THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, PRETORIA

CASE NO.: 41994/21

(1) REPORTABLE: NO
(2) OF INTEREST TO OTHER JUDGES: NO
(3) REVISED

3 February 2026 [redacted]
Date Signature

In the matter between:

CORPFIN SA (PTY) LTD Applicant
(Registration No. 2017/045540/07)

and

INFINI INNOVATION (PTY) LTD Respondent
(Registration No. 2017/358047/07)

JUDGMENT

ELS AJ

[1] The applicant ("Corpfin") issued an application on 23 August 2021 against the respondent ("Infini"), claiming payment from Infini in the amount of R6,521,748.58. Corpfin claims payment from Infini based on an alleged suretyship. Based on the terms of the suretyship, the respondent was a surety for Everlink (Pty) Ltd ("Everlink").

[2] As a result of the fact that no notice of intention to oppose was filed, default judgment was granted against Infini. Infini thereafter successfully launched a rescission of judgment application. The rescission order was granted on

20 July 2023.

[3] The main issue in dispute between the parties is the authenticity of the signature of the representative of Infini on the deed of suretyship.

[4] The following, *inter alia*, appears from the founding affidavit:

[4.1] On 4 December 2020 Corpfin concluded a loan agreement with Everlink (Pty) Ltd ("Everlink");

[4.2] In terms of the loan agreement concluded with Everlink, Corpfin agreed to advance the sum of R5 million to Everlink, together with an administration fee of R343,126.00;

[4.3] The amount so advanced to Everlink (together with interest) had to be repaid to Corpfin within nine months i.e. on 2 October 2020;

[4.4] Corpfin did not rely on any suretyship from Infini when the loan agreement was concluded;

[4.5] On 28 June 2021 Corpfin and Everlink concluded an addendum to the loan agreement in terms of which addendum an additional amount of R500,000.00 was advanced to Everlink;

[4.6] Simultaneously with the conclusion of the addendum, on 28 June 2021, Infini signed a deed of suretyship in favour of Corpfin for any and all amounts which Everlink may from time to time owe to Corpfin;

[4.7] In terms of the addendum the "*indebted amount*" (defined to mean R5,604,026.76) became payable on 30 June 2021, two days after the signing of the addendum;

[4.8] The suretyship was signed simultaneously with the addendum, on 28 June 2021;

[4.9] As a result of the fact that no payment was made to Corpfin, its attorneys addressed a letter of demand to both Everlink and Infini on 17 August 2021.

[5] Ms Mbuyane who, according to Corpfin signed the suretyship, deposed to the answering affidavit. She confirmed that she is the only director of Infini. In the answering affidavit Ms Mbuyane denied any involvement in the business of Everlink or its representatives. Ms Mbuyane expressly disputed the authenticity of the suretyship on the basis that her signature was forged.

[6] In addition to disputing the authenticity of the signature on the Deed of Suretyship, the following was, *inter alia,* stated in the answering affidavit:

[6.1] Corpfin addressed a letter of demand to Everlink on 10 May 2021. The following specific statements were made in the aforesaid letter of demand:

> ...
>
> *2.4 Everlink shall repay the entire Outstanding Amount within nine (9) months from the date on which the first part of the Loan Amount was advanced (2 October 2020) and will repay the accrued interest calculated at the Interest Rate, monthly, on or before the last day of every month.*
>
> ...
>
> *4. Everlink partially performed in terms of the Agreement by making payment to Corpfin towards interest to the amount of*

R401 627.12 (Four Hundred and One Thousand Six Hundred and Twenty Seven Rand and Twelve Cents).

...

5. *Consequently, and is evident from the interest schedule attached and described in the immediate preceding paragraph an amount of **R5 789 859.52 (Five Million Seven Hundred and Eighty Nine Thousand Eight Hundred and Fifty Nine Rand and Fifty Two Cents**) still remains due and payable and outstanding by the Borrower as at 31 May 2021, notwithstanding any future accrued interest calculated at the Interest Rate plus legal costs (including the costs of this letter).*"

[6.2] The aforesaid letter proceeded to state that, unless the outstanding amount of R5 789 859.52 was paid within 7 days, Corpfin would proceed with legal action.

[6.3] In terms of the Addendum to the Loan Agreement, concluded on 28 June 2021, an additional amount of R500 000.00 was advanced to Everlink. The additional amount had to be repaid on or before 10 July 2021;

[6.4] Ms Mbuyane made the following specific allegations in the answering affidavit:

"*21. I was unaware of the existence of all and any of the agreements and the signature appearing thereon purporting to be mine is not mine or anyone duly representing the respondent.*

22. I further confirm that the signature in the aforesaid agreements has been forged and is not my signature.

23. I therefore submit that the resolution, addendum, suretyship and cession are fraudulent to the extent that they purport to be approved by the applicant and/or signed by me acting duly authorised by the respondent. ...

