REPUBLIC OF SOUTH AFRICA

IN THE HIGH COURT OF SOUTH AFRICA,
GAUTENG DIVISION, PRETORIA

Case No: 013589/2025
Reportable: No
Of interest to other Judges: No Revised: No
SIGNATURE
Date: 29 April 2026

In the matter between:

ABSA BANK LIMITED — Applicant

and

DOREEN NOMVULA KGWELE — Respondent

JUDGEMENT

MOOKI J

1 ABSA Bank Limited (the Bank) seeks summary judgment against the respondent. The summary judgement is in relation monies which the Bank says are owing by the respondent. The Bank also seeks to have the respondent's immovable property be declared specially executable.

2 The Bank and the respondent concluded a loan agreement on 28 August 2014. A covering bond was registered over Erf 2[...] T[...] Extension 1 Township, Registration Division J.R., Gauteng Province, measuring 990 (NINE HUNDRED AND NINETY) square meters, held by the respondent in terms of Deed of Transfer Nr T79407/2015 (the property). The covering bond was effected as security in favour of the Bank in relation to the loan agreement.

3 The Bank contends that the respondent breached her obligations by failing to make payments as agreed in the loan agreement. The Bank then issued summons, which the respondent defended. The Bank now seeks summary judgement. The respondent appeared in person when the matter came before court.

4 The quantum sought is as reflected in a certificate of balance, being amounts outstanding as at 2 August 2025. The certificate of balance was issued as contemplated in the loan agreement.

5 The respondent admits the loan agreement. She denies breaching that agreement. She contends that she and the Bank agreed an arrangement pertaining to payments and that she complied with that agreement. She further says that the fact that her performance might not have been "in full"

"does not mean none (sic) performance" on her part because the Bank agreed to an arrangement regarding payments. That is more so because she complied with the arrangements.

6 The respondent contends that she is committed to complying with the contract, as shown by her making payments when her financial situation changed. The respondent seemingly lost her employment. She says that the Bank must be held to the arrangement between the parties until her financial situation changes. She says, "My financial situation is not permanent but temporary hence the humble request for opportunity (sic) to allow the arrangements to continue." The respondent says the Bank was taking advantage of her temporary financial situation to sell her house.

7 The respondent, in her plea, disputes the quantum claimed by the Bank. She says the amount in the summons suggests that she had not been paying instalments since she bought the property. She contends that she and the Bank agreed an arrangement for repayment of arrear amounts.

8 The Bank admits concluding arrangements with the respondent. The first arrangement was entered into before the Bank instituted proceedings against the respondent. The second arrangement was made after the Bank instituted proceedings. The understanding as regards the second arrangement was that the respondents would make three payments in the amount of R18 280.51, over a three month period, namely April 2025 to June 2025. The Bank would, if the respondent paid as stated, re-spread the respondent's future payments. That meant that the respondent would make payments over a longer period.

9 The respondent did not make payments as agreed in the second arrangement. She was to make monthly payments during the period April 2025 to June 2025. She made a single payment of R18 300.00 on 2 May 2025.

10 The respondent admits that she last made a payment on 2 May 2025, as stated above. She agreed that she did not conclude a further arrangement with the Bank after June 2025.

11 The respondent agreed that the Bank would be entitled to furnish a certificate of indebtedness as *prima facie* proof of the amount claimed by the Bank. The certificate shows arrears in August 2025 were in the amount of R191, 525.55.

12 The Respondent did not put up a credible objection to the certificate relied upon by the Bank. Her objection that the amounts in the summons suggest that she never made payments under the loan agreement is not a credible attack on the quantum reflected in the certificate. I therefore find that the Bank established the respondent's indebtedness. I also find that the opposition to summary judgement lacks merit.

13 I now address the relief that the property be declared executable. The Bank contends that it complied with pre-enforcement formal requirements, including serving the respondent with a notice in terms of section 129 of the National Credit Act, 34 of 2005 (section 129 notice).

