

REPUBLIC OF SOUTH AFRICA



IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, PRETORIA

Case No: 32445/23

(1)	REPORTABLE: NO
(2)	OF INTEREST TO OTHER JUDGES: NO
(3)	REVISED: NO
18 November 2024 DATE	
[REDACTED] SIGNATURE	

In the matter between:

MATTHEUS H

PLAINTIFF

and

THE ROAD ACCIDENT FUND

DEFENDANT

ORDER

1. The Notice of intention to defend filed on 2 July 2024 in terms of Rule 19(3) is hereby set aside.
2. The defendant is ordered to pay the plaintiff the amount of R 823 774.05 (Eight hundred and twenty-three thousand seven hundred and seventy-four rand and five cents) in respect of the plaintiffs past and future loss of earnings.
3. The defendant is ordered to furnish the plaintiff with a certificate as envisaged in section 17(4) of the Road Accident Fund Act 56 of 1996 for 100% of the expenses to be incurred as a result of the injuries sustained in the accident which had occurred on 12 July 2022.
4. The issue of general damages is postponed *sine dies*.
5. The defendant is ordered to pay the plaintiff's taxed or agreed party and party costs on the High Court scale, which costs shall include the cost of Counsel Adv. P. van der Schyf for 3 July 2024, 5 July 2024 and 11 July 2024 on scale B. Counsels costs shall include his day fee, preparation and heads of argument.
6. The payment of the costs in paragraph 5 above shall be effected no later than 14 days following the date on which the agreement relating to the costs is reached between the parties or the stamped allocator following taxation is served on the defendant, whichever comes earlier.
7. Interest shall accrue on the capital amount in paragraph 2 above, after the expiration of 180 days from the time this order is provided to the defendant together with the bank details of the Trust Account of the plaintiff's attorney of record, Slabbert & Slabbert Attorneys.

8. A valid Contingency Fee Agreement exists between the Plaintiff and Slabbert & Slabbert Attorneys.

JUDGMENT

KRÜGER AJ

- [1] In this matter the plaintiff issued summons against the defendant in respect of a motor vehicle accident that occurred on 12 July 2022. The plaintiff was the driver of a motorcycle. The insured driver exited a petrol station into the lane of travel of the plaintiff and collided with the plaintiff. The plaintiff sustained various injuries, inter alia, a left scapula fracture, a left clavicle fracture and left rib fracture.
- [2] The matter was before me on the default judgment roll for 3 July 2024. The Defendant electronically served a notice of intention to defend on the attorney of the plaintiff on 2 July 2024 at 4h39 pm according to the proof of service. The notice of intention to defend was uploaded on Caselines also on 2 July 2024. The said notice of intention to defend comes under the heading "NOTICE OF INTENTION TO DEFEND IN TERMS OF RULE 19(3)"
- [3] Rule 19(3) reads as follows:
- "19 Notice of Intention to Defend.....*
- (3) (a) When a defendant delivers notice of intention to defend, defendant shall therein give defendant's full residential or business address, postal address and where available, facsimile address and shall also appoint an address, not being a post office box or poste restante, within 25 kilometres of the office of the registrar and an electronic mail address where available, for the*

service on defendant at either address of all documents in such action, and service thereof at the address so given shall be valid and effectual, except where by any order or practice of the court personal service is required.

(b) The defendant may indicate in the notice of intention to defend whether the defendant is prepared to accept service of all subsequent documents and notices in the suit through any manner other than the physical address or postal address and, if so, shall state such preferred manner of service.

(c) The plaintiff may, at the written request of the defendant, deliver a consent in writing to the exchange or service by both parties of subsequent documents and notices in the suit by way of facsimile or electronic mail. [my emphasis]

(d) If the plaintiff refuses or fails to deliver the consent in writing as provided for in paragraph (c), the court may, on application by the defendant, grant such consent, on such terms as to costs and otherwise as may be just and appropriate in the circumstances."

