

REPUBLIC OF SOUTH AFRICA



IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, JOHANNESBURG

Case Number: **2024/103705**

(1)	REPORTABLE: NO
(2)	OF INTEREST TO OTHER JUDGES:NO
(3)	REVISED: NO
6 March 2026	
DATE	SIGNATURE

In the matter between:

TRANSFLOW (RF) (PTY) LTD

Plaintiff

and

MONGEZI THIWANI

Defendant

JUDGMENT

MODIBA J

- [1] The applicant seeks summary judgment against the respondent for cancellation of the instalment sale agreement (the agreement) return of a 2019 Toyota Quantum 2.5 D-4D Sesfikile 16S (the motor vehicle) and other ancillary relief. It contends that the respondent has not disclosed a *bona fide* defense or a triable

issue. The respondent opposes the application and seeks its dismissal with costs.

- [2] The applicant contends that in terms of the agreement, it is the owner of the motor vehicle. The respondent is in breach of the agreement in that he failed to consistently and consecutively make monthly payments as agreed, particularly between August 2024 and March 2025. As a result, he is in arrears in the amount of R208 076,44, and despite demand, he has failed to remedy the breach. Therefore, further contends the applicant, it is within its rights to cancel the agreement and seek the return of the motor vehicle. It admits that it received payments totalling R925 563,69 from the respondent. It, however, contends that a balance of R326 618,74 is still owing in terms of the agreement.
- [3] To resist summary judgment, the respondent must show that he has sufficiently disclosed the nature and grounds of his defense and the facts upon which it is founded; and the defense as disclosed is *bona fide* and good in law.¹ The respondent denies that he is indebted to the applicant as alleged. He contends that not only has he discharged her obligations in terms of the agreement, but he has also overpaid the applicant. He alleges that the amount owing in terms of the agreement was R431 000,00 and he paid R912 000,00 to the applicant.
- [4] It appears that the respondent misconstrued his obligations in terms of the agreement. R431 000,00 is the capital cost. In terms of the agreement, the total contract cost repayable which is inclusive of the capital amount, interest and other charges is R1 067 833,99. Despite paying the amount of R925 563,69, the respondent is still indebted to the applicant for the full amount as set out in the instalment sale agreement. Therefore, for this reason alone, the respondent's ground of opposition fails.
- [5] Arrears accumulated on the account because the respondent did not keep up to his monthly obligations in terms of the agreement consistently, particularly in the latter months. Notably, between August 2024 and March 2025, he did not make any payments at all. As a result, inclusive of arrears as well as interest, he has accumulated a cumulative amount of R208 076,43 in arrears. Arrear interest has

¹ *Maharaj v Barclays Bank Ltd* 1976 (1) SA 418 (A).

and continues to accrue on the account on a month-to-month basis. Since the respondent has failed to remedy his breach, I must find that the applicant is entitled to cancel the agreement and seek the return of the vehicle.

- [6] The respondent's plea and affidavit resisting summary judgment, fails to disclose a *bona fide* defence in law or in fact. Therefore, the application must succeed, and the attached order marked X as prayed for in the notice of motion entered.



LT MODIBA
JUDGE OF THE HIGH COURT
JOHANNESBURG

Appearances

For the Plaintiff: Adv R Stevenson
Instructed by: MVR Attorneys

For the Defendant: Mr Ntayiya
Instructed by: Fikile Ntayiya and Associates

Date of hearing: 26 February 2026
Date of judgment: 6 March 2026

This judgment is handed down electronically by circulation to the parties' legal representatives by email and publication on Caselines and SAFLII. The date for the handing down is deemed to be 10am.