14 The respondent denies that the Bank complied with notice requirements set out in the National Credit Act. She particularly denies that the Bank served her with a section 129 notice. The respondent pleaded that the property is her primary residence and that she would have known of any notice served on her. She further pleaded that she would have nowhere to go should execution be ordered, which would infringe her section 26 right in the Constitution. She had been paying for the property since she acquired the property in 2013. She paid well until 2024, when she made arrangements with the Bank and that she continues to pay according to those arrangements.

15 The respondent further pleads that she resides with her entire family, including her elderly mother and her sister's 10-month-old baby. A sale in execution would infringe their human rights to adequate housing.

16 The Bank denies not having complied with National Credit Act. It referenced how the Bank gave notice as stipulated in section 129 of the National Credit Act. I am satisfied that the Bank complied with the notice requirement. The Bank despatched notice to the address chosen by the respondent. The track and trace report shows that the notice reached the Pretoria North Post Office and further that a notification of receipt was issued.

17 A party that seeks to have property be declared specially executable is obliged to put up a valuation report as part of the requirements for this relief. The valuation report must be a statement made on oath. The Bank relies on a valuation report by a Mr Wandile Seakamela, who describes

himself as "…employed as a Candidate Valuer for the company known as DDP Valuers (Pty) Ltd." He further says that he is "…a qualified Candidate Valuer, with 5 years experience in the field of inspecting immovable properties to calculate their values." Mr Seakamela confirmed that he inspected the property and prepared a valuation report. He valued the property to be R2 000 000.00.

18 The valuation report relied upon by the Bank is incompetent. It does not comply both with the Property Valuers Profession, Act 47 of 2000 (Property Valuers Profession Act) and the Rules for the Property Valuers Profession, 2008 (Rules).

19 The Property Valuers Profession Act stipulates that a person registered in the category of "candidate" must perform work in the property valuation profession only under the supervision and control of a professional in a prescribed category.[1]

20 The Property Valuers Profession Act provides stipulates four categories: (a) Professional Valuer; (b) Professional Associated Valuer; (c) Candidate Valuer; and (d) specified categories prescribed by the council.[2] The valuation report was not produced under supervision and control of a professional valuer.

21 The valuation report in the name of Mr Seakamela is defective in the following further regard. It does not comply with Rule 8 of the Rules. Rule 8 stipulates the following:

---

[1] Section 19(3)
[2] Section 19(1)

Candidates prohibited to canvass work

> (1) A candidate valuer or a candidate single residential property assessor—
>
> [...]
>
> (b) shall accept an instruction to perform property valuation work only from a professional ("the instructing professional"), which instruction shall—
>
> (i) be in writing;
>
> (ii) state the name, postal address and registration number of the instructing professional;
>
> (iii) contain the name of the client requiring the property valuation; the registered or other description of the property to be valued; the type of property; and the purpose of the valuation; and
>
> (iv) form part of any resulting valuation report prepared by the candidate valuer or candidate single residential property assessor.

22 The report does not, for example, “state the name, postal address and registration number of the instructing professional, as required in Rule 8.

23 The Bank, in not submitting a competent valuation report, did not met a material requirement for relief that immovable property be declared specially executable. It is unnecessary to consider the other grounds advanced by the Bank in support of this part of the relief.

24 The Bank has not complied with the Property Valuers Profession Act for purposes of a lawfully issued valuation report. The Bank cannot, therefore, obtain relief that the property be declared specially executable absent such a report.

25 I make the following order:

(1) The applicant is granted summary judgment.

(2) The respondent is ordered to pay the applicant the amount of R1 164 400.77

(3) The respondent is ordered to pay interest on the amount referred to in paragraph 2 at the rate of 11.79% per annum from 7 January 2025 to date of payment, such interest to be calculated and capitalised and compounded monthly.

(4) The respondent is ordered to pay costs, taxed as between attorney and client.

O MOOKI

JUDGE OF THE HIGH COURT
GAUTENG DIVISION, PRETORIA

Counsel for the applicant:	C L Markram - Jooste
Instructed by:	VLR Inc.
Counsel for the respondent:	Appearance in person
Date heard:	3 March 2026
Date of judgment:	29 April 2026