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

Case Number: 2025-067379

1. NOT REPORTABLE
2. NOT OF INTEREST TO OTHER JUDGES
Date: 19 March 2026
Signature: Khaba AJ

In the matter between:

SUMMER BROOK BODY CORPORATE

Applicant

And

THATO CAROLINE MASITHELA

[Identity Number: 9[...]]

Respondent

In re:

SUMMER BROOK BODY CORPORATE

Plaintiff

And

THATO CAROLINE MASITHELA

[Identity Number: 9[...]]

Defendant

Neutral Citation: *Summer Brook Corporate v Thato Caroline Masithela (067379-2025)*
[2026] ZAGPJHC ----- (19 March 2026)

Coram: Khaba AJ

Heard: 10 February 2026

Delivered: 19 March 2026 – This judgment was handed down electronically by circulation to the parties’ representatives by email, by being uploaded to CaseLines and by release to SAFLII. The date for hand-down is deemed to be 19 March 2026.

Summary: Application for Summary Judgment – whether the requirements contained in Rule 32(1) and (2) of the Uniform Rules of Court have been satisfied – No facts pleaded to support bona fide defence – Application granted.

ORDER

1. The application for summary judgment is granted.
2. The respondent is ordered to pay the applicant the sum of R 76 455.65
3. Interest thereon at the rate of 11.25% per annum from 18 June 2025 to date of payment in full.

4. The respondent is ordered to pay the costs of this application on the scale as between attorney and client, including cost of counsel on scale C, such costs to be taxed on the attorney and client scale on the relevant magistrate's court tariffs.
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JUDGMENT

KHABA AJ:

Introduction:

- [1] This is an application for summary judgment brought by the applicant, the Summer Brook Body Corporate, (plaintiff in the main action) against the respondent, Ms. Thato Caroline Masithela, (defendant in the main action). The applicant seeks payment of the sum of R76,455.65 for arrear levies and other related charges arising from the respondent's ownership of a sectional title unit within the applicant's scheme. The application is brought in terms of Rule 32 (1) and (2) of the Uniform Rules of Court.
- [2] The respondent opposes the application, contending that she has a *bona fide* defence to the claim. The central issues for determination are whether the applicant has satisfied the requirements for summary judgment under Rule 32 (1) and (2) of the Uniform Rules of Court and whether the respondent has disclosed a *bona fide* defence in law that raises triable issues.
- [3] Having carefully considered the papers filed of record, and the heads of argument filed by both parties' representatives, and the applicable legal principles relied upon both counsels, I have come to the conclusion that

summary judgment must be granted in favour of the applicant. What follows are the reasons for this conclusion.

The Factual Background:

[4] The applicant is a body corporate established in terms of the Sectional Titles Act 95 of 1986 and the Sectional Title Schemes Management Act 8 of 2011 (*"the STSMA"*) for the Summer Brook Sectional Title Scheme, registered as scheme number 36/2009. The respondent is the registered owner of Sectional Title Unit No. 31 situated within this scheme, having acquired ownership on 27 July 2022 as evidenced by Title Deed number S[...], (*annexure "A" to the particulars of claim*).

[5] As an owner of a unit within the scheme, the respondent is obliged by virtue of Section 3(2) of the STSMA and the Management Rules to pay monthly levies and other charges levied by the applicant, including CSOS levies, reserve fund levies, water consumption charges, sewer network access charges, and interest on arrears.

[6] The respondent fell into arrears with her payment obligations. Following correspondence between the parties, a written settlement agreement was concluded on 17 October 2023 (*annexures "D1-D2" to the particulars of claim*). In this agreement, the respondent expressly acknowledged her indebtedness to the applicant in the sum of R21,970.82 as at 05 October 2023, being in respect of:

"Arrear Levies, CSOS levy, Reserve Fund Levies, HOA Levies, Water Network Access Charge, Sewer Network Access Charge, water, interest and untaxed legal charges owing to the Creditor as of 05 October 2023, in connection with and / or arising from his ownership of the property."