- [4] On 3 July 2024 the parties appeared but were not ready to argue the matter and more specifically the late filing of the notice of intention to defend. The matter was stood down to 5 July 2024. On 5 July 2024 the matter was again stood down to 11 July 2024. I issued a directive to the parties that the substantive application for the setting aside of the notice of intention to defend in terms of Rule 30, to be served on the defendant together with the caselaw the Plaintiff intended to rely on. The defendant had to file an answering affidavit thereto, should they wish to do so. Both parties had to file heads of argument by 12h00 on 10 July 2024.
- [5] The plaintiff filed a substantive application in terms of Rule 30 for the setting aside of the notice of intention to defend of 2 July 2024, which application was served on the defendant on 8 July 2024. The defendant's answering affidavit

thereto is dated 10 July 2024. Both parties filed heads of argument and the application was heard on 11 July 2024.

- [6] The background on the matter according to the documents and pleadings uploaded on Caselines as well as the affidavits filed, are *inter alia* as follows:

Claim lodged	28 November 2022
Summons served	17 April 2023
Application for default judgment served	10 May 2023
Final notice of set down default judgment served	14 May 2024
Notice to amend	16 May 2024
Notices in terms of Rule 37	16 May 2024
Amended pages	13 June 2024
Default Judgment hearing date	3 July 2024
Notice of intention to defend	2 July 2024

- [7] On 11 July 2024 both parties were represented and addressed the Court on the issue of the late filing of the notice of intention to defend.

- [8] The Counsel for the plaintiff raised the issue that the notice of intention to defend was filed and served on the plaintiff's attorney of record electronically on 2 July 2024, being the eve of the hearing for default judgment set down for 3 July 2024, without a condonation application or any explanation for the lateness thereof. It was further argued that this is an abuse of process and should be set aside.

- [9] The Counsel for the defendant argued that such lateness is not an abuse of process and is specifically provided for in terms of Rule 19(5) and as such, no condonation application is necessary. Counsel was also requested to address me on the service or lack thereof in terms of Rule 19(5).

- [10] Rule 19(5) states:

*“(5) Notwithstanding the provisions of subrules (1) and (2) a notice of intention to defend may be **delivered** [my emphasis] even after expiration of the period specified in the summons or the period specified in subrule (2), before default judgment has been granted: Provided that the plaintiff shall be entitled to costs if the notice of intention to defend was delivered after the plaintiff had lodged the application for judgment by default”*

[11] Rule 1 states:

*“ ‘**deliver**’ means to serve copies on all parties and file the original with the registrar”*

[12] The notice of intention to defend in this matter was not delivered as prescribed by the Uniform Rules as it was ‘served’ electronically on the attorney of the plaintiff in terms of Rule 19(3) before the attorney of the plaintiff have given written consent that subsequent documents and notices may be exchanged by way of electronic mail. In the circumstances the defendant has not complied with Rule 19(5) as contended in the answering affidavit to the plaintiff’s application in terms of Rule 30.

[13] The counsel for the defendant conceded that the notice of intention to defend was electronically served on the plaintiff without consent or written consent to such service by the plaintiff as is required in terms of the Uniform Rules of Court. This does not constitute proper service and does not comply with the requirement of ‘delivery’ as stipulated in Rule 19(5).

[14] The defendant could not advance any valid reason to this Court as to why the notice of intention to defend should not be set aside. The defendant had some 14 months after the service of summons on the defendant by Sheriff to defend the claim of the plaintiff. The defendant states in the answering affidavit that the reasons for not defending the claim timeously are:

- a. the defendant was not in possession of such lodgement before 2 July 2024. As the matter was lodged on 28 November 2022 and the proof of such lodgement is on Caselines, I am of the view there is no merit in this alleged reason;
- b. the defendant was not in possession of the plaintiffs claim prior to 2 July 2024. This allegation also has no merit. The matter was lodged on 28 November 2022 and the proof of such lodgement is on Caselines. Furthermore, the summons was issued and served on the defendant by Sheriff on 17 April 2023, the proof is also uploaded on Caselines;
- c. Because the defendant was not in possession of the plaintiff's claim a claims handler could not be appointed. Having regard to my views pertaining to the other reasons above, I find this allegation does not bear scrutiny;
- d. The defendant is experiencing administrative difficulties.