24. The fraudulent conduct has been reported to the South African Police Service for investigation and appropriate action under the case number CAS320/8/2022 and a formal investigation is currently underway.

...

> 32. *I have never met with any official or representatives of the applicant nor did I provide them with any of my documents or those of the respondents, either personally or electronically."*

[7] Corpfin annexed a special resolution authorising MS Mbuyane to sign the suretyship to its founding affidavit. On this document specific provision was made for an initial of the person signing the document (MS Mbuyane). The initial inserted on the aforesaid document is *"Rf"*.

[8] The suretyship allegedly signed by MS Mbuyane was also annexed to the founding affidavit. The same initial *"Rf"* appears at the bottom of each page of the suretyship.

[9] There is a marked difference between the signature of MS Mbuyane in the answering affidavit and her alleged signature on the special resolution and the alleged suretyship. The initial appended at the bottom of each page of the answering affidavit is *"R.M."*.

[10] Although I expressly do not make any findings on the authenticity of any initial or signature, at least at face value there is no resemblance whatsoever between the signature on the special resolution, the Deed of Suretyship and the signature that appears in the answering affidavit.

[11] The defence put up in the answering affidavit is simply that the suretyship was never signed by MS Mbuyane and that Infini is consequently not bound by it.

[12] In the replying affidavit Ms Mbuyane was heavily criticized. It was stated,

inter alia, that the answering affidavit was *"vague, sketchy, and unsupported"*.

[13] The main criticism in the replying affidavit is that the version set out in answering affidavit was never conveyed to Corpfin prior to the launching of the application for payment. It was based on these criticisms that I was invited to reject the version of the respondent in the answering affidavit.

[14] In **National Scrap Metal (Cape Town) (Pty) Ltd and Another v Murray & Roberts Ltd and Others** 2012 (5) SA 300 (SCA) at para 21 to 22 the following was said regarding an attempt to make factual findings in motion proceedings and in particular that there is a stringent test that has to be applied before completely rejecting a version in an answering affidavit:

> 21. *These factors – particularly collectively – do cast a measure of doubt on the appellants' version, which is certainly improbable in a number of respects. However, as the high court was called on to decide the matter without the benefit of oral evidence, it had to accept the facts alleged by the appellants (as respondents below), unless they were 'so far-fetched or clearly untenable that the court is justified in rejecting them merely on the papers'. An attempt to evaluate the competing versions of either side is thus both inadvisable and unnecessary as the issue is not which version is the more probable but whether that of the appellants is so far-fetched and improbable that it can be rejected without evidence.*
>
> 22. *As was recently remarked in this court, the test in that regard is 'a stringent one not easily satisfied.' In considering whether it has been satisfied in this case, it is necessary to bear in mind that, all too often, after evidence has been led and tested by cross-examination, things turn out differently from the way they might have appeared at first blush. As Megarry J observed in a well-known dictum in John v Rees and Others; Martin and Another v Davis and Others; Rees and Another v John [1970] 1 Ch 345 ([1969] 2 ALL ER 274 (Ch)) at 402 (Ch) and 309 F (ALL ER): 'as everybody who has anything to do with the law well knows, the path of the law is strewn with examples of open and shut cases which, somehow,*

> *were not; of unanswerable charges which, in the event, were completely answered; of inexplicable conduct which was fully explained; of fixed and unalterable determinations that, by discussion, suffered a change.'"*

[15] In my view there is no basis to reject the version set out in the answering affidavit in motion proceedings.

[16] In terms of Rule 6(5)(g) a court has a discretion, where an application cannot properly be decided on affidavit, to dismiss the application or to make such order as it deems fit with a view to ensuring a just and expeditious decision. In my view it will ensure a just and expeditious decision if the disputes between the parties are referred to trial.

[17] In the premises, I grant the following order:

1. The matter is referred to trial;

2. The applicant's notice of motion stands as a simple summons;

3. The applicant is directed to deliver a declaration within 15 (fifteen) days;

4. The Rules as set out in the Uniform Rules of Court for the filing of further pleadings will thereafter apply; and

5. The costs of the application will be costs in the action.

[redacted]

APJ ELS
ACTING JUDGE OF THE HIGH COURT

DELIVERED: This judgment is handed down electronically by uploading it to the electronic file of this matter on CaseLines.

Counsel for the applicants:	M Louw
Instructed by:	Van Rooyen and Associates
Counsel for the respondent:	R Andrews
Instructed by:	Dhooge Law Inc.
Date of hearing:	4 August 2025
Date of judgment:	3 February 2026