PRETORIA ATTORNEYS ASSOCIATION
PRETORIASE PROKUREURSVERENIGING
MOKGATLHO WA BAEMEDI BA PRETORIA

CHAIRPERSON'S REPORT
ANNUAL GENERAL MEETING 22 OCTOBER 2026

1. INTRODUCTION

Serving as Chairperson of the Pretoria Attorneys Association ("PAA") for the first time has been both a privilege and a responsibility that I have approached with a deep sense of purpose. It has provided an opportunity to contribute to an association with a proud history, while also challenging me to consider how we continue to grow, evolve and remain relevant in a legal profession that is changing at an unprecedented pace.

As the PAA celebrates 80 years, we have so much to be proud of. Over eight decades, the association has evolved alongside our profession, creating opportunities, building relationships and bringing attorneys together across generations. But while our history is important, so too is our responsibility to ensure that the PAA continues to have a meaningful place in the future of our profession.

My vision this year has been simple: to be relevant, purposeful, connected and committed to transformation. I wanted us to look beyond simply maintaining the association and to consider how we can make a real difference to our members and the profession. This meant strengthening our offering, creating opportunities for meaningful engagement, supporting professional development and ensuring that our advocacy speaks to the realities attorneys face in practice.

I have always believed that an association such as the PAA must give its members a reason to be involved. Our history and reputation are important, but our relevance lies in what we do today, how we engage with our members and whether we are responding to their needs. We must be willing to evolve, think differently and ensure that the time, effort and resources invested in the association translate into meaningful value for our members.

Transformation has also remained an important part of this vision. We practise in a profession that has come a long way, but there is still work to be done to ensure that our profession reflects the diversity of the communities we serve. I strongly believe that transformation must be more than something we speak about, it must be reflected in the opportunities we create, the voices we include and the leadership we encourage.

Ultimately, I believe that the strength of the PAA lies in its members — the attorneys who give their time, contribute their ideas and believe in the value of being a part of this purposeful community. My hope is that we continue to build an association that our members see as relevant to their practice, that younger practitioners feel encouraged to be part of, and that future generations can look back on with the same pride with which we celebrate its 80-year legacy today.

2. PORTFOLIOS AND COMMITTEES

The commitment and dedication demonstrated by our various committees throughout the year have been commendable. The PAA continues to address a wide range of important issues on behalf of its members, and it would not be possible to do justice to the full extent of this work within the time available today and without overburdening this report. I therefore single out merely a fraction of the key issues and initiatives undertaken during the year by our various portfolios. The extensive work done by the respective committees is set out in the individual committee reports attached to this report and I encourage members to read these reports in full. These reports have been shared with all our members and are also available on our website.

Of course, the progress of the association cannot be attributed to one person. It is the result of collective effort, shared commitment and the willingness of individuals who give their time and expertise in service of the profession. I am grateful to the members of the Executive Committee, our sub-committee members and everyone who has contributed to the work of the PAA during this term. Their dedication has been instrumental in advancing our objectives and ensuring that the association continues to serve its members.

My belief is that an association is only as strong as the people who are willing to invest in it. Leadership provides direction, but it is collaboration that turns that direction into progress. I encourage you to engage with our portfolio heads who are here with us at

this AGM. Please feel free to approach them, ask questions, share your thoughts and discuss the work undertaken within their respective portfolios. These conversations are valuable, not only in providing further insight into our activities, but also in allowing us to hear your views, ideas and suggestions on how we can continue to strengthen the association and better serve our members.

The following members have served on the Executive Committee for 2025/2026:

NAME	PORTFOLIO
Bhavna Singh	Chairperson
Ndangi Thovhakale	Vice-Chairperson & Student Chapter
Millie Shantall-Lurie	Treasurer & CIPC
Mark Christodoulou	Secretary
Nicolette de Witt	Liaison
Andries Nkome	Bursaries
Conrad van der Vyver	Road Accident Fund
Courtney Nerishe Singh	Candidate Attorneys
Cynthia du Plessis	Property Law

Mar-Doreth Grobler	High Court
Sarah Suleman	Intellectual Property Law
Shikara Balkishun	Magistrates Court
Carla Botha	Family Law

3. VICE CHAIRPERSON AND STUDENT CHAPTER: NDANGI THOVHAKALE

I would like to express my sincere appreciation to our Vice-Chairperson, Ndangi, for his unwavering support, commitment and dedication throughout the year. Having someone who is willing to share the responsibilities of leadership, offer guidance and contribute meaningfully to the work of the association is invaluable. I am truly grateful for the support he has given me during this year, specifically in building relationships and attending various stakeholder engagements with me or on behalf of the association.