[15] The Court was referred to the unreported judgment of **Buthelezi Emergency Medical Service (Pty) Ltd and another v Zeda Car Leasing (Pty) Ltd. t/a Avis Fleet Services and Another 78303/19 [2020] ZAGPPHC 623 (22 October 2020)** and more specifically paragraph 65 thereof:

"The respondent's entitlement to seek the default judgment, in view of this court, lapsed when the applicant was no longer in default in entering its appearance to defend, and, at that point, the respondents were not entitled to default judgment. In other words, the respondents were at that point not procedurally entitled to the judgment anymore. Accordingly, the judgment was erroneously sought and granted, as envisaged in rule 42(1)(a), and the Bakoven, Smith v Olivier and Lodhi 2 Properties decisions, supra."

[16] This would have assisted the dependant if a valid appearance to defend was entered but as stated herein above it is the view of this Court that no valid notice of intention to defend is before the Court.

[17] The plaintiff referred the Court to the Supreme Court of Appeal matter of *Beinash v Wixley* (1997(3) SA 721 (SCA) at 734 where Mahomed CJ found:

*“There can be no doubt that every Court is entitled to protect itself and others against the abuse of its processes. Where it is satisfied that the issue of a subpoena in a particular case indeed constitutes an abuse it is quite entitled to set it aside. As was E said by De Villiers JA in **Hudson v Hudson and Another 1927 AD 259 at 268**: ‘When the Court finds an attempt made to use for ulterior purposes machinery devised for the better administration of justice, it is the duty of the Court to prevent such abuse’ F What does constitute an abuse of process of the Court is a matter which needs to be determined by the circumstances of each case. There can be no all-encompassing definition of the concept ‘abuse of process’. It can be said in general terms however, that an abuse of process takes place where procedures permitted by the Rules of Court to facilitate the pursuit of the truth are used for a purpose extraneous to that objective”*

[18] In respect of the issue raised by the plaintiff that the defendant abused the process of Court by the late filing of the notice of intention to defend, the Court was referred by Counsel for the plaintiff, to the judgment of Davis J in the matter of **Seronica Nathram v Road Accident Fund 46876/2020 ZAGPPHC [26 April 2024]** (“*Nathram*”) where the learned judge referred to **South African Human Rights Commission v Standard Bank South Africa Ltd and Others 2023 (3) SA 36 (CC) at [31]** where the Constitutional Court held that, in the exercise of its inherent jurisdiction, a High Court may refuse to hear entire proceedings which amount to an abuse of process. Davis J went further in paragraphs 18 and 19:

“[18] It is often argued in this court when belated notices of intention to defend are filed by the RAF at the eve of the hearing, with reliance on Rule 19(5), that that sub-rule gives procedural substance, not only to the

audi alterem partem – principle, but also to a defendant's Section 34 rights of access to court.

[19] This contention by the RAF is correct, but only insofar as the sub-rule allows a defendant such as the RAF to prevent default judgment being taken against it whilst it still has the actual intention to defend the matter and the intention to have the plaintiff's claims disrupted by way of leading countervailing evidence at trial. If the sub-rule is utilised to facilitate something else, then its provisions are abused."