- [7] In terms of the settlement agreement, the respondent undertook to:
- [7.1] Pay the capital indebtedness in monthly instalments of no less than R 1000.00 (one thousand rand) with the first instalment due upon signature.
- [7.2] Make punctual payment of all current levies and related charges as they fell due on the first day of each consecutive month.
- [8] Critically, the settlement agreement contained an acceleration clause (*clause 5*) providing that upon default, the whole capital amount and any other amounts payable would become immediately due and payable. *Clause 6* entitled the applicant, without further notice, to apply for judgment for the full outstanding debt together with legal costs on the attorney and client scale. *Clause 8* provided that a certificate of balance issued by the applicant's duly appointed representative would constitute *prima facie* proof of the respondent's indebtedness.
- [9] The respondent breached the settlement agreement by failing to make the agreed payments. The applicant's statement of account (*annexure "B"*) reflects a detailed breakdown of all debits, credits, and interest charges from November 2023 to May 2025. As at May 2025, the certificate of balance (*annexure "E"*) certified the respondent's indebtedness in the amount of R76,455.65.
- [10] The applicant instituted action against the respondent in this court on 13 May 2025. The respondent entered an appearance to defend on 1 July 2025 and filed a plea on 21 July 2025. The applicant applied for summary judgment on 30 July 2025, and the respondent filed an affidavit resisting summary judgment on 14 August 2025.

The Issues for Determination:

[11] The crisp issues for determination by this court are:

[11.1] Whether the applicant has satisfied the requirements under Rule 32(1) and (2) for summary judgment to be granted.

[11.2] Whether the respondent has disclosed a *bona fide* defence to the action which is good in law; and

[11.3] If so, whether such defence raises triable issues that should be ventilated at trial.

[11.4] The appropriate order as to costs.

The Applicant's Contentions:

[12] Counsel on behalf the application Mr. Dobie, submitted that the applicant has fully complied with the requirements of Rule 32 (1) and (2). Mr. Dobie argued that the verifying affidavit of Mr. Jacobus Francois Pienaar, the chief financial officer of the applicant's managing agents, properly verifies the cause of action and the amount claimed, and explains why the defences raised in the respondent's plea do not raise triable issues.

[13] Mr. Dobie submitted that the respondent's special plea of lack of jurisdiction lacks merit, he submitted that this court possesses inherent jurisdiction to hear matters regardless of quantum. While the magistrate's court also has jurisdiction over claims of this amount, this does not oust the jurisdiction of this court. The applicant is entitled to choose its forum, and the respondent's residence is within this court's jurisdiction establishes jurisdiction in any event.

- [14] On the special plea of *lis pendens*, Mr. Dobie noted that the respondent conceded in her answering affidavit that the magistrate's court action had been withdrawn. Accordingly, there is no pending action, and this defence falls away.
- [15] In addressing the merits, Mr. Dobie submitted that the respondent's alleged defences are vague, unsubstantiated, and fail to meet the threshold established in *Maharaj v Barclays National Bank Ltd 1976 (1) SA 418 (A)*¹. The respondent admits signing the settlement agreement and acknowledges her liability for levies yet provides no concrete evidence to rebut the certificate of balance or the detailed statement of account.
- [16] In relation to the respondent's complaint about untaxed legal fees, Mr. Dobie relied on management Rule 25(4) of the STSMA, which provides that a member is liable for all reasonable legal costs incurred by the body corporate in collecting arrear contributions. Mr Dobie further submitted that the settlement agreement expressly refers to "*untaxed legal charges*" and that the respondent contractually agreed to be bound by the certificate of balance.
- [17] Mr. Dobie relied on the recent decision in *Cilaos Body Corporate v Tsengiwe (Case No: 072383/2023, Gauteng Division, Johannesburg, 6 June 2025)*², where the court held that, legal fees incurred after the adoption of a trustees' resolution are recoverable, and that a certificate of balance constitutes *prima facie* proof of indebtedness
- [18] Mr. Dobie further submitted that even on the respondent's own calculations, she admits liability for at least R35,530.81. relying on *Schoeman v Constantia Insurance Co Ltd 1984 (1) SA 94 (C)*³, he argued that where a respondent admits part of a claim, the applicant is entitled to summary judgment for the admitted portion.

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

² Cilaos Body Corporate v Tsengiwe (Case No: 072383/2023, Gauteng Division, Johannesburg, 6 June 2025).

³ Schoeman v Constantia Insurance Co Ltd 1984 (1) SA 94 (C).

[19] It was further argued, by Mr. Dobie that the respondent's conduct throughout these proceedings—raising and then abandoning defences, withdrawing pleadings, and filing vague and unsubstantiated allegations—demonstrates that her opposition is not *bona fide* but is intended merely to delay payment of an admitted debt. Mr. Dobie prayed for summary judgment as claimed in the notice of motion, with costs on the attorney and client scale as provided for in the settlement agreement.

