]

V M NSIBANDE AJ

ACTING JUDGE OF THE HIGH COURT

Appearances:

For the Applicant: Counsel: Adv. KW Van Heerden

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Date of Hearing: 10th October 2025

Date of Judgment: 04th March 2026