- [19] In the matter before me, the defendant filed an answering affidavit to the founding affidavit of the plaintiff. The answering affidavit was deposed to by a senior claims handler employed by the defendant at its Menlyn branch. It is stated in the answering affidavit that the reason for the delay in filing the notice of intention to defend is:

*"the Respondent was not in possession of the applicant's claim prior to the hearing date, being the 2nd day of July 2024. Therefore, a claim's officer is not appointed on the matter. The Respondent never had the opportunity to assess and/or investigate the matter¹.....The defendant's decision to withhold a merits offer until [my emphasis] the requested documents are furnished is justified under the circumstances. Further to the above, the decision to defend the matter is justified and not an abuse of court process. There is a valid reason for it. Section 34 of the Constitution guarantees **"everyone... a right to have a dispute that can be resolved by the application of law decided in fair hearing before a court"**. The Plaintiff's claim stands on shaky ground and for this reason, the defendant should be afforded an opportunity to defend the claim."*²

"It is not in dispute that the notice of intention to defend is late or is filed outside of the period is provided in the Rules. ...I extend to the above honourable Court an apology in this regard. There is currently a delay in

¹ Answering Affidavit paragraph 4.1

² Answering Affidavit paragraph 4.3

the administration of the process of defending matters and as the result this led to a number of matters being delayed in defending. The defendant is working around the clock to fix this.”³

[My emphasis]

[20] Interestingly, in the **Nathram** judgment supra, Davis J quoted from the answering affidavit filed in that matter before 5 February 2024 as follows:

“6.2 It is not in dispute that the notice of intention to defend is late or is filed outside of the period is provided in the Rules.

6.3 I extend to the above honourable Court an apology in this regard. There is currently a delay in the administration of the process of defending matters and as the result this led to a number of matters being delayed in defending. The defendant is working around the clock to fix this.”

[21] It is clear to me from the above, that the defendant has not evaluated the matter before it came before me. The defendant therefor could not know whether there are indeed grounds to defend the matter or not. The defendant had various opportunities to file a notice of intention to defend had the defendant had any desire to defend the matter, namely:

1. After the summons was served on the defendant by Sheriff on 17 April 2022;
2. After the application for default judgment was served on 10 May 2023;
3. After the notice of set down for default judgment was served on 14 May 2024;
4. After the notice of intention to amend was served on the defendant on 16 May 2024, to name but a few.

[22] Had the defendant timeously defended the matter and then discovered afterwards that there are no grounds to defend the matter, this issue could have been remedied with an offer or had the defendant after they defended the matter discovered that it was not properly lodged or any non-compliance on the

³ Answering affidavit paragraph 6.3

part of the plaintiff, again this could be remedied by a special plea. The point is there are various remedies available for all litigants in terms of the Rules of Court, which Rules have been established to provide certainty, reliability, fairness and guidance to litigants in the process of litigation.

- [23] Counsel for the defendant referred me to the judgment in Nathram and argued that it is distinguishable from the matter currently before Court in that in Nathram the time period since the issue of summons was much longer (some three years and 4 months) whereas in the matter now before the Court the delay had only been some 15 months. Therefor in this matter the delay does not constitute an abuse of process as the period has been only some 15 months. I do not agree with Counsel for the defendant on this point as it is not only the period of the delay that has to be considered. In my view it also has to be considered as to what happened in the period of delay to try and engage the defendant in litigation, which has been ignored. In the current matter before me the plaintiff has served and filed *inter alia* the following documents on the defendant without any participation in the litigation process from the defendant:

1. Lodgement documents;
2. Combined Summons;
3. Discovery Affidavit;
4. Photographic Evidence;
5. Mediation Notice;
6. Pre-trial Notice together with pre-trial questions;
7. Medical expenses schedule;
8. Proof of income documents;
9. Application in terms of Rule 38(2)
- 10.7 Medico-legal and expert reports;
11. Medico-legal and expert confirmatory affidavits;
12. Amendment documents;
13. Default judgment Application;
14. Notice of set down for default judgment