In addition to his role as Vice-Chairperson, he has also headed the Student Chapter portfolio, where his contribution has been instrumental in advancing our efforts to engage with and invest in the next generation of legal practitioners. The Student Chapter has continued to strengthen its engagement with law students and academic institutions, through its participation in career and moot court programmes and practical advocacy initiatives.

A particular highlight was the Student Chapter's success in the Boston International Innovative Moot Court Competition, where our team won the international competition. We also successfully implemented a Legal Student Winter Placement Programme, providing students with valuable practical exposure to the legal profession. We extend our sincere thanks to the members who participated in this initiative and provided students with this valuable opportunity.

4. TREASURER AND CIPC: MILLIE SHANTALL-LURIE

Millie continues to be an invaluable asset to the PAA, having served as Treasurer for a remarkable seventh consecutive term. Her consistency, attention to detail and commitment to ensuring sound financial management of the association deserves special recognition. In addition to fulfilling this role for the PAA, Millie also serves as Treasurer of the GAA, reflecting the confidence placed in her financial expertise. Her diligent oversight of our finances, together with her considered approach to expenditure, has contributed significantly to the association's financial sustainability and growth. The PAA is in a stronger financial position because of this careful stewardship, and I am deeply grateful for Millie's continued dedication, reliability and the important role she plays in safeguarding the association's financial future.

The association recorded a profit of R368,961 for the 2026 financial year, with total cash reserves increasing by 12.14% to R6,062,890. Despite increased expenditure arising from the appointment of a dedicated manager and the hosting of member events, the PAA remains in a strong financial position, with operating expenses funded entirely from income generated during the year, without utilising savings reserves. Revenue increased by 11.35%, supported by increased membership subscription fees, while ongoing cost-control measures and prudent investment of surplus funds continue to promote financial sustainability. I also extend my appreciation to our accountant, Mariëtte Breedt and our auditors, Meintjes, Vermooten & Partners in always ensuring proper management of the association's financial affairs.

5. SECRETARY: MARK CHRISTODOULOU

Mark has made a valuable contribution to the PAA through his continued involvement in the association's day-to-day affairs. His assistance with operational matters, arranging meetings, aligning diaries, keeping of the meeting minutes and maintaining ongoing liaison with our manager has played an important role in ensuring the smooth running of the association and the effective functioning of ExCo.

On a personal level, I am particularly grateful for the support he has extended to me during my first tenure as Chairperson. His willingness to assist, offer guidance and share the responsibilities that come with leading the association has been greatly appreciated and valued. His reliability, commitment and readiness to step in where needed have

made a meaningful difference to me personally and to the work of the PAA. I sincerely thank Mark for his time, dedication and continued support, both in fulfilling his responsibilities within the PAA and in helping me carry out my duties as Chairperson.

6. PERSONNEL, MANAGER AND MEMBERSHIP

6.1 Our staff remain an integral part of the PAA, and I would like to express my heartfelt gratitude for their dedication, loyalty and the important role they play in ensuring the smooth day-to-day running of the association. We have been fortunate to have team members who have served the PAA for many years, including Stephen Ramotsho (30 years), Lana Cordier (24 years), Elizabeth Lebese (Lulu) and Virginia Legodi (with 21 years each), Rochelle Marshall (9 years) and Boitumelo Ntunzela (Tumi) (8 years). We have also recently appointed Tshepang Ntunzela who will assist Tumi in our Magistrate's Court office.

6.2 This year, however, has also brought moments of sadness and change. We mourned the passing of our beloved colleague, Lulu, whose years of service and contribution to the PAA will not be forgotten. We also bid farewell to Lana as she enters retirement, with sincere appreciation for her 24 years of dedicated service. To all our staff, past and present, thank you for your commitment, hard work and the invaluable contribution you make to the PAA. Your service is deeply appreciated, and the role you play in supporting our members and the association will never be taken for granted.

6.3 The appointment of our dedicated Manager, Lizette Burger, this year, has provided valuable administrative and operational support to the Executive Committee. This role contributed to the coordination of events, communication with our members, management of sponsor relationships, and facilitation of communication and collaboration with the marketing and social media team (Creatiff Corporate), thereby enhancing the association's event planning, stakeholder engagement and overall operations.

6.4 Lizette also manages the staff at the High Court and Magistrate's Court PAA offices, while also serving as a point of contact for members and addressing any queries or concerns arising from these offices and providing feedback to the Executive Committee.

