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**REPUBLIC OF SOUTH AFRICA
IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, JOHANNESBURG.**

Case No: 2025-054615

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

SIGNATURE

DATE: 21 August 2026

In the matter between:

THE STANDARD BANK OF SOUTH AFRICA, LTD

Plaintiff

And

GEORGE BOUDOURIS

Defendant

(Identity Number: 7[...])

Coram: Noko J

Heard on: 2 June 2026

Delivered on: 21 August 2026

Summary: Summary Judgment – defences underpinned by facts not raising triable issues – summary judgment granted.

ORDER

On the application for summary judgment, the following order is made:

1. Cancellation of the instalment sale agreement is confirmed.
2. The Defendant is ordered to return to the Plaintiff a 2019 Mercedes-Benz GLC 250 with engine number 2[...] and chassis number W[...].
3. The Plaintiff's claim for damages is postponed *sine die*.
4. Interest on the damages at the rate of 9.000% per annum from 7 January 2025 to date of payment, both dates inclusive.
5. The Defendant is ordered to pay the Plaintiff's costs of suit.

JUDGMENT

NOKO J

Introduction

[1] The plaintiff commenced an application for summary judgment against the defendant, seeking an order to cancel an instalment sale agreement, to return the motor vehicle, and to postpone the damages claim *sine die*. The application was preceded by the service of a summons on the defendant, who filed a notice to defend, a plea, and a counterclaim.

[2] The defendant opposes the application for summary judgment and has filed an affidavit setting out the defences pleaded in the plea and counterclaim.

[3] The parties would be referred to as they appear in the action.

Parties

[4] The plaintiff is Standard Bank of South Africa Limited, a company with limited liability, incorporated in accordance with the laws of the Republic of South Africa, with its registered offices at 9th Floor, Standard Bank Centre, [...] S[...] Street, Johannesburg. The defendant is George Boudouris, an adult male with his *domicilium* address at [...] M[...] M[...], 9[...] B[...] F[...] Dr, F[...], Johannesburg.

Background

[5] The parties entered into an instalment sale agreement (the agreement) on 7 July 2022 for the purchase of a motor vehicle, namely a 2019 Mercedes-Benz 250 (“the vehicle”), with engine number 2[...], chassis number W[...], and registration number J[...]. The plaintiff was duly represented by its authorised representative, and the defendant acted in his personal capacity.

[6] The purchase price was R 465 134.36 (Four Hundred and Sixty-Five Thousand One Hundred and Thirty-Four Rands and Thirty-Six Cents). The total cost of the agreement, including interest, costs and charges, was R 583 656.60 (Five Hundred and Eighty-Three Thousand Six Hundred and Fifty-Six Rands and Sixty Cents). The defendant agreed to pay a monthly instalment of R 9 727.61 over 60 months.

[7] The agreement provides, *inter alia*, that the plaintiff shall remain the owner of the vehicle until the defendant pays all amounts due under the agreement. It further provides that the total amount due shall be as shown on the Certificate of Balance, which shall be *prima facie* evidence of the outstanding amount.

[8] In pursuance of the agreement, the plaintiff delivered the vehicle to the defendant, who commenced making monthly payments to the plaintiff. The plaintiff avers that the defendant breached the agreement by defaulting on his monthly payments and has been in arrears in the amount of R 61 532.13 as at 7 January 2025. The plaintiff, registered as a credit provider in terms of the National Credit Act¹ (NCA), dispatched a Notice dated 24 March 2025, in terms of section 129(1) read with section 130 of the NCA, demanding payment and informing the defendant of the options available to him under the NCA.

[9] The defendant failed to heed the notice in terms of section 129 of the NCA, and the plaintiff sued out a summons for the relief set out above. The summons was served, and the defendant served a plea and raised the defences, *inter alia*, challenging the Court's jurisdiction and further alleging that the agreement was tainted with fraud.² The

¹ Act 34 of 2005.

² Other defences include disputing indebtedness, debt settled, impossibility of performance and the counterclaim.

plaintiff subsequently launched an application for summary judgment in terms of Rule 32 of the Uniform Rules of Court, which the defendant opposes and which is now before me.

Issues for determination

[10] The issues for determination are whether the plaintiff satisfied the requirements for summary judgment; whether the defence raised triable issues; and whether the defendants' counterclaim is sustainable.

Legal principles.

