IN THE HIGH COURT OF SOUTH AFRICA

GAUTENG DIVISION, PRETORIA

CASE NO: 079521/2024

DATE: 25-08-2025

DELETE WHICHEVER IS NOT APPLICABLE
(1) REPORTABLE: YES / ~~NO.~~
(2) OF INTEREST TO OTHER JUDGES: YES / ~~NO.~~
(3) REVISED.
DATE 09/09/[redacted]
SIGNATURE

In the matter between

FFS FINANCE Plaintiff

and

NET WEALTH Defendant

J U D G M E N T

MAKHOBA, J: The Court will give the *ex-tempore* judgment which is as follows:

1. This is an opposed application for summary judgment.

2. The defendants have given notice of their intention to defend the instituted action and the subsequent plea was delivered by the defendants.

3. The application for summary judgment relates *inter alia* to the plaintiff's motor vehicle which the first defendant

purchased from the plaintiffs in terms of the common cause written instalment sale agreement, which is reflected in the particulars of claim.

4. The first defendant is a principal debtor and the second defendant is the surety, who has bound himself as surety in *solidum* for and with the first defendant as coprincipal debtors jointly and severally with the first defendant towards the plaintiff in terms of common cause written suretyship agreement,

5. It is common cause from the plea, and if regard is had to paragraph 7 to 7.2.5.8.1 of the defendants' plea, that the first defendant did not honour the first defendant's contractual agree to repayment obligation towards the plaintiff. He fell in arrears with the payment obligation towards the plaintiff and as a result he breached the common cause written sale agreement.

6. It is further common cause that the agreement was breached because the first defendant did not pay and fell in arrears.

7. It was agreed by the parties, it is common cause in the written instalment sale agreement that the first defendant had to make specific monthly instalment payments towards the plaintiff, and if it failed to punctually pay one of those monthly instalment payments, the first defendant will be in breach of the instalment sale

agreement with the resultant effect that the full outstanding balance became owing and payable.

8. In addition, it is common cause between the parties that the instalment sale agreement was breached, as I have already alluded to, the plaintiff was entitled to have instituted the action indeed against the defendant in this matter. It is trite that the defendant must show that there is a *bona fide* defence to the claim.

9. It is quite clear also that in this matter, that the plaintiff exercise its rights in law as the innocent party to have cancelled the instalment sale agreement and act.

10. The plaintiff is the owner of the vehicle and there is also no *bona fide* defence raised by the defendant, that trumps the plaintiff's ownership of the motor vehicle.

11. In the absence of the *bona fide* defence, the Court must find in favour of the plaintiff.

The judgment is granted in favour of the plaintiff and the draft order which I have marked X is made an order of court.

[redacted]

MAKHOBA, J

JUDGE OF THE HIGH COURT

DATE: 9/9/2025