IN THE HIGH COURT OF SOUTH AFRICA

GAUTENG DIVISION, JOHANNESBURG

CASE NO: 087913/2025

DATE: 21-04-2026

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

[redacted]

SIGNATURE DATE 21 April 2026

In the matter between

WESBANK Plaintiff

and

PITH INVESTMENTS (PTY) LTD AND ANOTHER Defendants

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

WILSON, J: This is an application for summary judgment on an action instituted by the plaintiff, Wesbank, on or about 10 June 2025. Wesbank seeks the cancellation of a finance agreement in terms of which the defendants were given possession of a Maserati Levante S GranSport, the value of which is approximately R1.7 million.

There is no dispute that the defendants fell behind with their payments under the finance agreement, and that an earlier action to repossess the vehicle, and no doubt to claim any balance outstanding after the vehicle had been sold, was instituted at some point before August 2024.

On 23 August 2024, while that action was pending, the parties, according to the defendants in their affidavit resisting summary judgment, came to an agreement to suspend the litigation for six months, during which the defendants would make payment of R60 000 per month to Wesbank, and whereafter the action could be settled on further terms to be agreed.

On the defendants' version, five out of six of those R60 000 payments were made. Wesbank does not accept that, but does not appear to have put up a version disputing it. The first action was nevertheless left fallow for several months. However, acting on its rights under the agreement, Wesbank instituted this second action on 10 June 2025, in which it again alleges breach of the main agreement and claims repossession of the vehicle.

The defendants gave notice of their intention to defend the action and filed a plea. At paragraph 5 of that plea, the defendants say that a compromise was entered into between Wesbank, represented by its attorney, and the defendants. The compromise is said to be more or less on the terms of the payment arrangement reached on 23 August 2024 in relation to the first action.

Although the plea does not make clear what the terms of the compromise were, Ms Roestorf, who appeared for the defendants, directed me to the affidavit resisting summary judgment, where it is very clearly set out that the 23 August 2024 compromise was in fact the agreement to suspend litigation in the first action, provided that certain payments were made to Wesbank.

In the second action, in addition to relying on what the defendants call the compromise, the defendants also raise the fact that the first action had not been withdrawn when the second one was instituted. That defect was cured when a notice of withdrawal of the first action was filed on 14 April 2026.

Accordingly, I am left with a cause of action made out in the second action, which is met with a compromise alleged to have been reached in relation to the first action. That might not have been particularly problematic for the defendants if the compromise reached in relation to the first action would in fact have been a defence to it. But on the terms spelt out in the affidavit resisting summary judgment, the compromise alleged by the defendants plainly was not a defence either to the first or the second action. At best, it was an agreement to suspend the first action for six months, provided that certain payments were made.

Accordingly, the compromise as alleged in the plea does not raise an issue for trial. If the matter went to trial, it would not be an answer to Wesbank's claim that a previous action now withdrawn was suspended for six months on certain conditions. I did not understand Ms Roestorf, who appeared for the defendants, to make any submissions to the contrary.

For all of those reasons, in my view, summary judgment for the repossession of the vehicle must be granted. On the question of costs, Mr Boshomane, who appeared for Wesbank, pointed out that the finance agreement provides for costs of suit on an attorney and client scale. Ms Roestorf invited me to deprive Wesbank of its costs because a number of documents extraneous to the proper consideration of a summary judgment application had been filed without my leave.

While I might appropriately take a dim view of that, the fact of the matter is that I have had no regard at all to any of the improperly filed documents. The only documents to which I have had regard are the notice of withdrawal of the first action, the defendant's plea and the affidavit resisting summary judgment, together, of course, with the application for summary judgment itself and the particulars of claim in the second action.

In those circumstances, though the unauthorised filing of papers ought properly to be deprecated, I cannot see that Wesbank’s conduct in this case rises to the level of delinquency necessary to deprive it of its costs. In circumstances, I shall grant summary judgment and endorse the draft order handed up by Mr Boshomane, which will be signed, dated, marked “X”, and uploaded to this Court's electronic registry.

[redacted]

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WILSON, J
JUDGE OF THE HIGH COURT
21 April 2026