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**IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION PRETORIA**

Case number: 004671/2023

(1) REPORTABLE: NO

(2) OF INTEREST TO OTHER JUDGES: NO

(3) REVISED

DATE 6/6/2025

SIGNATURE

In the matter of:

NEDBANK LIMITED

Plaintiff/Respondent

[REG. NO. 1951/000009/06]

and

CIVIL HOME CONSTRUCTION GROUP CC

1st Defendant/1st Applicant

[REG. NO. 1992/228901/23]

CHRISTOFFEL VAN RENSBURG

2nd Defendant/2nd Applicant

[ID NO. 6[...]]

MARIANA ELIZABETH VAN RENSBURG

3rd Defendant/3rd Applicant

[ID NO. 6[...]]

BLUE DOT PROPERTIES 1505CC

4th Defendant/4th Applicant

[REG. NO. CK2000/011829/23]

CHRISTO VAN RENSBURG EIENDOMME (PTY) LTD

5th Defendant/5th Applicant

[REG. NO. 2004/027763/07]

EAC SOLUTIONS (PTY) LTD

6th Defendant/6th Applicant

[REG. NO. 1998/008161/07]

CHRISTOFFEL VAN RENSBURG N.O.

7TH Defendant/7th Applicant

[On behalf of the CVR RENTAL TRUST

(IT NO: 3301/04)]

MARIANA ELIZABETH VAN RENSBURG N.O.

8th Defendant/8th Applicant

[On behalf of the CVR RENTAL TRUST

(IT NO: 3301/04)]

IPROTECT TRUSTEES (PTY) LTD N.O.

9th Defendant/9th Applicant

[REG. NO. 2008/001993/07]

[On behalf of the CVR RENTAL TRUST

(IT NO: 3301/04)]

This judgment was prepared and authored by the Judge whose name is reflected herein and is handed down electronically by circulation to the parties/their legal representatives by email and by uploading it to the electronic file of this matter on CaseLines.

JUDGMENT

ELLIS AJ:

[1] Applicants herein (Defendants in the action) brought an application in terms of Rule 30A(2) of the Uniform Rules of Court, seeking an order in the following terms:

- 1.1 That Respondent (Plaintiff in the action) failed to comply with Uniform Rule 18(1) and failed to remedy such non-compliance within 10 (TEN) days as per the Rule 30A notice dated 21 March 2023.
- 1.2 That Respondent's claims as per the particulars of claim be struck with costs;
- 1.3 That Respondent be ordered to pay the costs of the application on an attorney and own client scale.

[2] Rule 30A of the Uniform Rules of Court deals specifically with non-compliance with Rules and Court Orders and reads as follows:

“30A Non-compliance with Rules and Court Orders

- (1) *Where a party fails to comply with these rules or with a request made or notice given pursuing thereto, or with an order or direction made by the court or in a judicial case management process referred to in rule 37A, any other party may notify the defaulting party that he or she intends, after the lapse of 10 days from the date of delivery of such notification, to apply for an order:*
 - (a) *that such rule, notice, request, order or direction be complied with; or*
 - (b) *that the claim or defence be struck out.*

(2) *Where a party fails to comply within the period of 10 days contemplated in subrule (1), application may on notice be made to the court and the court may make such order thereon as it deems fit.'*

- [3] The question whether there has been compliance as contemplated in Rule 30A(1) does not give rise to the exercise of a discretion by the court hearing an application in terms of Rule 30A(2). In fact, the court must determine as an objective question of law or fact, whether there has been non-compliance.¹
- [4] It is quite apparent from the combined summons issued out of this Court and served by Respondent (Plaintiff) during February 2023, that the summons as well as the particulars of claim were not signed by the attorney, Tracey-Erin Duggan, whose details appear thereon, but by another person *per procurationem* ("PP").
- [5] Moreover, the last page of the particulars of claim, specifically states that Tracey Erin Duggan is an "*Attorney with Right of Appearance as required by Rule 18 of the Rules of the above Honourable Court, read with Sections 25(3) and 114 of the Legal Practice Act, 28 of 2014, as amended, previously in terms of Section 4(2) of the Right of Appearance Act, now repealed*", yet it was clearly PP signed by another person.
- [6] The combined summons was also signed in Mbombela on 20 January 2023, with a clear indication that Stegmanns Incorporated is Respondent's (Plaintiff) attorney of record with offices situated in Mbombela, c/o Stegmanns Incorporated Pretoria.
- [7] As result that the summons and the particulars of claim was clearly signed by a person other than Respondent's attorney, Applicants on 21 April 2023 served and filed a notice in terms of Rule 30A, in the main averring non-compliance