6.5 The membership of the PAA as at the end of September 2026 is as follows:

- Attorneys: 1095
- Candidate attorneys: 179
- Student Chapter: 229

This reflects a total membership of 1503, demonstrating the association's continued reach across established practitioners, aspiring attorneys and law students. The PAA remains committed to growing its membership and strengthening its value to attorneys, candidate attorneys and law students. Initiatives and strategies to support membership growth and to expand the association's reach will be discussed and considered by the incoming Executive Committee for 2027.

7. EVENTS AND SPONSORSHIPS

The events portfolio was initially headed by Kazumi Sebonka, who contributed to the planning and coordination of the association's events before leaving the executive committee to pursue a career in the corporate sector. Following the appointment of Lizette Burger as Manager, the responsibility for the events and sponsorship portfolios has transitioned to her. The following events were hosted by the PAA during the year:

7.1 Candidate Attorneys Function

The Annual Candidate Attorneys Function was held on 18 February 2026 at La Parada, Menlyn Maine, providing close to 150 candidate attorneys an opportunity to network with peers and experienced professionals.

The programme featured Gawie le Roux, who spoke on PVT and board examination courses, Di Gibson, author of "*Surviving Articles: A Book for Candidate Legal Practitioners by a Candidate Legal Practitioner*", who shared insights into navigating articles, and Maud Bekker from the LPC, who introduced the new board examination syllabus.

The evening was a great success, with candidate attorneys enthusiastically participating and expressing their enjoyment and appreciation of the programme.

7.2 Scale-up Business Seminar

The PAA, in collaboration with Scale-Up Partners, hosted a Business Seminar on 19 March 2026 at the Club Advocates' Chambers under the theme *"Beyond the Billable Hour – Scaling Your Firm through Value and Innovation"*.

The panel, comprising Dr Keith Fairhurst and Jordaan Jacobs (Scale-Up Partners), Bruce Berry (Manager: Business Support and Recovery Unit at Development Bank of Southern Africa), Theo Steyn (Managing Director at VZLR), Saneli Ngcobo (Managing Director of Ngcobo SN Inc), was facilitated by Caitlin Gottschalk (Gottschalk Attorneys). Discussions explored innovative business models for legal practice, with a focus on value-based billing, improving productivity, leveraging artificial intelligence and building sustainable client relationships in a digital environment.

The event was well attended and we received positive feedback, with participants highlighting the value of the discussions and practical insights shared by the panellists.

7.3 Civil Law Update Seminar

On 22 May 2026, the PAA presented its annual Civil Law Update Seminar in collaboration with the University of Pretoria. The seminar focused on developments in civil procedure, practice directives and amendments to the Rules.

The full-day programme featured a keynote address by Judge Norman Davis, panel discussions on mediation and Rules updates, and a presentation by Mr Lucien Pierce on AI and the Law. The mediation panel comprised of Judge Norman Davis, Prof Rashri Baboolal-Frank and Mr Dale Hutchinson, while the Rules panel comprised of Prof Thino Bekker, Adv Lizelle Haskins, Adv Karusha Kollapen, with Prof Baboolal-Frank as moderator.

The seminar was exceptionally well attended, with 150 delegates, and we received outstanding feedback. The positive response was particularly encouraging, with many members expressing interest in attending similar seminars in future. A further highlight was the surprise visit by Judge President Ledwaba, which added to the significance of this event. This event was also a testament to the PAA's ongoing

commitment to bringing together academia, the legal profession and the judiciary, fostering meaningful relationships and building a more connected legal community.

7.4 Gawie le Roux admission examinations preparation course

In partnership with Gawie Le Roux Institute of Law, we sponsored an online Admission Examination Preparation Course for 10 deserving member candidate attorneys preparing for the August 2026 competency-based examinations. The initiative formed part of our commitment to supporting candidate attorneys and strengthening the profession by providing structured academic support, practical guidance, and expert training across all four examination papers.

Feedback from candidates following the course and the examinations was very positive. We hope to repeat this initiative in future.

7.5 Hollard Court Bonds and PAA Golf Day

Our annual Golf Day was held on 20 August 2026 at the Woodhill Golf Course and was once again a resounding success. A highlight on our calendar, this sold-out event brought together attorneys, clients and business partners for a day of networking, camaraderie and friendly competition in a relaxed setting. Entertainment throughout the day and a prize-giving dinner added to the occasion. This event remains as one of the PAA's most profitable events.

7.6 Hollard Court Bonds and PAA 80th Annual Gala Dinner

Our Annual Gala Dinner was held on 22 September 2026 in the Ballroom at the Pretoria Country Club under the theme *Dubai Bling*. The occasion was particularly special as it marked our 80th anniversary and brought together more than 200 guests for an evening celebrating our members and the PAA's legacy.

