



**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:** 20 June 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***

*Intengo Imoto (Pty) Ltd t/a Northcliff Nissan v Zoutpansberg Motor Wholesalers CC t/a Hyundai Louis Trichardt (474/2024) [2025] ZASCA 93 (20 June 2025)*

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Today, the Supreme Court of Appeal (SCA) upheld an appeal by Intengo Imoto (Pty) Ltd t/a Northcliff Nissan (Intengo) with costs. It also set aside an order of the Limpopo Division of the High Court, Thohoyandou (the high court) and replaced it with the following order: ‘The appeal is dismissed with costs’. In October 2018, Intengo sold two Nissan NP200 vehicles to Zoutpansberg Motor Wholesalers CC t/a Hyundai Louis Trichardt (Hyundai) for R290 000. Invoices, including Intengo’s correct FNB banking details, were emailed to Hyundai. Hyundai purportedly paid the amount via electronic funds transfer (EFT) into a fraudulent account and received both vehicles. Intengo, however, never received payment.

The Regional Division of Limpopo, held at Louis Trichardt (the regional court) held that Hyundai is liable for payment, finding that it had negligently failed to verify the banking details, thus remaining indebted to Intengo. The high court overturned this decision, reasoning that Intengo failed to prove a breach of contract and bore the risk by choosing EFT, as its chosen mode of payment, and email, as its chosen mode of communication. The high court dismissed Intengo’s claim with costs.

The SCA reversed the high court’s decision. It held that Hyundai bore the burden to prove payment into the correct account, and its failure to verify the banking details meant that the obligation to pay remained. This Court found that payment via EFT is only complete when the funds are received by the correct account holder. The risk of erroneous payment due to the cybercrime was that of the payer in this instance.

A debtor bears the risk of misdirected EFT payments, and must ensure that the payment is made to the correct bank account. The onus of proof in contract disputes over payment lies with the payer (debtor). Cybercrime risks do not automatically shift liability to the payee and

the courts will not impose an overarching legal duty on creditors to protect debtors from cyber fraud.

As a result, the appeal is upheld with costs.

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