[24] It is my view that not only did the defendant not comply with the Rules but also used the Rules for ulterior motives and therefore as an abuse of the process of this Court. The purpose of Rule 19(5) is not the 'go to place' if one has ignored a claim and now the clock has struck 12. The general argument of the defendant in various matters is then that all can be cured by a cost order. I align myself with Davis J in the Nathram matter where he states:

"[26] Rule 19(5) envisages that any prejudice caused by the late delivery of a notice of intention to defend, can be met with a cost order, even on a punitive scale. The RAF also contends that, should such a cost order be made, that would remove any prejudice suffered by a plaintiff, but that is not correct. A cost order would only benefit the legal practitioners or ameliorate some of the cost burden of a plaintiff, but any consequential postponement or delay caused by such a late delivery would simply mean that the determination of compensation due to a plaintiff (and the payment thereof) is postponed, often for months or even years given the state of this Division's congested rolls. That delay in not receiving either an undertaking in terms of section 17(4) or any compensation sounding in money for an extended period of time, is not ameliorated by a cost order. This is a weighty factor to consider in addition to the wastage of judicial resources and the consequential contribution to the congestion of the trial roll."

[25] I therefore find that there is no intention to defend before me and even if there was, in the circumstances it stands to be set aside as an abuse of the process of Court. I now consider the application for default judgment of the plaintiff.

[26] The plaintiff has served and filed an application in terms of Rule 38(2) and affidavits by the plaintiff as well as medico-legal and expert confirmatory affidavits. The Rule 38(2) application to have evidence placed before the Court by affidavit was granted.

[27] The plaintiff is a 48-year-old male carpenter. The accident under question occurred on 12 July 2022 at 7 am when the plaintiff travelled on his motorcycle on Lynnwood Road near the intersection with Jacobson Drive. The plaintiff's line of travel was straight and he had right of way, when the insured driver came

from the Sasol Petrol Station, from the exit lane to the left of the lane of travel of the plaintiff and a collision occurred.

[28] According to the Accident Report the insured driver reported *"I went onto the slip way from the garage. A Taxi was standing next to the pavement in the road dropping people. I checked for oncoming traffic and it was clear. I approached the traffic lane. I heard a noise but did not see anything at that moment. When I was in the road I checked the rear mirror. I did see a bike on the road and people at the taxi. I thought something happened between the taxi and bike and went to work. I got out of my car at work taking my bag from the boot and there saw small scratches on my back door and then I realised it should have been the bike that hit my car"*

[29] In the 19F affidavit of the plaintiff, he states: *"As I was traveling in the right lane on Lynnwood Road, in an eastern direction, after having safely passed the said intersection, another motor vehicle with registration number.....suddenly and without observing, existed the Sasol petrol station exit lane and turned into my lane of travel. As a result, the said motor vehicle collided with me."* *"I was evacuated from the scene and conveyed to Life Die Wilgers Hospital by ambulance after sustaining serious injuries in the said accident."*

[30] It is in my view, under the circumstances, clear that the defendant be held 100% liable for the plaintiff's proven damages.

[31] According to the medico-legal and expert reports as well as hospital records and photographic evidence of the injuries filed by the plaintiff and to which this Court was referred to, the plaintiff sustained the following noteworthy injuries and sequelae which is of significance in determining his loss of income:

1. A fracture of the left clavicle, surgically treated on 13 July 2022 with open reduction and internal fixation;
2. A fracture of the left scapula;
3. Rib fractures on the left side;
4. Lacerations of the left ankle and left knee;

5. He has unsightly scars over his left clavicle and the plate fixation is visible underneath the skin;
6. He has swelling over the inferior rib cage on the left side;
7. Small left pneumothorax;
8. Costochondritis of the chest;
9. Post-traumatic stress disorder and depressed mood, stress and anxiety.

[32] The plaintiff lost his pre-accident employment at Stoffbaard meubels as a direct result of the accident. The plaintiff currently works as a self-employed carpenter earning R20,000-00 to R40,000-00 per month.