with Rule 18(1) of the Uniform Rules of Court, alternatively that the combined summons was signed by a person without the required right of appearance.

- [8] Rule 18(1) of the Uniform Rules of Court provides that a combined summons, and every other pleading except a summons, shall be signed by both an advocate and an attorney or, in the case of an attorney who, under section 4(2) of the Right of Appearance in Court Act, 1995 (Act No. 62 of 1995), has the right of appearance in the High Court, only by such attorney or, if a party sues or defends personally, by that party.
- [9] An attorney enrolled with a right of appearance registered at one High Court needs to be enrolled at another High Court to practice there. “*Practice*” includes the signing of a combined summons.²
- [10] The attorney’s right of appearance need not though be registered at a high court for him to appear there. The certificate of a registrar under section 4(2) of the Right of Appearance in Court Act 62 of 1995, to the effect that an attorney has the right of appearance in the High Court, confers on that attorney the right to appear before, and carry out the functions of an advocate, in all divisions of the High Court. The certificate also entitles the attorney to sign pleadings, *qua* advocate, in all divisions of the High Court, but the attorney’s right to sign pleadings in his capacity as attorney is limited to the division of the High Court in which he was admitted or enrolled.³
- [11] Whilst it is common practice for an advocate to sign a pleading on behalf of another advocate, one attorney cannot, without proper authority, sign a combined summons for another.⁴ In the event that the authority of the attorney who have signed a combined summons is challenged, a power of attorney need not be produced in terms of Rule 7(1) of the Uniform Rules of Court, but the attorney will have to satisfy the court that he/she had the necessary authorisation to sign a combined summons.

- [12] In *Zeda Car Leasing (Pty) Ltd t/a Avis Fleet Services v Pillay*,⁵ it was held that an attorney who has a certificate under section 4(2) of the Right of Appearance in Courts Act 62 of 1995 is entitled to carry out the functions of an advocate only within the area of jurisdiction of the registrar by whom that certificate was issued. It would, therefore, be improper for an attorney to sign pleadings in a different area of jurisdiction from where such certificate was issued and any pleadings so signed could be set aside.⁶
- [13] On 21 April 2023, shortly after service of the Rule 30A notice, Applicants received an email from Respondent's attorney stating that a certain Ambress Dickenson signed the combined summons, with a right of appearance certificate attach thereto indicating that it was issued on 20 September 2007 by the Chief Registrar of the High Court (Transvaal Provincial Division), Pretoria.
- [14] Not satisfied with the aforesaid, Applicants on 4 May 2023 addressed a letter to Respondent's attorney confirming that the information provided by Respondent is still not in compliance with Rule 18(1), wherefore Applicants will launch an application in terms of Rule 30A(2), which indeed transpired on 20 June 2023. Respondent only on 15 August 2023 noted its intention to oppose the application and served its answering affidavit on 4 September 2023.
- [15] During the hearing of this matter counsel for Respondent was specifically asked whether Respondent opposes Applicants' right to have launched the Rule 30A(2) application. In response, I was informed that the basis of Respondent's opposition thereto was compliance with Rule 18(1), prior to the launch of Applicants' Rule 30A(2) application.
- [16] Viewed objectively, I am not convinced that Respondent's email of 21 April 2023 conforms with Rule 18(1) of the Uniform Rules of Court. The email does not indicate at all that Tracy-Erin Watson in fact authorised Ambress Dickenson

to sign the combined summons on her behalf, nor does it confirm that Ambress Dickenson signed the combined summons in Mbombela.

