



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

- (1) REPORTABLE: NO
(2) OF INTEREST TO OTHER JUDGES: NO
(3) REVISED.

SIGNATURE

DATE: 4 September 2026

Case No. 2026-083525

In the matter between:

BUSINESS PARTNERS LIMITED

Applicant

and

IPG BUILDING GLASS (PTY) LTD

First Respondent

NQOBILE THEMBA NGWENYA

Second Respondent

NQOBILE THEMBA NGWENYA N.O.

PATRICK BIGBOY NGWENYA N.O.

In their capacities as Trustee for the time being of:

OBADAYO FAMILY TRUST

Third Respondent

JUDGMENT

WILSON J:

- 1 This is an application for a money judgment in the sum of just over R1.6 million, together with an order declaring the third respondent's residential property specially executable. The application was enrolled in my unopposed

motion court on 3 September 2026. I postponed the application to 1 February 2027, and reserved costs. I indicated at the time I made this order that I would give my reasons in due course. These are my reasons.

- 2 On 8 May 2024, the applicant, Business Partners, advanced a business loan of R1.2 million to the first respondent, IPG. The loan was secured by means of a suretyship given by the second respondent, Mr. Ngwenya, for IPG's performance of its obligations under the loan agreement, and by a suretyship given by the third respondent, the Obadayo Family Trust, of which Mr. Ngwenya is a trustee. The Trust also provided a surety bond as security for the performance of its obligations under the suretyship. The bond was passed over a property in Witportjie, in which Mr. Ngwenya resides. Mr. Ngwenya confirmed at the hearing that the Witportjie property is his primary residence. It is also clear from the papers that Mr. Ngwenya is the sole registered director of IPG.
- 3 Also on 8 May 2024, Business Partners advanced a further loan of R150 000 to IPG, apparently to pay for accounting and financial reporting software. That loan, too, was secured by the suretyships and surety bonds which the second and third respondents signed.
- 4 The R1.2 million loan was repayable in 57 monthly instalments of just over R30 000. The R150 000 loan was repayable in 48 monthly instalments of just over R3 000. In due course IPG defaulted under both loan agreements. Business Partners asked me to activate its security by granting a money judgment for the full amount outstanding under both agreements, and by granting an order declaring the Witportjie property specially executable. Mr.

Ngwenya appeared in person to ask for more time to meet his obligations under the loan agreements and the suretyships he had agreed to.

5 Ordinarily, I would be disinclined to postpone a matter of this nature without some assurance that a realistic plan to rehabilitate the debtor's performance could be agreed and implemented. In this case, however, I was convinced that a postponement should be granted.

6 Mr. Ngwenya told me that the surety bond was the sole encumbrance over his home. The property has a market value of R1.8 million. Mr. Ngwenya is not presently in a position either to pay the full amount owing on the two loan agreements for which he stood as surety, or to service the monthly instalments under those agreements, which together add up to just under R35 000. Mr. Ngwenya is confident, however, that he could afford to service an ordinary mortgage bond for an amount equal to his liabilities under the suretyships. This is because the two loans for which Mr. Ngwenya stood surety are repayable over periods of between four and five years. An ordinary mortgage bond, though, would be easier to service, in that payments (albeit at a higher interest rate) would be spread over 20 years. Mr. Naude, who appeared for Business Partners, accepted my suggestion that a mortgage bond for the amounts owed to Business Partners would probably require monthly payments of around half of what is now due monthly under the loan agreements in this case.

7 In these circumstances, it seemed plain to me that execution against Mr Ngwenya's home might be avoided if the loans at issue in this case could be spread over a longer repayment period, or if the amounts due under the

suretyships could be paid in full by means of an ordinary mortgage finance raised against the property from another lender.

8 It was to explore these possibilities that I postponed the application to 1 February 2027. To do otherwise would be to countenance execution against Mr. Ngwenya's home in circumstances where such execution might be disproportionate, because there are other readily apparent ways of meeting Mr. Ngwenya's liabilities without selling his home. That would obviously be inconsistent with the proportionality principle set out by the Constitutional Court in *Gundwana v Steko Development* 2011 (3) SA 608 (CC) at paragraph 54.

9 It was for these reasons that I made my order of 3 September 2026.



S D J WILSON
Judge of the High Court

This judgment was prepared by Judge Wilson. It is handed down electronically by circulation to the parties or their legal representatives by email, by uploading it to the electronic file of this matter on Caselines, and by publication of the judgment to the South African Legal Information Institute. The date for hand-down is deemed to be 4 September 2026.

HEARD ON: 3 September 2026

DECIDED ON: 3 September 2026

REASONS: 4 September 2026

For the Applicant: W Naude
Instructed by Tim du Toit & Co Inc

For the Respondents: Mr. Ngwenya in person