

**THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, JOHANNESBURG**

Case no 2025-036774

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| (1) | REPORTABLE: Yes ☐ / No ☒ |
| (2) | OF INTEREST TO OTHER JUDGES: Yes ☐ / No ☒ |
| (3) | REVISED: Yes ☒ / No ☐ |

Date: 02 September 2026

In the matter between:

**SB GUARANTEE COMPANY (RF) PROPRIETARY
LIMITED**

Plaintiff/Applicant

And

GODSWILL OTITODILICHUKU EHIRIM

Defendant/Respondent

JUDGMENT

DU PLESSIS J

Introduction

[1] The plaintiff applies for summary judgment and for an order declaring the defendant's immovable property ("the property"), specially executable. The property is the defendant's home.

[2] The defendant was not legally represented. His father, Mr. VO Ehirim, was present to help. The documents mention a power of attorney and the defendant's health issues. During the hearing, I clarified that generally, laypeople cannot represent others in court. Nonetheless, recognizing the defendant's illness and his father's intent to assist, I granted Mr. Ehirim a limited exception to speak on his behalf. His father assured the court he would not seek any fee for his assistance.

[3] During the hearing, Mr. Ehirim did not persist with the defenses outlined in his papers. Instead, he simply stated that his goal was to sell the house. I appreciate the clarity of this stance. This is an important and reasonable issue for the Court to consider, as a private sale generally provides the owner with a better opportunity to get a fair price than a sale in execution.

[4] Having reviewed all the documents, it is evident that the core contractual agreement is not in dispute. The mortgage bond for the plaintiff, the indemnity, the guarantee provision, and the election to claim the full outstanding debt are common cause. The defendant's submissions also do not contest liability. Their main concern relates to the amount specified on the balance certificate and whether reductions in the interest rate have been accurately reflected.

[5] The plaintiff presented a certificate of balance showing an outstanding balance of R1 689 883.46 as of 17 May 2025, with arrears of R285 224.57. To dispute such a balance, a party must provide facts that establish a genuine basis for the disagreement. Simply expressing uncertainty about the calculation is insufficient.¹ The defendant failed to specify a contractual interest rate, identify any incorrect entries, specify a period during which a wrong rate may have been used, or state the amount he genuinely believed was due.

[6] The defendant also raised in the affidavit the issue that the summary-judgment application was filed outside the period specified in Rule 32. The plaintiff's counsel clarified that the plea was filed on 8 April 2026 and the application was instituted on 30 April 2026. The relevant timeframe is based on court days, not calendar days, and by that measure, the application was timely. The additional references to mediation and the magistrates' court were not pursued during the hearing. In any case, they do not constitute a genuine dispute.

[7] Consequently, no valid defence was presented to the plaintiff's claim. Therefore, summary judgment is warranted.

¹ *SB Guarantee Company (RF) (Pty) Ltd v Manzini* [2025] ZAGPPHC 599 para 22.

[8] Granting summary judgment does not mean the Court should overlook that the property is the defendant's home. The Court must carefully evaluate the implications of executing on the property. The best approach is to allow the defendant a genuine chance to sell the property voluntarily before any execution proceeds.

[9] The plaintiff's counsel explained that the defendant can sell the property on his own through an estate agent or use the plaintiff's 'EasySell' process. In this process, the plaintiff helps facilitate the sale, including working with estate agents and managing administration, while the owner stays involved. The plaintiff can also evaluate whether an offer will cover the outstanding debts and related costs.

[10] While the plaintiff is entitled to a judgment and an order declaring the property as specifically executable, it is suitable, considering that the property is the defendant's home and he intends to sell it voluntarily, to delay the execution order for six months. This delay gives the defendant a fair chance to privately market and sell the property, either through an estate agent of his choosing or with the plaintiff's help through the EasySell process, which could lead to a better outcome than a forced sale. The plaintiff does not oppose this extension.

[11] The defendant and his father should weigh both options. A voluntary sale could prevent the disadvantages of an execution sale and might better preserve the remaining value of the property.

[12] The plaintiff placed before the Court an estimated market value of R1 450 000, a municipal valuation of R1 620 000 and a forced-sale value of R1 020 000. The plaintiff originally proposed a lower reserve price after deducting outstanding rates and taxes. In the circumstances of this case, I consider it appropriate to set the reserve price at the forced-sale value, namely R1 020 000. This will provide a measure of protection if an execution sale ultimately becomes necessary.

[13] Although the mortgage bond provides for costs on the attorney-and-client scale, I do not consider such an order appropriate in these circumstances. The defendant is unrepresented and unwell and, through his father, has ultimately

indicated a wish to resolve the matter by selling his home. There is no basis at the hearing before me to award punitive costs. Costs should therefore follow the result on the ordinary party-and-party scale.

Order

[14] The following order is made:

1. Payment of the sum of R1 670 501.38 (ONE MILLION SIX HUNDRED AND SEVENTY THOUSAND FIVE HUNDRED AND ONE RAND AND THIRTY-EIGHT CENTS).
2. Interest on the amount referred to immediately above on R0.00 – R882 000.00 at the rate of 10.790% per annum; and on R882 000.00 – R1 172 000.00 at the rate of 10.965% per annum, and on R1 172 000.00 – maximum at the rate of 11.290% per annum, from 19 February 2025 to date of payment, both dates inclusive.
3. That the immovable property described as –
ERF 8[...] R[...] TOWNSHIP
REGISTRATION DIVISION I.R.
PROVINCE OF GAUTENG
MEASURING 574 (FIVE HUNDRED AND SEVENTY FOUR) SQUARE
METRES
HELD BY DEED OF TRANSFER T[...]
SUBJECT TO SUCH CONDITIONS THEREIN CONTAINED
("the Property")
Is hereby declared executable for the aforesaid amounts.
4. An order authorising the issuing of a writ of execution in terms of Rule 46 as read with Rule 46A of the Uniform Rules of Court, for the attachment of the Property.
5. That a reserve price be set for the sale of the Property, at a sale in execution, in the amount of R1 020 000.
6. Costs of suit on the party and party scale, including costs of counsel on Scale B.
7. The executability of this Order is suspended for a period of 6 (six) months from the date of this judgment.

WJ du Plessis

Judge of the High Court, Gauteng Division,
Johannesburg

Date of hearing:	2 September 2026
Date of judgment:	2 September 2026
For the applicant:	M Ragoale instructed by Vezi & De Beer Inc
For the respondent:	Assisted by Mr VO Ehirim