[11] The test for the adjudication of a summary judgment application was restated by the Supreme Court of Appeal in *Cohen*,³ as determining "... whether the facts put up by the defendants raise a triable issue and a sustainable defence in the law, deserving of their day in court. The defendants must fully disclose the nature and grounds of their defence and the material facts on which it is founded. All a defendant has to do is set out facts which, if proven at trial, will constitute a good defence to the claim."⁴ The bar is low, and the party should show that there is a defence and that he/she would be entitled to leave to defend, even if the prospects of success with such a defence are poor.

Contentions and analysis.

[12] The plaintiff contends that it has a liquidated claim, as evidenced by the Certificate of Balance annexed to the particulars of claim. Further, the defendant has raised frivolous and preposterous defences that bear no relation to the legal jurisprudence of the Republic of South Africa and are the product of a creative mind, allegedly supported by AI. Those defences are addressed below.

Jurisdiction

[13] The defendant contends that this Court has no jurisdiction because he is not a living being but a legal persona "... created and assigned to the living Soul, George, who acts on its behalf." "There are no legal persons in the natural world of creation." As a living Soul, he is an "... original creation of Natures God and should not be confused with a legal person or natural person." Further, he is "...privately domiciled in a non-

³ *Cohen N O & Others v D* [2023] ZASCA 56.

⁴ *Id* at para 31.

military occupied private estate on the land and soil of creation, known as the Kingdom of God, which is ...not subject to the jurisdiction of the Republic of South Africa.”⁵

[14] In turn, the plaintiff contends that this Court has jurisdiction in terms of section 21(1)⁶ of the Superior Courts Act⁷ as the defendant is identified and resides within its jurisdiction. The allegation that the Republic of South Africa is the public trustee and that the Court, by assuming jurisdiction, operates as a “trustee *de son tort*”, because he is a living soul acting as an agent for the true party, is denied.

[15] I have considered the submission of both parties and find the defendant's contentions strange and contradictory. In one sentence, he states that he is not a living being but a legal *persona*, and in the same breath, that he is not a legal or a natural *persona*. All this gives the impression that the defendant denies his existence in this world altogether; alternatively, his version as a natural person recognises him as a living Soul. He may be correct that the Court has no jurisdiction over his soul, but it certainly has jurisdiction over him as a natural person. Accordingly, it is ordered that in his capacity as a natural person who entered into a contract in that capacity, he is a subject falling within this Court's jurisdiction and his defence or point on limine falls to be dismissed.

Indebtedness.

[16] The defendant contends that, when the agreement was entered into, the plaintiff received consideration of R 583 656.60, recorded it as an asset in its books, and simultaneously recognised a liability of R 465 134.36 on the balance sheet, representing money owed by the plaintiff. The books would then show that the plaintiff received R

⁵ See definition of a living Soul in the Defendant's Answering Affidavit at CL 01-115.

⁶ “Persons over whom and matters in relation to which Divisions have jurisdiction

(1) A Division has jurisdiction over all persons residing or being in, and in relation to all causes arising and all offences triable within, its area of jurisdiction and all other matters of which it may according to law take cognisance, and has the power-

(a) to hear and determine appeals from all Magistrates' Courts within its area of jurisdiction;

(b) to review the proceedings of all such courts;

(c) in its discretion, and at the instance of any interested person, to enquire into and determine any existing, future or contingent right or obligation, notwithstanding that such person cannot claim any relief consequential upon the determination.”

⁷10 of 2013.

583 656.60 but paid out only R 465 134.36, leaving a difference of R 118 522.24, which is now due to the defendant. Consequently, any monies paid to the plaintiff constituted unjust enrichment.

[17] He contends that the plaintiff's reference to the debt in its books is, in fact, payment by the defendant to the plaintiff for a valuable financial product which the defendant provided to the plaintiff. To this end, the vehicle was fully paid for, and the plaintiff's contention that ownership remained with the plaintiff is devoid of legal basis.

[18] In addition, he argues that the amount in the certificate of balance is incorrect because it failed to consider the amount tendered (which was not processed, credited, accounted for, or protested by the plaintiff), and that, had it been reflected, the balance would have been zero.

[19] He further contends that the signed agreement should qualify as collateral given to the plaintiff, which is a valuable financial product,⁸ or money-instrument, and can under certain circumstances be sold. The agreement was "... created, issued and delivered to the plaintiff in exchange of the vehicle purchased" by the living soul.

[20] On the other hand, the plaintiff disputes the allegation that the agreement was a valuable financial product or promissory note in the amount of R 583 656.60, which constituted payment. It was a credit instalment transaction in terms of which an amount of R 465 134.36 was advanced to the defendant towards the purchase of the vehicle.