- [17] In fact, Tracy-Erin Watson only on 23 June 2023 in an affidavit for the first time stated that she indeed authorised Ambress Dickenson to sign the combined summons on her behalf in Mbombela. However, the affidavit was only served after Applicants have already launched their application in terms of Rule 30A(2) on 20 June 2023.
- [18] During the hearing, I also *meru motu* raised the fact that the Right of Appearance in Courts Act 62 of 1995 was repealed and replaced by the Legal Practice Act 28 of 2014, with effect from 1 November 2018.
- [19] Section 25(3) and (4) of the Legal Practice Act 28 of 2014, read with rule 20 of the rules of the South African Legal Practice Council, provides for a prescribed certificate by the registrar of the division of the High Court in which an attorney was admitted and enrolled as an attorney to the effect that the attorney has the right to appear in the High Court, the Supreme Court of Appeal and/or the Constitutional Court.
- [20] In terms of rule 20.6 of the rules of the South African Legal Practice Council, which became effective on 29 March 2019, every attorney who, at the date of coming into effect of the rule, was in possession of a certificate issued in terms of section 4(2) of the Right of Appearance in Courts Act 62 of 1995 must, within six months of the date of coming into effect of the rule, lodged with the Council a copy of the certificate issued to him/her in terms of that Act.
- [21] Counsel for Respondent was specifically requested during the hearing hereof to provide documentary proof that Tracy-Erin Watson and Ambress Dickenson's indeed complied with the provisions of rule 20.6 of the rules of the South African

Legal Practice Council, failing which I will not be convinced that there was compliance with the provisions of Rule 18(1) of the Uniform Rules of Court.

[22] Accordingly and only after the hearing of the matter, Respondent uploaded documentary proof that Tracy-Erin Watson and Ambress Dickenson complied with the provisions of rule 20.6 of the rules of the South African Legal Practice Council by lodging their certificates issued in terms of section 4(2) of the Right of Appearance in Courts Act 62 of 1995 with the Legal Practice Council during June 2019 and March 2019, respectively, which occurred within six months of the date of coming into effect of the rule.

[23] In view of the aforesaid, I am satisfied that Applicants were entitled to launch their application in terms of Rule 30A(2) of the Uniform Rules of Court, alleging non-compliance by Respondent with the provisions of Rule 18(1), which compliance was only satisfied after the hearing of this matter.

[24] In the result I make the following order:

1. That Plaintiff/Respondent failed to comply with Uniform Rule 18(1) and failed to remedy such non-compliance within 10 (TEN) days after receipt of Applicants' Rule 30A notice;
2. That Plaintiff/Respondent be ordered to pay the costs of Applicants' Rule 30A(2) application on scale C in accordance with the provisions of Rule 69(7) of the Uniform Rules of Court.

ELLIS AJ
ACTING JUDGE OF THE
GAUTENG DIVISION OF THE HIGH COURT OF SOUTH AFRICA

APPEARANCES:

For Plaintiff/Respondent: Adv IN Krüger

Instructed by: Stegmanns Incorporated

For Defendants/Applicants: Adv WJ Saaiman

Instructed by: Tertius Schoeman Incorporated

Date of hearing: 12 March 2024

Date Delivered: 6 June 2025

¹ *Helen Suzman Foundation v Judicial Service Commission* 2018 (4) SA 1 (CC) at 31F-G.

² *Absa Bank Ltd v Barinor New Business Venture (Pty) Ltd* 2011 (6) SA 225 (WCC).

³ *Liberty Group Ltd v Singh* 2012 (5) SA 526 (KZD).

⁴ *Bowness v Du Preez* (1889) 3 SAR 74.

⁵ 2007 (3) SA 89 (D).

⁶ *Zeda Car Leasing (Pty) Ltd t/a Avis Fleet Services v Pillay* 2007 (3) SA 89 (D) at 94D-G.