

IN THE HIGH COURT OF SOUTH AFRICAJOHANNESBURG DIVISION, GAUTENGCASE NO: 057837/2024DATE: 09-06-2026

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



SIGNATURE

DATE: 9 June 2026

In the matter between

10 ZIYANA SHABANGU

Applicant

and

ABSA BANK LIMITED

Respondent

J U D G M E N T E X T E M P O R E

WILSON, J: The applicant, Ms Shabangu, seeks to stay a
 20 sale in execution being held at the instance of the
 respondent in this case, ABSA Bank, which is due to
 proceed tomorrow on 10 June. The basis on which Ms
 Shabangu says that the sale should be stayed is that she
 has satisfied the judgment debt upon which the sale in
 execution was to proceed. Ms Shabangu makes clear in her
 papers that she believes she satisfied the debt because she
 issued what she calls a promissory note to the bank, which
 had the effect of satisfying the debt.

Such an instrument, in my view, would not have that effect. A promise to pay is not payment itself and so I am satisfied that the judgment debt remains outstanding. However, by virtue of the provisions of Section 129 of The National Credit Act 34 of 2005, even if the sale goes ahead, Ms Shabangu may reinstate the agreement by paying the arrears outstanding under her mortgage loan agreement with ABSA Bank at any time before transfer of the property. The sale will then fall away, and the credit agreement will
10 remain intact.

For all those reasons there is no good case in law to stay tomorrow's sale, nor is this matter on these facts urgent. The application is dismissed with each party paying their own costs.



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WILSON, J
JUDGE OF THE HIGH COURT
9 June 2026

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