[21] The defendant fails to distinguish between the principles governing his obligations and rights under the agreement and the accounting principles for recording in a creditor's books. The agreement is a valuable financial product in the creditor's hands, and it may be sold to a third party provided it is linked to the defendant's payment of instalments; without that link, it is not worth the paper it is written on. The bank may sell the agreement to a third party, who will expect payment of the instalments from the

⁸ As defined in the Financial Advisory and Intermediary Services Act 37 of 2002, in the amount of R 583 656.60. "This valuable financial instrument, containing a promise or undertaking to pay, is in legal and financial character, a promissory note (a note), which is a form of money, as defined under the Currency and Exchanges Act 1933." CL 015-124.

defendant. He purchased a vehicle on credit and paid instalments until he defaulted. He did not extend any credit to the bank. Accordingly, the defendant's contention defies legal logic and is bound to fall flat.

Fraudulent misrepresentation

[22] The defendant further contends that the plaintiff committed fraud, inducing him to enter into the agreement from which he now seeks to resile, by failing to disclose the full facts and the truth of the matter at hand, “creating an illusion that a debt was owed”. He further argues that the plaintiff made fraudulent misrepresentations and engaged in deception when entering into the credit agreement, which was simply a valuable financial product. The defendant contends that he was unaware of the true character of the financial instrument he created.⁹

[23] In turn, the plaintiff contends that the defendant has provided no evidence of the alleged fraud. In addition, the agreement is a standard agreement entered into in accordance with the NCA.

[24] In evaluating this defence, the Court is enjoined to consider whether it raises a triable issue. The SCA in *C W*¹⁰ at para 36 referred with approval to the sentiments expressed regarding the requirements for proving fraud, as set out in *Geary*¹¹ namely: (a) a representation by the other party; (b) knowledge by the representor that the representation is false; (c) that the representation induced the representee to act; (d) that the representee suffered damages as a result.

[25] The facts are that the plaintiff sold a motor vehicle to the defendant on credit and delivered the vehicle to the defendant. The defendant takes no issue with the vehicle or contends that there are defects or that the model year is incorrect. There is no evidence that he has suffered any prejudice, which he would need to show to prove fraud. There is

⁹ The defendant further contends that there was an error, as he has in fact provided the plaintiff with valuable consideration in the amount of R 583 656.60, and the plaintiff provided book-entry credit in the amount of R 465 134.36. In the end, there was an error, and the plaintiff did not account for the defendant's originally issued financial products. For accounting purposes, the financed portion and future obligations of an instalment sale are recognised on the balance sheet as financial liabilities (under loans/borrowings or amortised cost) and are subject to credit risk evaluations under IFRS 9 Financial Instruments.

¹⁰ *C W v G T* [2023] ZASCA 23.

¹¹ *Geary & Son (Pty) Ltd v Gove* 1964 (1) SA 434 (A).

no evidence of any fraud or deception on the part of the plaintiff. Accordingly, this defence has also been rejected.

Impossibility of performance

[26] The defendant raises a defence of impossibility of performance and argues that the agreement cannot be enforced. He stated that “[a] current search on the internet reveals that the total amount of debt in the Republic, which requires to be paid by this legal tender money, is in the region of R 8.5 trillion. Therefore, it is wholly impractical, and legally impossible, to expect anyone to pay the existing debts in legal tender, as there is simply not enough in existence or in circulation.”

[27] The plaintiff contended that the reliance on the assertion that transactions are subject to payment by coins limited to R 50.00, and that it would be impossible to perform, is misguided. The parties have agreed on payment terms, and the agreement is not being challenged on the basis of non-compliance with the law requiring payment in coins. The defendant fails to demonstrate that performance under the agreement would be impossible.

[28] It is trite that where a party raises a defence of impossibility of performance, the court has discretion to permit a party to resile from the agreement. The defendant would have to demonstrate that it is objectively unable, beyond all doubt, to render performance. Such a contract would be void if it is shown that the impossibility is absolute. If any other person can perform, bar the defendant, the impossibility is subjective and would not affect the enforceability of the agreement.¹² It was stated in *MV Snow*¹³ (albeit in relation to vis major) that:

¹² See Senyatsi J in *Standard Bank of South Africa Limited v Willis and Another* [2024] ZAGPJHC 1263, where he stated at para 20 that “[s]upervening impossibility occurs when the performance of contractual obligations becomes objectively impossible due to unforeseeable and unavoidable events that are not the fault of any party to the contract.” He further quoted the Constitutional Court in *Barkhuizen v Napier* [2007] ZACC 5; 2007 (5) SA 323 (CC); 2007 (1) BCLR 691 (CC) at para 75, where the court held that “[f]or instance, common law does not require people to do that which is impossible. This principle is expressed in the maxim *lex non cogit ad impossibilia* – no one should be compelled to perform or comply with that which is impossible. This maxim derives from the principles of justice and equity that underlie the common law. Over the years the maxim has become entrenched in our law and has been applied to avoid time-bar provisions in statutes...”

