

**IN THE HIGH COURT OF SOUTH AFRICA
FREE STATE DIVISION, BLOEMFONTEIN**

Not reportable

Case no: 6921/2024

In the matter between:

NEDBANK LIMITED

APPLICANT / PLAINTIFF

and

MORURI MICHAEL MORURI

RESPONDENT / DEFENDANT

[ID No. 70[...]]

Neutral citation: *Nedbank Limited v Moruri* (6921/2024) [2026] ZAFSHC 228
(2 April 2026)

Coram: VAN ZYL J

Heard: 22 May 2025

Delivered: This judgment was handed down electronically by circulation to the parties' representatives by e-mail and released to SAFLII. The date and time for hand-down is deemed to be 10h00 on 2 April 2026.

Summary: Irregular step – rule 30 of the Uniform Rules of Court – plea – bare denial – rule 18(4) and (5) – rule 22(2) – sufficient particularity – transverse.

ORDER

1 The application in terms of rule 30 is dismissed, with costs, counsel's fees to be taxed on scale A.

JUDGMENT

Van Zyl J

[1] This is an opposed rule 30 application in terms of which the applicant/plaintiff seeks an order that the respondent's/defendant's plea dated 19 February 2025 be set aside as an irregular step.

[2] For the sake of convenience, I will refer to the parties as they are in the action proceedings.

Background

[3] The plaintiff issued summons against the defendant for confirmation of the cancellation of an instalment sale agreement allegedly concluded between the parties, for the return of the 2015 Toyota Hilux motor vehicle which forms the subject matter of the alleged agreement and ancillary relief.

[4] In sub-paragraphs 1.1 to 1.5 of the particulars of claim the citation of the plaintiff is pleaded. In response thereto, the defendant pleaded that the said paragraph and sub-paragraphs are noted.

[5] In paragraph 2 of the particulars of claim, the citation of the defendant is pleaded, which the defendant admitted in his plea.

[6] In paragraph 4 of the particulars of claim, the court's jurisdiction is pleaded, to which the defendant pleaded that the contents thereof are noted.

[7] In the rest of the particulars of claim, the plaintiff in detail pleaded its cause of action, which averments can succinctly be summarised as follows as per the relevant paragraphs of the particulars of claim:

(a) Paragraph 3 thereof: The alleged conclusion of a written instalment sale agreement between the plaintiff and the defendant on or about 30 January 2019 in terms whereof the plaintiff sold a Toyota Hilux motor vehicle to the defendant. A copy of the alleged agreement is attached to the particulars of claim as annexure 'A'.

(b) Paragraph 5 thereof: The total purchase price of the motor vehicle and the terms of the re-payment of the purchase price.

(c) Paragraph 6 thereof: The terms of the alleged written instalment sale agreement which are relevant and applicable to the action.

(b) Paragraph 7 thereof: The allegation that the defendant failed to comply with the provisions of the alleged agreement, that the plaintiff cancelled the agreement and that the defendant is by means of the summons notified of the cancellation, as well as the amount of arrears on 20 November 2024.

(d) Paragraph 8 thereof: The allegation that the plaintiff complied with s 129 of the National Credit Act 34 of 2005 ('the NCA').

(e) Paragraph 9 thereof: The allegation that the plaintiff complied with s 130 of the NCA and that the defendant did not in any manner respond thereto.

(f) Paragraph 10 thereof: The allegation that the defendant is at present liable towards the plaintiff for payment of the amount of R116 407.07 together with interest calculated at the rate of 14.65% per annum as from 2 November 2025 until the date of payment, as appears from a certificate of balance, attached to the particulars of claim as annexure 'C'.

[8] In response to the aforesaid paragraphs 3, 5, 6, 7, 8, 9 and 10 of the particulars of claim, the defendant pleaded depending on the nature of the paragraph which is being pleaded to, either that: '[T]he content of this paragraph is denied and the Plaintiff is put to the proof thereof.' or '[T]he contents of these paragraphs and its sub-paragraphs are denied and the Plaintiff is put to the proof thereof.'

The rule 30(2)(b) notice

[9] The plaintiff subsequently filed a notice in terms of rule 30(2)(b) in respect of the defendant's plea, stating as follows therein:

- '1. Rule 18(4) states that every Pleading shall contain a clear and concise statement of the material facts upon which the Pleader relies for his claim, defence or answer to any Pleading, as the case may be, with sufficient particularity to enable the opposite party to reply thereto.
2. Rule 18(5) states that when in any Pleading a party denies an allegation of fact in the previous Pleading of the opposite party, he shall not do so evasively, but shall answer the point of substance.
3. Rule 22(2) states that the Defendant shall in his Plea either admit or deny or confess and avoid all the material facts alleged in the Combined Summons or Declaration or state which of the said facts are not admitted and to what extent, and shall clearly and concisely state all material facts upon which he relies.
4. The Plea does not comply with the aforesaid Rules as it is a bare denial and fails to set out any defence in detail which Defendant may rely on.
5. The Plea does not contain sufficient detail to enable the Plaintiff to identify the case that it has to meet. The response is not only vague and embarrassing but frivolous.
6. The Defendant's defence is unclear and evasive and as a result constitutes an irregular step. For example, the Instalment Sale Agreement and its terms are pleaded in detail and the Defendant is obliged in terms of the Rules to offer the Plaintiff and the Court a response with sufficient precision and particularity.
7. Failing to comply with Rule 18 and Rule 22 constitutes an irregular step in terms of Rule 30.'

