IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, JOHANNESBURG

Case number: 2025-119212

(1) Not reportable
(2) Not of interest to other judges

Date: 31 July 2026 [redacted]

In the matter between

AUTOMOBILE ASSOCIATION OF SOUTH AFRICA NPC Applicant/Plaintiff

and

MDZ FLEET SOLUTIONS (PTY) LIMITED Respondent/Defendant

Order

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1. The Defendant is ordered to pay the Plaintiff R94 184.13.

2. The Defendant is ordered to pay the Plaintiff interest on R94 184.13 at the rate of 13.50% per annum from 6 March 2025 to date of payment.

3. The Defendant is ordered to pay the Plaintiff's costs on the party and party scale, including the costs of one junior counsel on Scale A.

Judgment

J Mitchell AJ

[1] The AA provides roadside assistance to its customers. MDZ Fleet Solutions signed up and, in a contract, agreed to pay the AA. MDZ Fleet Solutions didn't pay. In March 2025, the AA demanded payment. MDZ Fleet Solutions proposed a payment plan. The AA was willing to accept the proposal if MDZ Fleet Solutions signed an acknowledgment of debt. MDZ Fleet Solutions refused. Nothing came of the proposal. In July 2025, the AA sued.

[2] In its plea, MDZ Fleet Solutions admits the conclusion of the contract. MDZ Fleet Solutions also admits the parties' negotiations about the proposal. MDZ Fleet Solutions denies its liability. It pleads no substantive defence.

[3] In September 2025, the AA applied for summary judgment. The AA and MDZ Fleet Solutions concluded a settlement a few months later. The settlement records an amount that was then "due, owing and payable to [the AA]". The parties agreed that MDZ Fleet Solutions would pay the AA in six monthly instalments. The parties also agreed that "[i]n the event that [MDZ Fleet Solutions] fails to make payment on any of the stipulated dates, [the AA] shall be entitled to approach the above Honourable Court for summary judgment against [MDZ Fleet Solutions] on the following terms", including "[p]ayment of any outstanding amount due, owing and payable by [MDZ Fleet Solutions] to [the AA]".

[4] There's no dispute that MDZ Fleet Solutions missed some of the payment deadlines.

[5] At the hearing, the parties agreed that MDZ Fleet Solutions now owes the AA R94 184.13. Counsel for MDZ Fleet Solutions rightly conceded that the amount claimed is liquidated under rule 32. MDZ Fleet Solutions maintained, however, that summary judgment shouldn't be granted, alternatively that any order in the AA's favour should be suspended for thirty days to give MDZ Fleet Solutions one last chance to pay before the AA executes the judgment.

[6] In its affidavit opposing summary judgment, MDZ Fleet Solutions says it "does not dispute that an indebtedness exists." I am satisfied that what MDZ Fleet Solutions owes the AA is a liquidated amount because MDZ Fleet Solutions concedes it is due and because it is, in any event, capable of easy ascertainment based on the price schedule in the contract. I am also satisfied that the AA has complied with the other requirements for an application for summary judgment under rule 32.

[7] In its heads of argument, MDZ Fleet Solutions summarises its opposition to summary judgment in six points. In my view, none raises a defence that's bona fide and good in law, and there's no reasonable possibility that any would succeed at trial.

[8] MDZ Fleet Solutions's first point is that this application isn't suitable for the "extraordinary remedy of summary judgment". The argument sets off from the wrong premise. The Supreme Court of Appeal long ago dispelled the tired notion that summary judgment is extraordinary, even though that stock description enjoys an active retirement in just about every opposition to

summary judgment, see *Joob Joob Investments (Pty) Ltd v Stocks Mavundla Zek Joint Venture* 2009 (5) SA 1 (SCA) at para 32. I see no principled reason why this application isn't suitable for summary judgment. MDZ Fleet Solutions's concedes it owes the AA in the settlement, concedes it owes the AA in its affidavit opposing summary judgment, and conceded it owes the AA at the hearing.

[9] MDZ Fleet Solutions's second point is that the settlement raises four triable issues: whether the payment arrangement in the settlement is a compromise or variation; whether the AA, by accepting payments under the settlement, elected to proceed under it; whether the AA is entitled to persist with summary judgment without first cancelling the settlement; and the correct balance.

[10] The first three sub-points aren't triable issues because paragraph 8 of the settlement lets the AA apply for summary judgment on "any outstanding amount due, owing and payable" if MDZ Fleet Solutions failed to make payment "on any of the stipulated dates". The fourth sub-point isn't a triable issue but straightforward number crunching—and, in any event, it fell away once everyone agreed shortly before the hearing on what MDZ Fleet Solutions owes.

[11] MDZ Fleet Solutions's third point is that the AA "accepted substantial payments pursuant to that arrangement". That's not a legal defence to the AA's claim. If the argument is that accepting part payments was some kind of variation of the settlement, then that argument is no good because the settlement has a no-variation clause.

[12] MDZ Fleet Solutions's fourth point is that "[t]he legal effect of that arrangement, and [the AA's] election to continue receiving performance thereunder, raises bona fide triable issues." That's just a different shade of the second and third points that I've already rejected.

[13] MDZ Fleet Solutions's fifth point is that its conduct "demonstrates a genuine intention to liquidate the debt, inconsistent with any sham defence." But a genuine intention to pay a debt isn't a legal defence if the debt's due.

[14] MDZ Fleet Solutions's sixth point is that it would be "unduly harsh and commercially prejudicial" to grant summary judgment. I accept, in broad terms, that I have a discretion to refuse summary judgment even if the AA meets the test. But I don't see any reason to throw MDZ Fleet Solutions a discretionary lifeline. The Supreme Court of Appeal put it plainly in *Jili v Firstrand Bank Ltd* 2015 (3) SA 586 (SCA) at para 14: "where the liability of the defendant is undisputed", then "the discretion should not be exercised against a plaintiff so as to deprive it of the relief to which it is entitled." Creditors have rights too.

[15] Under the contract, the AA is entitled to interest at 3 percentage points above Prime, or a total interest rate of 13.50%. Interest runs from the date of mora, which is the date of the AA's demand on 6 March 2025.

[16] The AA asked for attorney and client costs in its application. Counsel for the AA wisely retreated to party and party costs; there's no basis for attorney and client costs, either in the contract or because of MDZ Fleet Solutions's litigation conduct. There's also no basis to depart from scale A for the costs of counsel.

[17] MDZ Fleet Solutions asked for a suspension of the order for thirty days. Even if this Court's inherent jurisdiction includes some all-purpose power to suspend orders to give debtors a break, I don't see any basis to come to this debtor's aid. It had plenty time to pay.

[18] The AA's application for summary judgment accordingly succeeds, and I make this order:

1. The Defendant is ordered to pay the Plaintiff R94 184.13.

2. The Defendant is ordered to pay the Plaintiff interest on R94 184.13 at the rate of 13.50% per annum from 6 March 2025 to date of payment.

3. The Defendant is ordered to pay the Plaintiff's costs on the party and party scale, including the costs of one junior counsel on Scale A.

[redacted]

J Mitchell AJ

Acting Judge of the Gauteng Division, Johannesburg

Date of hearing:	31 July 2026
Date of judgment:	31 July 2026
For the Applicant/Plaintiff:	R Lewis instructed by Keith Sutcliffe & Associates
For the Respondent/Defendant:	R Mushiana-Sigwavhulimu instructed by RM Sigwavhulimu Attorneys