In addition to members, the event was attended by distinguished guests, including members of the judiciary, academics, advocates and representatives of the organised legal profession. The theme was brought to life through an array of entertainment, including live performances, a DJ, and complimentary henna and hubbly services.

The evening provided a memorable celebration of the PAA's 80-year history and the relationships it continues to foster within the legal profession.

7.7 Sponsors

The PAA extends its sincere appreciation to all our sponsors for their continued support and contribution throughout the year. Your generosity and commitment have played an important role in making our initiatives, events and engagements possible. Your partnership enables us to create meaningful opportunities for our members, strengthen our profession and continue advancing the values of connection, transformation and excellence. Thank you for believing in the work of the PAA and for being part of our journey as we celebrate 80 years of serving the legal profession. We are proud to acknowledge the following sponsors:

- Hollard Court Bonds
- Lamna Bridging Finance
- Legal Serve
- BMW
- AJS
- Ghost Practice (Dye & Durham)
- Munro Forensic Actuaries
- Munro Boshoff
- Grid Forensic Accounting
- Spear Specialist Earnings
- Quantim Solutions
- Gawie le Roux Institute of Law
- FundaMedical
- Bidders Choice
- Sable International
- Currency Partners
- Tsebo Actuaries
- The Golf Portal
- Booya
- Standard Bank

- PPS
- Tswelopele ADR
- Scale-Up Partners
- Club Advocates Chambers

8. BURSARY FUND COMMITTEE: ANDRIES NKOME

During the year, the PAA revived its Bursary Fund, and a formal bursary fund policy was developed and implemented. ExCo also approved an allocation of R120 000 for the 2027 academic year. Applications opened in September 2026, and the assessment process is underway. The revival of the Fund represents an investment in the development of future legal practitioners and reflects the PAA's commitment to supporting legal education and financially disadvantaged students.

9. CANDIDATE ATTORNEYS COMMITTEE: COURTNEY SINGH

The annual Candidate Attorneys' Function was successfully held, providing candidate attorneys with an opportunity to engage with experienced practitioners and professional bodies. In collaboration with Gawie le Roux, we hosted an examination preparation course for candidates preparing for the legal practitioner examinations. The Committee also undertook a clothing drive in celebration of Mandela Day to support students preparing to enter the workplace. We thank the members who have generously contributed to this cause by donating their pre-loved clothes.

The association remains committed to inclusivity and the development of the next generation of legal professionals by offering free membership to candidate attorneys. Through initiatives and events that actively include candidate attorneys, the PAA seeks to foster meaningful connections and build a supportive community of young legal professionals.

Courtney has also played a valuable role in assisting with the planning and coordination of events throughout the year. Her attention to detail, dedication and willingness to contribute have been greatly appreciated, and we are grateful for the role she has played in ensuring the success of our events.

10. INTELLECTUAL PROPERTY LAW AND COMPANY LAW COMMITTEE SARAH SULEMAN (ASSISTED BY MILLIE SHANTALL-LURIE)

10.1 Trademarks and Patents

A significant focus during the year was on ongoing development and implementation of electronic systems and automation. Various initiatives are underway and the PAA intends to participate in the testing and development of these systems. CIPS plans to increase the number of trademark examiners, which is particularly encouraging, considering the ongoing backlogs at the Trademark Registry. The Committee hosted a webinar in celebration of World IP Day (in collaboration with the University of Pretoria), focusing on the commercialisation and protection of intellectual property in the sporting sector.

10.2 Company Law

The Committee continued to engage with CIPC during the year on the challenges experienced by practitioners in dealing with CIPC's electronic platforms and processes.

11. ESTATES AND TRUST COMMITTEE: LINDIE VAN SCHOOR

The Committee attempted throughout the year to engage with the Pretoria Master's Office regarding various operational challenges, including the significant delays following the relocation of the Master's Office. A new Acting Master has been appointed, and the Committee will soon be meeting with her. The Committee participated in regular stakeholder meetings to raise and address concerns affecting practitioners, including a lack of uniformity in requirements between Masters' Offices and persistent internet and connectivity challenges at the Pretoria Master's Office.

12. FAMILY LAW COMMITTEE: CARLA BOTHA

The Committee dealt with various challenges affecting family law practitioners, including delays arising from queries by the Family Advocate, differences in the allocation of unopposed divorce dates between the High Court and Magistrates' Court, refusal of maintenance officers to accept applications for variations in certain

circumstances, and staffing constraints at the Maintenance Court. These matters have been raised with the relevant authorities, and the Committee continues to engage with them.