The Respondent's Contentions:

[20] Mr. Maswanganyi, appearing for the respondent, submitted that the respondent has a *bona fide* defence to the applicants claim and that summary judgment should be refused. Mr. Maswanganyi relied on the well-established principle that summary judgment is an extraordinary remedy that should not be granted where there is a reasonable possibility that the defence may succeed at trial

[21] Mr. Maswanganyi submitted that the applicant's claim is not for a liquidated amount and therefore falls outside the scope of claims for which summary judgment is competent under Rule 32(1). He argued that the inclusion of disputed legal fees and allegedly incorrectly calculated interest renders the amount unascertainable without extrinsic evidence.

[22] In relation to the legal fees, Mr. Maswanganyi submitted that Regulation 25(4) of the STSMA provides that a member is liable for legal costs only "*as taxed or agreed by the member.*" He argued that the legal fees included in the applicant's claim have not been taxed and have not been agreed to by the respondent. he submitted that even where a body corporate has a contractual right to recover legal costs, such costs remain subject to taxation and the court's residual discretion to assess reasonableness.

[23] Mr. Maswanganyi further submitted that the interest claimed at 21% per annum has been incorrectly calculated. Mr. Maswanganyi contended that the

respondent's own calculations, based on her records, indicate that the outstanding amount should be approximately R35,530.81, not R76,455.65. It was further submitted that these discrepancies raise genuine disputes of fact that require ventilation at trial.

- [24] In the respondent's affidavit resisting summary judgment, the respondent concedes that the magistrate's court action has been withdrawn and therefore the special plea of *lis pendens* falls away. The respondent raises new issues, contending that:
- [25] The amount claimed is incorrect, specifically alleging that it includes R30 197.48 in legal fees which are untaxed and not due and payable.
- [26] The interest of R20 304.10 has been incorrectly calculated on a capital amount without properly deducting payments received. She has made regular payments to the applicant's account, as evidenced by proof of payments attached to her affidavit. The respondent further submits that the discrepancies in the amount claimed, that require proper ventilation at trial and that summary judgment is not appropriate where there is a reasonable possibility that the defence may succeed.
- [27] On the merits, the respondent admitted ownership of the unit, her membership of the body corporate, and the applicability of the STSMA provisions. She also admitted her liability to pay levies and the conclusion of the settlement agreement. However, she denied that she breached the settlement agreement and denied that the amount claimed was due and payable.
- [28] On the issue of jurisdiction, Mr. Maswanganyi persisted with the submission that this matter should have been brought in the magistrate's court, where the costs would be lower and the procedure more accessible. Mr. Maswanganyi submitted that the applicant's decision to institute an action in this court, despite

the quantum falling within the magistrate's court's jurisdiction, amounts to an abuse of process designed to incur higher legal costs.

- [29] Mr. Maswanganyi concluded by submitting that the respondent has a *bona fide* defence, that there are material disputes of fact requiring ventilation, and that the application for summary judgment should be dismissed with costs, with leave being granted to the respondent to defend the action.

The Legal Framework

- [30] Rule 32 of the Uniform Rules of Court governs summary judgment applications. The rule has been amended, effective from 1 July 2019, to require that a plaintiff may only apply for summary judgment after the defendant has delivered a plea. The plaintiff's affidavit must verify the cause of action and the amount claimed and must explain why the defence raised in the defendant's plea does not raise a triable issue.

- [31] The legal principles governing summary judgment applications are well-established. In *Maharaj v Barclays National Bank Ltd*⁴, Corbett JA articulated the test for a defendant resisting summary judgment:

"The Defendant must disclose fully the nature and grounds of his defence and the material facts upon which it is founded. The defence must be both bona fide and good in law. A court which is satisfied that this threshold has been crossed is then bound to refuse summary judgment."

- [32] The word "*fully*" in Rule 32(3)(b) connotes that while the deponent need not deal exhaustively with the facts and evidence, he must at least disclose his defence and the material facts upon which it is based with sufficient particularity and completeness to enable the court to decide whether the affidavit discloses

⁴ *Maharaj v Barclays National Bank Ltd* 1976 (1) SA 418 (A) at 425G-426E.

a *bona fide* defence. The respondent is not expected to formulate his or her opposition with the precision that would be required of a plea, nor does the court examine it by the standards of pleading.