[10] The defendant did not in any manner respond to the rule 30(2)(b) notice.

The rule 30 application

[11] Most of the averments made in the founding affidavit in support of the rule 30 application are similar to those made in the rule 30(2)(b) notice and I therefore do not intend to repeat same.

[12] In addition the plaintiff averred in the founding affidavit that the allegations pleaded in the majority of the paragraphs of the particulars of claim fall within the knowledge of the defendant. A response in the form of a 'bare denial' is consequently untenable. The defendant, according to the plaintiff, failed to respond to material allegations, which falls squarely within his knowledge.

[13] The plaintiff further avers that it is prejudiced and will not be in a position to continue with the action and will be unable to properly prepare for trial should the plea be allowed to stand.

[14] The plaintiff further avers that the non-compliance with rule 18 and rule 22 constitute irregular steps and should be set aside. According to the plaintiff, under these circumstances, the plaintiff is entitled to judgment in its favour, in accordance with the prayers in the particulars of claim.

[15] In his answering affidavit the defendant denied that he failed to set out a defence in his plea.

[16] In paragraph 5.3 of the answering affidavit, the defendant alleges as follows:

‘I submit that the Defendant’s plea is in no way vague, embarrassing and/or frivolous. The plea puts the Plaintiff to prove its allegations. He who alleges must prove, the Plaintiff seems to labour under the illusion that simply because they have pleaded an aspect then same need not be proven.’

[17] According to the defendant the onus does not rest on the defendant to assist the plaintiff to prove its pleaded case.

[18] For the sake of completeness, I may also mention that according to the defendant, the plaintiff followed an incorrect procedure and should have filed an exception and/or an application for summary judgment, instead of having filed a rule 30(2)(b) notice.

Legal principles

[19] Rule 18 relates to pleading generally and determines, *inter alia*, as follows:

‘18(4) Every pleading shall contain a clear and concise statement of the material facts upon which the pleader relies for his or her claim, defence or answer to any pleading, as the case may be, with sufficient particularity to enable the opposite party to reply thereto.

(5) When in any pleading a party denies an allegation of fact in the previous pleading of the opposite party, he or she shall not do so evasively, but shall answer the point of substance.

...

(12) If a party fails to comply with any of the provisions of this rule, such pleading shall be deemed to be an irregular step and the opposite party shall be entitled to act in accordance with rule 30.'

[20] Rule 22 deals specifically with pleas and the relevant parts thereof read as follows:

'22(2) The defendant shall in his plea either admit or deny or confess and avoid all the material facts alleged in the combined summons or declaration or state which of the said facts are not admitted and to what extent, and shall clearly and concisely state all material facts upon which he relies.

(3) Every allegation of fact in the combined summons or declaration which is not stated in the plea to be denied or to be admitted, shall be deemed to be admitted. If any explanation or qualification of any denial is necessary, it shall be stated in the plea.

...

(5) If the defendant fails to comply with any of the provisions of subrules (2) and (3), such plea shall be deemed to be an irregular step and the other party shall be entitled to act in accordance with rule 30.'

[21] Before I deal any further with the merits of the application, it is necessary to point out that in terms of rule 18(12) and rule 22(5), in the instance of non-compliance with the provisions of the rule concerned, the relevant pleading is deemed to be an irregular step and the other party shall be entitled to act in accordance with rule 30. If a pleading both fails to comply with rule 18 and is vague and embarrassing, the defendant has a choice of remedies: he may either bring an application in terms of rule 30 or raise an exception in terms of rule 23(1). See *Sasol Industries (Pty) Ltd t/a Sasol 1 v Electrical Repair Engineering (Pty) Ltd t/a LH Marthinusen* 1992 (4) SA 466 (W) at 469F–J. Although the complaints that a pleading fails to comply with rule 18 and is vague and embarrassing remain separate and distinct complaints requiring different adjudication, I need not deal with this aspect for purposes of this judgment. The fact is that the plaintiff did not err in its decision to follow the rule 30 route.

Consideration of the wording of the plea

[22] It is evident from rule 18(5) that a party may deny an allegation of fact in a previous pleading, as long as it is not done evasively and answers the point of substance. What this means in practice is that it should be evident that the denial is raised in respect of all the allegations contained in a specific paragraph. It is not necessary for the party to traverse all the details expressly. In this regard the following is stated in DE van Loggerenberg, *Erasmus: Superior Court Practice* (2025), at D1 Rule 18-12:

‘Another practice which has been sanctioned, and which avoids the necessity for the pleader to copy out every allegation which he denies, is for the defendant to plead that “each and every allegation” in a particular paragraph is denied “as specifically as if herein set out and denied”.’