[33] Collateral information was obtained from Mr Eric of Stoffbaard meubels who stated to the Industrial Psychologist Mrs Beytell: *"Mr Eric confirmed Mr Mattheus earnings at the time of the accident at R5,000.00 per month and R250.00 per week petrol allowance. • He reported that the retirement age with his company was 65 years old or whenever his employees decided to leave."*

[34] The Industrial Psychologist continued: *"The writer is of the opinion that Mr Mattheus will remain reliant on his two assistants for the remainder of his employment career and that Mr Mattheus will be able to remain self-employed performing Carpentry work. The writer is of the opinion that if Mr Mattheus lose his current self-employed work, he will struggle to seek and find alternative employment and he will remain reliant on an accommodative and sympathetic employer for the remainder of his employment career"*

[35] Me. Beytell summarise the circumstances of the plaintiff's loss of income as follows:

"But for the accident, and considering Mr Mattheus's level of schooling and employment history, he would have always had to rely on his physical abilities to secure employment. Mr Mattheus would have remained employed, or he would have eventually started his own Carpentry business for the remainder of his employment career. Once Mr Mattheus started his own Carpentry business, he would have reached his career ceiling in his late forties (48 years), after which normal inflationary increases would have

sufficed. Mr Mattheus would have had to employ an assistant or two as his work increased and as he got older. Mr Mattheus would have remained employed until the normal retirement age of 65 years, when he would have opted to retire.

10.1 Pre-accident Earnings:

10.1.1 Mr Mattheus reported that he earned R5,000.00 per month, with R250.00 per week petrol allowance. This manually calculate to earnings of R6,000.00 per month. Manually calculated, Mr Mattheus earned R72,000.00 per annum. Considering that Mr Mattheus was employed in the formal labour market, he would have earned an annual bonus equivalent to R5,000.00 per month (as per his basic earnings confirmed), which manually calculate to R77,000.00 per annum.

10.2 Post-Accident Earnings:

10.2.1 The writer requested Mr Mattheus bank statements to provide proof of his current reported earnings, however at the time of completion of this Medico-Legal Report, the writer was not in possession of the mentioned and will thus make use of the earnings as reported to the writer on the day of consultation and during telephonic follow-up. 10.2.2 Mr Mattheus reported that he started his own venture in February 2023 from home. At the time of consultation, he reported that he was in the process of looking for a workshop to rent and reported that his work has picked up a lot. Mr Mattheus reported, during consultation on 10 November 2024 that he was in the process of seeking two assistants to help him performing the heavier tasks he must perform. During consultation with Mr Mattheus on 10 November 2024, Mr Mattheus reported his earnings at approximately R17,500.00 and R40,000.00 per month, depending on the work he can secure. Mr Mattheus reported these earnings were before deductions. In view of the reported earnings, Mr Mattheus earnings, manually calculate to R28,800.00 per month before deductions. This manually calculate to R345,600.00 per annum. Mr Mattheus is self-employed and considering the industry his is self-employed in, he would not earn an annual bonus considering that he would live from his earnings and provide to the needs of his family. 10.2.3 During follow-up telephonic conversation on 8 June 2024 and 10 June 2024, Mr Mattheus reported that he currently earns between R20,000.00 to