- [33] In *Joob Joob Investments (Pty) Ltd v Stocks Mavundla Zek Joint Venture 2009 (5) SA 1 (SCA)*⁵ at paragraph 32, the Supreme Court of Appeal held that:

"The rationale for summary judgment proceedings is impeccable. The procedure is not intended to deprive a defendant with a triable issue or a sustainable defence of her/his day in court. After almost a century of successful application in our courts, summary judgment proceedings can hardly continue to be described as extraordinary. Our courts, both at first instance and appellate level, have during that time rightly been trusted to ensure that a defendant with a triable issue is not shut out."

-The defendant cannot approach the court with bold, vague, or sketchy defences. The defendant must set out sufficient facts which, if proven at trial, would constitute an answer to the plaintiff's claim

- [34] In relation to the certificates of balance, the courts have consistently held that where a defendant has contractually agreed to be bound by a certificate of balance, such certificate constitutes *prima facie* proof of the indebtedness. In *Standard Bank of South Africa Ltd v Clulow and Another (12161/2018) [2024] ZAGPPHC 909*⁶, the court reaffirmed that the main purpose of a certificate is to clearly "*facilitate proof of the amount of the principal debtor's indebtedness.*" A certificate will not be entirely disregarded merely because it is inaccurate or unreliable; its validity will be determined by the court based on the evidence.

- [35] In the context of body corporate claims, the recent decision in *Cilaos Body Corporate v Tsengiwe* is particularly instructive, the court held that legal fees incurred after the adoption of a trustees' resolution are recoverable, and that a

⁵ *Joob Joob Investments (Pty) Ltd v Stocks Mavundla Zek Joint Venture 2009 (5) SA 1 (SCA)*.

⁶ *Standard Bank of South Africa Ltd v Clulow and Another (12161/2018) [2024] ZAGPPHC 909*.

member remains liable for legal fees incurred before such resolution, albeit as taxed or agreed.

[36] The Regulation 25(4) of the STSMA provides that:

“a member is liable for and must pay to the body corporate all reasonable legal costs and disbursements, as taxed or agreed by the member, incurred by the body corporate in the collection of arrear contributions or any other arrear amounts due and owing by such member to the body corporate, or in enforcing compliance with these rules, the conduct rules or the Act.”

[37] Where a defendant admits part of the plaintiff's claim but disputes the balance, the plaintiff is entitled to summary judgment for the admitted portion. This principle, established in *Schoeman v Constantia Insurance Co Ltd*, ensures that a plaintiff is not denied judgment on an undisputed portion of the claim merely because other aspects are disputed.

EVALUATION:

Jurisdiction:

[38] The respondent's special plea of lack of jurisdiction is without merit. This court possesses inherent jurisdiction to hear matters regardless of the quantum claimed. Section 21(1) of the Superior Courts Act 10 of 2013 provides that a High Court has jurisdiction over all persons residing or being within its area of jurisdiction. The Defendant resides within the jurisdiction of this court, and the Plaintiff is entitled to choose the forum in which to institute action. The fact that the magistrate's court also has jurisdiction does not oust the jurisdiction of this court.

Lis Pendens:

[39] The respondent concedes in her answering affidavit that the magistrate's court action has been withdrawn. Accordingly, there is no pending action, and this special plea falls away. The applicant's withdrawal of that action without an order as to costs does not preclude the applicant from instituting fresh proceedings in this Court.

Compliance with Rule 32:

[40] The applicant has complied with all procedural requirements of Rule 32 (1) and (2). The application was brought after the respondent filed her plea. The verifying affidavit of Mr. Pienaar properly verifies the cause of action and the amount claimed and explains why the defences raised in the respondent's plea do not raise triable issues. Mr. Pienaar, as chief financial officer of the applicant's managing agents, has personal knowledge of the facts and is competent to depose to the affidavit.

The Nature of the Claim:

[41] The respondent 's contention that the claim is not for a liquidated amount is rejected. A claim for arrear levies, based on a body corporate's resolution and supported by a detailed statement of account and a certificate of balance, constitutes a liquidated claim. The amount is capable of ascertainment by calculation. Moreover, the settlement agreement constitutes an acknowledgment of debt, which is a liquid document. Summary judgment is competent for claims based on liquid documents.

The Defendant's Alleged Defences:

[42] The central question is whether the respondent has disclosed a *bona fide* defence with sufficient particularity. Having carefully considered the

respondent's answering affidavit resisting summary judgment, I am constrained to conclude that the respondent has not.