[23] In *Erasmus: Superior Court Practice*, *ibid*, at D1 Rule 22-10 the following relevant passage is also stated:

‘Whenever a denial implies some positive allegation upon which the defence will rest, the defendant must go on to state the material facts relied upon. The rule applies in all cases where a defendant wishes to avoid the plaintiff’s claim by the adduction of new facts. This embraces not only the case where the defence is a confession and avoidance but also the case where the defence is a special one, which requires to be supported by facts.

If, however, the plaintiff’s allegation is a simple one, and the defence is merely a denial, there is no need for a defendant to go further and to state any facts: his defence is based on a traverse, or denial, and not on any facts.’ (My emphasis.)

[24] In H Daniels, *Beck’s Theory and Principles of Pleading in Civil Actions*, 6 ed (2002) at 81-83, the following principles are stated with reference to relevant caselaw:

‘A denial of each and every allegation of a paragraph in a declaration is permissible provided there is no ambiguity in such denial.. . . A simple denial will in general be sufficient. A defendant is not bound to put upon the record everything upon which he or she intends to rely to establish the denial. . . .’

Also see *Nyandeni v Natal Motor Industries Limited* 1974 (2) SA 274 (D) at 278C–D.

[25] In the judgment of *Stirling Consumer Products (Pty) Ltd v Cohen and Other related cases* [2000] 4 All SA 221 (W) para 10-11:

‘[10] ” . . . There is nothing to prevent a defendant denying each and every paragraph, and where the paragraphs of the declaration each concisely state one particular allegation of fact only, no objection can be taken to such plea. Where, however, there is more than one allegation of fact or more than one issue raised in a paragraph, it seems to me the effect of the rule is quite clear that the defendant must deal specifically with each such allegation.”

[11] In the light of the foregoing, I conclude that the defendant may plead a bear denial of each and every allegation of fact alleged in the plaintiff’s particulars of claim provided, firstly, that such denial does not give rise to ambiguity or lack of clarity and provided, secondly, that such denial is not evasive but answers the point of substance.’

See also 4 *Lawsa*, 3 ed para 181.

Conclusion

[26] It is consequently clear that the denial of each and every allegation contained in a pleading, such as particulars of claim, is allowed and such a plea thereto does not offend the rules of pleading, as long as it does not give rise to ambiguity or a lack of clarity.

[27] I have already referred to the manner in which the defendant worded his plea by referring to each and every allegation in every paragraph and, where there are sub-paragraphs, to also include the allegations contained in such sub-paragraphs. In the circumstances, in my view, the defendant’s plea does not give rise to an ambiguity or a lack of clarity. It is evident that it is the defendant’s case that he denies having entered into the alleged instalment sale agreement with the defendant, that he therefore denies the alleged purchase price and the alleged terms of the alleged agreement, that he consequently denies that he breached the alleged agreement and therefore denies the allegations in respect of s 129 and s 130 of the NCA. In conclusion the defendant denies that he is liable for the payment of any amount or interest to the plaintiff.

[28] It should consequently be evident to the plaintiff what case he has to meet. The plaintiff needs to prove that it concluded the alleged instalment sale

agreement with the defendant, the terms of the agreement, breach of the agreement by the defendant, compliance with the consequential steps in terms of the NCA and that the defendant is liable to the plaintiff in the amount and interest claimed.

[29] There is no ambiguity in the manner in which the defendant pleaded his case. The defendant's case is based on a traverse and not on any facts. There was therefore no need for the defendant to have gone further and to state any facts in his plea.

[30] As stated in *Beck's Theory of Principles of Pleading and Civil Actions*, *ibid*, at 84, the defendant may well risk to be mulcted in costs at the end of the hearing for the manner in which he pleaded his case, but the plea is not an irregular step.

[31] The application can consequently not be successful.

Last remark

[32] For the sake of completeness, I deem it necessary to mention that had the application been successful, I in any event would not have granted the relief claimed by the plaintiff; in the sense that I would not have granted judgment against the defendant as prayed for in the particulars of claim and repeated in the rule 30 application. In terms of rule 30(3) and in the exercise of my judicial discretion on a consideration of the circumstances and what is fair to both sides, I would have granted the defendant leave to amend its plea.

Costs

[33] There is no reason why costs should not follow the outcome of the application.

Order

[34] The following order is made:

1 The application in terms of rule 30 is dismissed, with costs, counsel's fees to be taxed on scale A.

C VAN ZYL
JUDGE OF THE HIGH COURT

Appearances:

For the applicant/plaintiff: KP Mohono
Instructed by: McIntyre & van der Post Attorneys,
Bloemfontein

For the respondent/defendant: MP Modise
Instructed by: Moruri Attorneys Inc.,
Bloemfontein.