¹³ *Transnet Ltd t/a National Ports Authority v Owner of MV Snow Crystal* [2008] ZASCA 27; 2008 (4) SA 111 (SCA); [2008] 3 All SA 255 (SCA).

“...As a general rule impossibility of performance brought about by *vis major* or *casus fortuitus* will excuse performance of a contract. But it will not always do so. In each case it is necessary to ‘look to the nature of the contract, the relation of the parties, the circumstances of the case, and the nature of the impossibility invoked by the defendant, to see whether the general rule ought, in the particular circumstances of the case, to be applied’. The rule will not avail a defendant if the impossibility is self-created; nor will it avail the defendant if the impossibility is due to his or her fault. Save possibly in circumstances where a plaintiff seeks specific performance, the onus of proving the impossibility will lie upon the defendant.”¹⁴

[29] The defendant has failed to objectively explain why it is impossible for him or any other person to make payment as agreed. He is also not required to make payment in coins below R 50.00. He failed to explain why this internet search should be an authority for the Court to conclude that he would not be able to make the payment he has undertaken. The defence raised is therefore unsustainable.

Legal tender

[30] The defendant contends that he tendered R 242 042.86 to settle the whole indebtedness in terms of the Bills of Exchange Act¹⁵, and that the plaintiff improperly refused to accept it. The tender was made on behalf of George Boudouris-Trusts to settle the debt. By failing to accept the payment and credit the defendant’s account, the plaintiff contravened section 126 of the NCA, which provides that the credit provider must accept every payment tendered. Consequently, the bill is discharged in terms of section 43(b) of the Bills of Exchange Act.

[31] The defendant maintained that the tender is an instrument issued under the Bills of Exchange Act, as amended by Act 56 of 2000, section 2(3), which provides that “...an unqualified order to pay coupled with –(b) a statement of the transaction which gives rise to the bill, is unconditional within the meaning of the said subsection.” The defendant therefore argued that the plaintiff’s contention that it is not a valid tender or financial instrument is rejected.

¹⁴ *Id* at para 28.

¹⁵ Act 34 of 1964.

[32] In reply, the plaintiff contends that the defendant's assertion that the rejection of the tender of payment (accepted bill) of R 242 042.86 violates sections 126(b) and (c) of the NCA and the Bills of Exchange Act is baseless. Importantly, the alleged instrument was not authorised by the National Treasury and could be construed as a discharge of a debt. The plaintiff further submits that the tender has been rejected.

[33] It is trite that the credit provider's obligation to accept payments by bill of exchange arises only if the parties' agreement provides for such a method of payment.¹⁶ If it does not, the credit provider is not obliged to accept such payments. The same applies if the credit provider has previously agreed to accept a negotiable instrument instead of legal tender. In any event, the tender was made on behalf of the trust, which is not a party to this *lis* and/or to the credit agreement entered into between the parties.

[34] To the extent that the defendant has not demonstrated that an alternative tender for the payment is sanctioned by the agreement, then *cadit quaestio*.

[35] The defendant further contends that the plaintiff failed to comply with the provision of the NCA in that the notice in terms of section 129 of the NCA was not served, since the arrears amount was not disclosed together with a breakdown of how the arrears were calculated. He referred to *Reinecke*¹⁷ where it was remarked that "...s 129 NCA notice was not complied with, which must reflect the correct arrears amount, together with a breakdown of that amount." The plaintiff has therefore breached the agreement and cannot now claim to validly cancel same and claim the return of the goods.

[36] In retort, the plaintiff contended that the defence is flawed and that compliance with section 129(1) of the NCA is "... not disputed on any tenable basis"

[37] I have considered the defendant's contention and find that the judgment he referred to is distinguishable, as there was a dispute regarding the alleged arrears and further that the bank sought an order for a money judgment. In this instance, the

¹⁶ *Matador Buildings Pty Ltd v Harman* 1971(2) SA 21 CPD at 25H (albeit referring to payment by cheque).

¹⁷ *Firststrand Bank Limited v Reinecke* (A103/2024) [2025] ZAGPPHC 57 (21 February 2025).

defendant disputes the existence of the agreement on various grounds and at the same time argues that he has paid all that is due. His case does not address the arrears claimed by the plaintiff. In addition, the plaintiff in casu is not seeking a money judgment.

