



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: 12 November 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

Groundswell Developments Africa (Pty) Ltd and Others v Brown (899/2024) [2025] ZASCA 170 (12 November 2025)

Today the Supreme Court of Appeal (the SCA) dismissed with punitive costs an application for the reconsideration of a prior order refusing leave to appeal. The application was lodged by Mr Jean Pierre Nortje (Mr Nortje) and Groundswell Developments Africa (Pty) Ltd (Groundswell) and Horizon Group (Pty) Ltd (Horizon), companies of which he was sole owner, against Ms Catherine Judy Brown (Ms Brown).

The dispute concerned a residential property in Sea Point, Cape Town (the property) owned by Ms. Brown. She had mandated Mr Nortje as her estate agent to sell the property. Instead of presenting her with two legitimate offers from other buyers, Mr Nortje presented an Agreement of Sale (AOS) where the purchaser was Groundswell, a company he solely owned. Mr Nortje, while purporting to act on behalf of Groundswell, granted a letter of authority to one Ms Crystalla du Plessis (Ms du Plessis) authorising her to conclude a sale of immovable property transaction on behalf of Groundswell. She was neither a director, a shareholder nor employee of Groundswell. She later signed the AOS on behalf of Groundswell. Without Ms Brown's knowledge or consent, Mr Nortje also concluded a Renovation and Repairs agreement with Horizon, which granted it possession of the property and a builder's lien. Mr Nortje subsequently began residing at and using the property as his office without Ms Brown's knowledge or consent. After Ms Brown discovered these facts and cancelled the AOS, Mr Nortje purported to cede all rights under the sale agreement from Ms du Plessis to himself.

The high court declared the AOS invalid and the builder's lien void. It found that Mr Nortje had committed various acts of misrepresentation, did not have a valid fidelity fund certificate at the time, and failed to disclose his own interest in the transaction. The high court found that Mr Nortje was the true purchaser of the property and that he used Groundswell with the assistance of Ms du Plessis as a front. It also found that his use of Horizon was an abuse of juristic personality of this company as a separate entity and that his occupation of the property was unlawful. The high court later refused leave to appeal, a decision subsequently upheld by two judges of the SCA, leading to the current application for reconsideration.

The core issue for determination by the SCA was whether Mr Nortje had successfully met the threshold for a reconsideration application in terms of s 17(2)(f) of the Superior Courts Act 10 of 2013, namely, whether a grave failure of justice would otherwise result or the administration of justice may be brought into disrepute if the prior refusal of leave to appeal was not reconsidered.

The SCA found that the application had no merit. It held that Mr Nortje had hopelessly failed to meet the required legal threshold and had merely sought to re-argue or rehearse the merits of the case, something which s 17(2)(f) is not designed for. The SCA upheld the findings of the high court, stating that the evidence showed that Mr Nortje devised a devious scheme, whereby he used Groundswell and Ms du Plessis as a front to acquire Ms Brown's property. The SCA also agreed that his use of Horizon constituted an abuse of the juristic personality of Horizon as a separate entity.

As a result, the SCA dismissed the application and ordered Mr Nortje to pay Ms Brown's costs on a scale between attorney and client. The SCA suspended the operation of the order, regarding costs, for ten days to afford Mr Nortje an opportunity to file an affidavit to motivate why the order regarding costs should not take effect within ten days. Ms Brown was also granted leave to file an answering affidavit within five days after Mr Nortje files his affidavit.

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