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IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, PRETORIA

CASE NO: 86258/2017

(1) REPORTABLE: NO

(2) OF INTEREST TO OTHER JUDGES: NO

(3) REVISED.

DATE 20/08/2026

SIGNATURE

In the matter between:

THE STANDARD BANK OF SOUTH AFRICA LIMITED

Plaintiff

and

BONI PATRICIA BEAUTY DIBATE

Defendant

JUDGMENT

LABUSCHAGNE J

- [1] The is a Commercial Court trial in which the plaintiff seeks recovery of money lent and advanced to the principal debtor from the defendant, who signed surety for the debts of the principal debtor.

- [2] In March 2008 Swingers Properties CC (the principal debtor) entered into a home loan agreement with the plaintiff for the purchase of Portion 11 of Erf 1[...], B[...] Ext. 10, I[...] Extension 6, Registration Division JQ for a purchase of R1,8 million.

- [3] The defendant was the sole member of the principal debtor and she signed as surety for the aforesaid debt, which debt was capped at R1,8 million (excluding arrear interest and costs).

- [4] In 2013 the principal debtor was finally wound up. The property was sold in execution as part of the winding up, and the bank received a dividend of R150 000.00. No liquidation and distribution account has been provided, and the bank has not been able to establish what the selling price of the immovable property was.

- [5] At the commencement of the trial I refused an application for a postponement aimed at first obtaining a ruling from the banking ombud regarding a complaint of the defendant against the plaintiff.

- [6] The investigation by the Ombudsman cannot deliver a result which is binding on this court and a delay of this matter for purposes of obtaining a ruling by the Ombudsman would be futile. The request for a postponement was consequently refused.

- [7] The loan agreement and the suretyship both provide that a certificate signed by a manager of the bank, whose appointment need not be proven, would be *prima facie* evidence of the outstanding amount due. The plaintiff called a manager, Mr Gihwala, who is a manager in the Legal Department of Standard Bank. He confirmed a certificate of indebtedness for the amount claimed. The defendant appeared in person and did not dispute her indebtedness.
- [8] Numerous special pleas were pleaded but no cross-examination relating to them was raised. The defendant testified and presented no evidence in support of any of the special defences that she had raised in her pleadings. The special pleas included *lis pendens*, non-joinder of the liquidator, res judicata and prescription. Her evidence consisted in the main of repeating her request for a postponement.
- [9] The defendant's main concern has been formulated in an affidavit which she has handed up as an exhibit, in which she again sought that the trial be postponed pending a ruling by the Ombudsman, to whom she had referred a complaint against Standard Bank. Her concern is that the Bank did not protect her interests in the winding up of the principal debtor. I have read the affidavit and the complaint to the Ombudsman does not disclose a defence to the current action. It is a customer relations issue.
- [10] The affidavit which was handed up in this regard also represents the only argument which the defendant wished to advance in opposition to judgment being granted.

[11] It suffices to state that the plaintiff has proven the liability of the defendant. I am satisfied that no defence has been established and that the plaintiff succeeds for the amount set out in the certificate of indebtedness. The amount due is R1 454 430.26 together with interest. The suretyship provides for costs on an attorney and client scale.

ORDER

[12] The following order is made:

1. The defendant is to pay the plaintiff the amount of R1 454 430.36 (one million four hundred and fifty-four thousand four hundred and thirty Rand and thirty-six Cents).
2. Interest on the aforesaid amount at the rate of 8,45% per annum from date of judgment to date of final payment.
3. The defendant is ordered to pay the costs of the action on an attorney and client scale, Scale C.
4. Any amount received by the plaintiff after the date of this order as a liquidation dividend or a distribution from the liquidation estate of Swingers Properties CC (in liquidation) and attributable to the realisation of its immovable property situated at Portion 11 of Erf 1[...], I[...] Ext. 6 Township, Registration Division JQ, North West Province, shall on the date of receipt, be credited against the amounts owing by

the defendant in terms of paragraphs 1 and 2 above. The plaintiff is only entitled to the balance remaining after such credit.

LABUSCHAGNE J

JUDGE OF THE HIGH COURT

APPEARANCES:

For the Plaintiff: Adv R Raubenheimer
 Groenkloof Chambers
 Pretoria

Instructed by: Vezi & De Beer Inc (Alta Britz Attorney)

For the Defendant: Defendant in person
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