[43] The respondent's allegations regarding legal fees are vague and unsubstantiated. She states in paragraph 3.3 of her answering affidavit that:

"In the official statement of the applicant there is R30 197.48 alleged to be legal fees which is included in the calculation of the alleged amount owed, of which no statement of account has been presented to the applicant for payment for said legal fees monthly amounts ranging from R1500 to R5500 have been charged by the legal representative of the Applicant for work done."

[44] However, the respondent provides no breakdown of which specific entries on the statement of account constitute these alleged legal fees. She does not identify which charges she disputes or why they are unreasonable. Vague and unsubstantiated allegations do not constitute a *bona fide* defence. As held in *NPGS Protection & Services CC v FirstRand Bank Ltd [2019] 3 All SA 391 (SCA)*⁷, bald averments and sketchy propositions are insufficient to stave off summary judgment.

[45] Moreover, the settlement agreement expressly refers to "*untaxed legal charges*" in the acknowledgment of indebtedness. The respondent signed this agreement with full knowledge that it included such charges. Clause 6 of the settlement agreement provides that upon default; the applicant is entitled to apply for judgment for the full amount of the outstanding debt together with all legal costs incurred on the attorney and client scale. The respondent cannot now complain about charges she contractually agreed to pay.

[46] The decision of *Cilaos Body Corporate v Tsengiwe* is instructive. In that case, the court distinguished between legal fees incurred before and after the

⁷ *NPGS Protection & Services CC v FirstRand Bank Ltd [2019] 3 All SA 391 (SCA)*.

adoption of a trustees' resolution. While fees incurred prior to a resolution may require taxation, fees incurred after such resolution are recoverable. In the present matter, the respondent has not placed any evidence before this court regarding whether the legal fees claimed were incurred before or after any resolution, nor has she requested taxation. Her bare denial is insufficient.

- [47] In relation the calculation of interest, the respondent alleges that interest has been incorrectly calculated and that according to her records, the outstanding amount should be R35,530.81. However, she provides no basis for this calculation. The statement of account (*annexure "B"*) reflects a detailed breakdown of all debits, credits, and interest charges from November 2023 to May 2025. Each interest charge is calculated on the outstanding balance as at the end of each month, at the rate of 21% per annum.
- [48] The respondent attaches various payment notifications to her answering affidavit (*annexure "TC12"*). However, these payments are already reflected in the applicant's statement of account. For example, the payment of R1,918.55 on 26 March 2025 corresponds with the entry in the statement. The respondent has not identified any specific payment that is not reflected in the statement.
- [49] The respondent's own calculation of R35,530.81 is based on an arbitrary deduction. The respondent states that: "*According to the record of the respondent the outstanding levies would be R65,896.92 less R30,366.11 which will total to R35,530.81.*" The respondent provides no explanation of how she arrives at R65,896.92 or what constitutes the R30,366.11 deduction. This falls far short of the "*full disclosure*" as required in terms Rule 32. The defendant must set out sufficient facts which, if proved at trial, would constitute an answer to the plaintiff's claim. The court must be apprised of the facts upon which the defendant relies, with sufficient particularity and completeness so as to be able to hold that if the statements of fact are found to be correct at trial, judgment

should be given for the defendant. The respondent's vague allegations do not meet this standard.

The Certificate of Balance:

[50] Clause 8 of the settlement agreement provides:

"The Debtor agrees to accept a certificate of balance issued by a duly appointed representative of the creditor (it not being necessary for the creditor to prove the appointment or authority of the person signing such certificate) specifying the amount of the debtor's indebtedness to the creditor (including, if applicable, interest and the amount and the rate thereof and the period for which it is payable) and further stating that the same is due, owing and payable, which certificate of balance shall be sufficient and satisfactory proof of all matters contained therein, including the amount and validity of such indebtedness and the fact that the same is due, owing and payable."

[51] The applicant has attached a certificate of balance (*annexure "E"*) signed by Anel van der Merwe, a portfolio manager in the employ of the applicant's managing agents, certifying the respondent's indebtedness in the amount of R76,455.65 as of May 2025. The respondent has contractually agreed to accept such certificate as *prima facie* proof of her indebtedness.

[52] In *Standard Bank v Clulow*, the Court reaffirmed that a certificate of balance serves to facilitate proof of the amount of the debtor's indebtedness. The certificate will not be entirely disregarded merely because it is allegedly inaccurate. Its validity will be determined by the court based on the evidence. The respondent has placed no credible evidence before this court to rebut the certificate of balance.

