

SOUTH AFRICA / JUDGMENT

Sunlyn (Pty) Ltd and Another v Clear Road Financial Services (Pty) Ltd and Another (2021/58172) [2025] ZAGPJHC 145 (17 February 2025) [2025] ZAGPJHC 145

COURT

South Gauteng High Court, Johannesburg

BEFORE

GC Wright

CASE / FILE NUMBER

2021/58172

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IN THE HIGH COURT OF SOUTH AFRICA

GAUTENG DIVISION, JOHANNESBURG

CASE NO: 2021/58172

1. Reportable: No
2. Of interest to other judges: No
3. Revised

17 February 2025

SUNLYN (PTY) LTD

FIRST APPLICANT

(Registration Number: 1988/000417/07)

SASFIN BANK LIMITED

SECOND APPLICANT

(Registration Number: 1951/002280/06)

and

CLEAR ROAD FINANCIAL SERVICES (PTY) LTD FIRST RESPONDENT

(Registration Number: 2013/028963/07)

EVANS MAHOKO MENONG

SECOND RESPONDENT

(Identity Number: 7[...])

JUDGMENT

WRIGHT J

1. The first plaintiff, Sunlyn and the second plaintiff, Sasfin issued summons against the first defendant, Clear Road and the second defendant, Mr Menong. In the particulars of claim it is alleged that as long ago as 2006 Sunlyn ceded to Sasfin future debts that would become owing to Sunlyn.

The particulars of claim allege that during 2019, Sunlyn hired a PABX device to Clear Road and that Mr Menong guaranteed the debt of Clear Road to Sunlyn. It is alleged that Clear Road is in arrears.

3. The prayers in the particulars of claim allege that “The second plaintiff, alternatively the First Plaintiff, claims from the First and Second Defendants.....”
4. A plea was filed and the plaintiffs now seek summary judgment.
5. The affidavit resisting summary judgment is deposed to by Mr Menong, a financial planner for Clear Road. Like the plea, the affidavit sets out in considerable detail that Mr Menong was approached by an entity called On Point which got him to sign blank documents and promised a reduced phone bill. Mr Menong thought that he was contracting with On Point. The product and service were well below that promised and inflated accounts then started arriving from the present applicants.
6. With this detailed and plausible defence, the application fails.

ORDER

1. The defendants are granted leave to defend, costs in the cause.

GC Wright

Judge of the High Court

Gauteng Division, Johannesburg

HEARD: 17 February 2025

DELIVERED: 17 February 2025

APPEARANCES:

Applicants Adv BC Bester

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CASE PAGE <https://chat.esheria.ai/case-law/south-africa/sunlyn-pty-ltd-and-another-v-clear-unknown-topic-agpjhc-2025--6a3ea51a3b1caa9129810fcc>

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