



THE SUPREME COURT OF APPEAL OF SOUTH AFRICA

MEDIA SUMMARY OF JUDGMENT DELIVERED IN THE SUPREME COURT OF APPEAL

From: The Registrar, Supreme Court of Appeal

Date: 28 October 2025

Status: Immediate

The following summary is for the benefit of the media in the reporting of this case and does not form part of the judgments of the Supreme Court of Appeal

Christoffel Jacobus Petrus Wolmarans N O and Others v The Standard Bank of South Africa Limited (416/2023)
[2025] ZASCA 150 (14 October 2025)

The Supreme Court of Appeal (SCA) today handed down a judgment in an appeal against a decision of the Free State Division of the High Court (the high court), sitting as a court of first instance. The SCA upheld the appeal in part, directed the respondent, the Standard Bank (the bank) to pay the costs of the appeal and set the order of the high court aside. It substituted the order of the high court with an order: declaring two settlement agreements concluded between the bank and the appellants, Mr and Mrs Wolmarans and the Wolmarans Kinder Trust (the trust), void insofar as they relate to the bank's claim against them for any indebtedness of Mr Wolmarans under his overdraft account; dismissed the claim against them based on the overdraft; granted judgment against the trust in respect of two credit agreements where it was the principal debtor; dismissed the further claims against the appellants; rescinded two court orders which had made the settlement agreements orders of court; dismissed further claims pursued by the appellants against the bank in their counter-application; and directed the bank to pay two thirds of the appellants' costs of the proceedings before the high court.

The SCA concluded that as the suretyship provided to the bank was in respect of Mr Wolmarans' overdraft, which, it was accepted was a credit agreement to which the provisions of the National Credit Act 34 of 2005 (the Act) applies, the provisions of the Act also applied to the suretyship. The two settlement agreements were concluded after Mr Wolmarans and the trust defaulted, inter alia, varied the terms of repayment and interest rate charged. The settlement agreements were accordingly supplementary agreements and void insofar as they related to the overdraft liability of Mr Wolmarans. The two court orders which made the unlawful settlement agreements order of court, fell to be rescinded. The settlement agreements were furthermore found to contain unlawful provisions as envisaged in s 90(2)(f) of the Act. The debt enforcement provisions in Chapter 6, Part C of the Act were applicable. Where a trust stands surety in respect of a credit agreement governed by the Act, the bank was not entitled to conclude settlement agreements to achieve enforcement outside the ambit of the Act.

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