Admissions by the Respondent:

[53] The respondent admits in her answering affidavit (*paragraphs 6.1.1 - 6.1.7*) that:

[53.1] She is the owner of the unit;

[53.2] She is a member of the applicant;

[53.3] The provisions of the STSMA apply;

[53.4] She is liable to pay levies;

[53.5] The unit is her chosen domicile;

[53.6] She entered into the settlement agreement;

[53.7] The National Credit Act does not apply.

[54] These admissions, coupled with the settlement agreement and the certificate of balance, establish a clear case for the applicant. The respondent's bare denial of the amount claimed, without providing any substantiating evidence or a credible alternative calculation, does not constitute a *bona fide* defence.

The Partial Admission:

[55] Even if the court were to accept the respondent's contention that the amount claimed is overstated, the respondent has effectively admitted liability for at least R35,530.81. In *Schoeman v Constantia Insurance Co Ltd*, the court held that where a defendant admits part of the claim, the plaintiff is entitled to summary judgment for that portion. The respondent's own calculation of R35,530.81 constitutes an admission that she is liable for at least that amount.

- [56] However, for the reasons set out above, I am satisfied that the full amount claimed is due and payable. The respondent's calculation is unsubstantiated and appears to be a mere *ipse dixit*.
- [57] The procedural history of this matter reveals a pattern of conduct consistent with delaying tactics rather than a genuine desire to defend the claim on its merits. The respondent initially raised a special plea of *lis pendens*. When the applicant withdrew the magistrate's court action, the respondent withdrew her plea and filed a fresh plea. Thereafter, the respondent filed an answering affidavit raising new issues about legal fees and interest.
- [58] As held in *Joob Joob Investments at paragraph 33*, the court held that summary judgment proceedings hold terrors only for those who have no defence. The time has perhaps come to discard labels such as "*extraordinary*" and "*drastic*" and to concentrate on the proper application of the rule. The respondent in this matter has had ample opportunity to place facts before the court and has failed to do so.

Conclusion:

- [59] The applicant has satisfied the requirements for summary judgment under Rule 32 (1) and (2) of the Uniform Rules of Court. The verifying affidavit is proper and complies with the requirements of the rule. The applicant has demonstrated a valid cause of action based on the respondent's ownership of the unit, her membership of the body corporate, her contractual obligations under the settlement agreement, and her breach thereof.
- [60] The respondent has failed to disclose a *bona fide* defence. The respondent's allegations regarding legal fees and interest are vague, unsubstantiated, and contradicted by the documentary evidence. The respondent has admitted liability for at least part of the claim and has provided no credible basis for

disputing the balance. The respondent's alleged defences do not meet the threshold established in *Maharaj* and *Breitenbach*.

- [61] The respondent is not being deprived of her day in court. She has had the opportunity to place her defence before this court and has failed to do so. The summary judgment procedure exists precisely for cases such as this, where a respondent raises vague and unsubstantiated defences to delay payment of an admitted debt. In the premises, the applicant is entitled to summary judgment as prayed for in the notice motion.

Costs:

- [62] The applicant seeks costs on the attorney and client scale. Clause 6 of the settlement agreement provides that upon default; the respondent is liable for all legal costs incurred by the applicant on the attorney and client scale. Clause 17 of the settlement agreement further provides that any order for costs shall be on an attorney and client scale.
- [63] The respondent has contractually agreed to pay costs on this scale. In *Cilaos Body Corporate v Tsengiwe*, the court granted costs on the attorney and client scale based on similar contractual provisions. Accordingly, the applicant is entitled to costs on the attorney and client scale.
- [64] In relation to the tariff, the applicant has requested that costs be taxed on the relevant magistrate's court tariffs. While this court has inherent jurisdiction to award costs on the High Court tariff, the applicant's concession to the magistrate's court tariffs is appropriate given the quantum of the claim and reflects a measure of reasonableness.

Order:

[65] In the circumstances, the following order is made:

1. The application for summary judgment is granted.
2. The respondent is ordered to pay the applicant the sum of R 76 455.65.
3. Interest thereon at the rate of 11.25% per annum from 18 June 2025 to date of final payment.
4. The respondent is ordered to pay the costs of this application on the scale as between the attorney and client, including costs counsel on scale C, such costs be taxed on the attorney client scale on the relevant magistrate's court tariffs.

KHABA AJ
ACTING JUDGE OF THE HIGH COURT
GAUTENG DIVISION, JOHANNESBURG

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Date of Hearing:

10 February 2026.

Date of Judgment:

19 March 2026.