[38] It has been shown that the defence raised by the defendant is contradictory and is approbating and reprobating. It was stated in *Erasmus*¹⁸, where Lord Shaw in *Johannesburg Municipal Council v D Stewart and Co* 1909 S.C (H.L) 53 was quoted as stating that:

"It does not appear to me to be sound law to permit a person to repudiate a contract,

and thereupon specifically found upon a term in that contract which he has thus repudiated."¹⁹

[39] The courts in general frown on a party who fails to put up an intelligible defence by blowing hot and cold. This defence is also unsustainable.

Counterclaim

[40] The defendant's counterclaim is based on the allegation that the amount of R118 was transferred to MERCEDEZ FINANCIAL SER (VAF) in payment of goods and also repayment of the total instalment paid, including the interest, fees and charges received by the plaintiff as unjust enrichment, as there was no debt existing and same was settled by the bill tendered on 2 February 2024 in the amount of R 232 042.86. In the premises, the defendant claims the dismissal of the plaintiff's claim, alternatively that it be reduced, having regard to the value of the counterclaim, which an independent auditor must determine.

[41] In its plea to the defendant's counterclaim, the plaintiff denies the defendant's averments and specifically denies that the agreement constitutes a money instrument or security of which the defendant is entitled to reclaim the value; that the defendant has provided the plaintiff with any creations, money instruments or securities of value; that

¹⁸ *Erasmus v Pienaar* 1984 (4) SA 9 (T).

¹⁹ *Id* at 24B.

the plaintiff was unjustly enriched by receipts of payments from the defendants made on the strength of the agreement; or that any deceptive practices or fraudulent non-disclosure were committed.

[42] The plaintiff contends that the counterclaim, based on the assertion that the defendant was a creditor, is legally untenable and unsustainable.

[43] The contention underlying the counterclaim that the plaintiff owes the defendant has been dealt with together with the contention that there was a valid tender, and it has no sound legal basis in our law and falls to be dismissed.

Conclusion

[34] The defences raised by the defendant are indeed attractive yet peculiar. However, they have no legal foundation within the scheme of credit agreements. His arguments only invite a debate of no practical value or may be mistaken for seeking refuge in a mirage of confusion.

[35] Ordinarily, the common law principle of *lex specialis derogate legi generali* (or *generalia specialibus non derogate*) restrains a party from bypassing a statute which comprehensively governs a specific matter to have recourse to a separate general statute or common law. The agreement between the parties falls within the four corners of the NCA, which defines the instalment agreement as:

“instalment agreement means a sale of movable property in terms of which all or part of the price is deferred and to be paid by periodic payments; possession and use of the property is transferred to the consumer; ownership of the property either passes to the consumer only when the agreement is fully complied with, or passes to the consumer immediately subject to a right of the credit provider to re-possess the property if the consumer fails to satisfy all of the consumer’s financial obligations under the agreement.”²⁰

²⁰ See section 1 of the NCA.

[44] The plaintiff's case aligns with the definition and is not open to any criticism. Reference to other statutes is unfounded. It therefore defies logic to find any aspect of the defence rational. The resistance to the claim is also fraught with insurmountable shortcomings.

[36] All other issues should not detain this Court as they were not raised in the plea as the basis of the defence.²¹

Costs

[37] Costs should follow the result.

Order

[45] As a result, I make the following order

1. Cancellation of the instalment sale agreement is confirmed.
2. The Defendant is ordered to return to the Plaintiff a 2019 Mercedes-Benz GLC 250 with engine number 2[...] and chassis number W[...].
3. The Plaintiff's claim for damages is postponed *sine die*.
4. Interest on the damages at the rate of 9.000% per annum from 7 January 2025 to date of payment, both dates inclusive.
5. The Defendant is ordered to pay the Plaintiff's costs of suit.

M V NOKO
Judge of the High Court

DISCLAIMER: This judgment was prepared and is handed down electronically by circulation to the Parties /their legal representatives via email and by uploading it to the electronic file of this matter on CaseLines. The date for hand-down is deemed to be 21 August 2026.

Appearances:

²¹ *Bragan Chemicals Pty Ltd v Devland Cash and Carry Pty Ltd and Another* [2020] ZAGPPHC 397 at para 7; *MJG Logistics (Pty) Ltd v Foloyi Construction and Projects CC* [2024] ZAMPMHC 37 at para 12.

For the Plaintiffs:

R Bvhumbi, instructed by Findlay and
Neimeyer.

For the Defendant:

G Boudouris (*In person*)