R40,000.00 per month prior to deductions, depending on the work he can secure. Manually calculated, Mr Mattheus' earnings calculate to approximately R30,000.00 per month and R360,000.00 per annum. Mr Mattheus reported that he currently employs two assistants whom he pays R300.00 per assistant per day. Mr Mattheus reported that his employees work 5 days a week, they do not work over weekends, and they do not work overtime. In view of the reported earnings from Mr Mattheus' assistants, manually calculated, they earn approximately R600.00 per day, R12,780.00 per month and R153,360.00 per annum. Mr Mattheus reported that annual increases rely on normal inflationary increases. During follow-up telephonic consultation with Mr Mattheus, he reported to the writer that he currently earns between R20,000.00 and R40,000.00 per month depending on the work contracts he receives. This manually calculate to an average income of R30,000.00 per month, and R360,000.00 per annum. 10.2.4 Mr Mattheus reported that he had to employed two assistants in February 2024 whom he pays R300.00 per assistant per day. This manually calculate to R600.00 per assistant per day, R12,780.00 per month for both assistants and R153,360.00 per annum. Mr Mattheus reported that he believes that his employees should not work over weekends because family time is very important and therefore, he reported that he will pay his assistants an annual bonus in the amount of one month's salary during December months and as part of a Christmas bonus. This, manually calculate to an average of R6,390.00 per assistant per month, which will then be the amount utilised as an annual bonus per assistant and added to the annual salary to his assistants, will cost Mr Mattheus approximately R166,140.00 per annum."

- [36] In applying more suited contingencies in the circumstances, the calculations should then be:

<u>Uninjured earnings</u>		<u>Injured earnings</u>	<u>Loss</u>
Past	R 541 427.00	R 357 683.00	
Contingencies:5%	R 27 071.00	5% R 17 884.00	
	R 514 356.00	R339 799.00	R 174 557.00

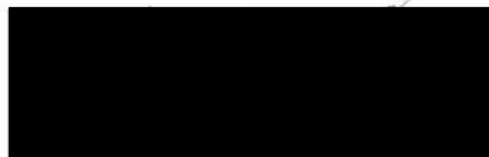
Future	R 2 476 143.00	R 2 132 502.00	
Contingencies:35%	R866 300.05	55% R 1 172 876.10	
	R 1 608 842.95	R 959 625.90	R 649 217.05
Total past and future loss of earnings			R 823 774.05

[37] In the circumstances I make the following order:

9. The Notice of intention to defend filed on 2 July 2024 in terms of Rule 19(3) is hereby set aside.
10. The defendant is ordered to pay the plaintiff the amount of R 823 774.05 (Eight hundred and twenty-three thousand seven hundred and seventy-four rand and five cents) in respect of the plaintiffs past and future loss of earnings.
11. The defendant is ordered to furnish the plaintiff with a certificate as envisaged in section 17(4) of the Road Accident Fund Act 56 of 1996 for 100% of the expenses to be incurred as a result of the injuries sustained in the accident which had occurred on 12 July 2022.
12. The issue of general damages is postponed *sine dies*.
13. The defendant is ordered to pay the plaintiff's taxed or agreed party and party costs on the High Court scale, which costs shall include the cost of Counsel Adv. P. van der Schyf for 3 July 2024, 5 July 2024 and 11 July 2024 on scale B. Counsels costs shall include his day fee, preparation and heads of argument.
14. The payment of the costs in paragraph 5 above shall be effected no later than 14 days following the date on which the agreement relating to the costs is reached between the parties or the stamped allocator following taxation is served on the defendant, whichever comes earlier.

15. Interest shall accrue on the capital amount in paragraph 2 above after the expiration of 180 days from the time this order is provided to the defendant together with the bank details of the Trust Account of the plaintiff's attorney of record, Slabbert & Slabbert Attorneys.

16. A valid Contingency Fee Agreement exists between the Plaintiff and Slabbert & Slabbert Attorneys.




M KRÜGER
ACTING JUDGE OF HIGH COURT
GAUTENG DIVISION
PRETORIA

Date of hearing: 03 July 2024, 5 July 2024 and 11 July 2024

Date of judgment: 18 November 2024

For the Applicant : Adv P van der Schyf
Instructed by : Slabbert & Slabbert Attorneys

For the Defendant : Ms C Mothata
Instructed by : STATE ATTORNEY, PRETORIA

Date of incident 12 July 2022

Date of summons issued 17 April 2023

Date of application for default judgment 3 July 2024

Notice of intention to defend in terms of 19(3) dated 2 July 2024 and filed 2 July 2024