The Committee also remained engaged with concerns relating to the representation of minor children in legal proceedings. The Committee participated in the annual Family Law Conference, hosted by F van Wyk Attorneys. This Conference is one of the key events for family practitioners in Pretoria, providing valuable engagement with practitioners and exposure for the PAA.

13. HIGH COURT COMMITTEE: MAR-DORETH GROBLER

Continuous engagement took place with the Pretoria High Court and other relevant stakeholders on key issues affecting practitioners, including delays in the allocation of Special Interlocutory Court and Special Default Judgment matters, congestion in the Special Interlocutory Court, ongoing challenges with Court Online, and delays in the taxation process. The Committee also submitted comments on the proposed amendments to the Mandatory Mediation Protocol.

Together with the RAF Committee and other associations, the Committee participated in a stakeholder meeting with the Road Accident Fund regarding concerns affecting practitioners, including the RAF's participation in mediation. Operational and administrative challenges were also raised through the Efficiency Enhancement Committee (EEC) and Provincial Efficiency Enhancement Committee (PEEC).

The High Court WhatsApp groups continued to provide members with timely updates on court rolls, directives, notices, hearing links and other developments relevant to High Court practice.

During the year, the PAA also had the opportunity to nominate attorneys for their appointment as acting judges, with nominees being afforded opportunities to serve in an acting capacity from time to time. This initiative reflects the association's continued relationship with the judiciary and our commitment to supporting the development of our members, promoting professional advancement and contributing to the broader administration of justice.

14. MAGISTRATES COURT: SHIKARA BALKISHUN

The Committee dealt with various challenges experienced at the courts, including delays in the processing of applications, allocation of hearing dates, issuing of documents and delivery of judgments. Concerns were also raised regarding court file management, taxation matters and administrative processes. The Committee engaged with the magistrates on procedural issues, particularly in relation to debt review matters, and continues to engage with the court regarding administrative processes and outstanding judgments.

15. PROPERTY LAW COMMITTEE: CYNTHIA DU PLESSIS

Regular and *ad hoc* meetings were held with the Deeds Office, the City of Tshwane, and other relevant stakeholders on matters affecting conveyancers. The development and implementation of the Electronic Deeds Registration System (EDRS) remained a key focus during the year. Although the project has progressed over a number of years and pilot testing has taken place, implementation has been delayed and the implementation timeframe remains uncertain. The Committee continues to monitor developments and engage with the relevant authorities. The Committee also continued to engage on the proposed re-alignment of the South and North Gauteng Deeds Office boundaries, which remains a matter of concern for Pretoria conveyancers.

16. ROAD ACCIDENT FUND COMMITTEE: CONRAD VAN DER VYVER

The Committee continued to prioritise the issue of the RAF's failure to pay court orders and outstanding claims, engaging with the RAF and other stakeholders and pursuing the matter through litigation. The RAF's urgent application to extend the 180 day moratorium on writs of execution was struck from the roll, with costs on the attorney and client scale. This application was finally enrolled for hearing in August 2026. The PAA took the opportunity to augment its papers with updated combined statistics on members' outstanding payments, bringing relevant statistical information to the court's attention. The RAF withdrew the application shortly before the hearing of the matter, having tendered costs.

Significant Supreme Court of Appeal judgments also clarified important issues relating to foreign claimants, Board Notice 271 of 2022, the revised RAF 1 claim form,

post-judgment interest and most recently past medical expenses paid for by the claimant's medical scheme.

The RAF Committee continues to monitor developments closely and to advocate vigorously for the interests of our members and their clients. Members are kept informed of these, and other relevant developments, through regular feedback memoranda circulated via our WhatsApp groups and member mail drops.

The RAF recently engaged with the PAA and expressed their willingness to convene stakeholder meetings with members of the profession to better understand the challenges faced by attorneys and explore practical ways in which it can provide assistance. This engagement represents a positive step towards strengthening collaboration, improving communication and fostering constructive solutions between the RAF and the legal profession.

17. LIAISON AND STAKEHOLDER RELATIONS: NICOLETTE DE WITT

In addition to Committee-specific activities, the PAA maintained relationships with key stakeholders across the legal profession and related sectors through meetings, participation in events and other collaborative initiatives aimed at strengthening partnerships and advancing matters of common interest to the profession. These included, among others, the following:

17.1 During the year, the Chairperson met with the **Legal Practice Council**, which engagement provided valuable insight into the issues dealt with by the LPC and laid a positive foundation for continued collaboration between the PAA and the LPC. The PAA recognises the existing disconnect between attorneys and the LPC and aims to bridge this gap by fostering open communication, mutual understanding and constructive engagement. Addressing this disconnect remains an ongoing initiative for 2027, with the PAA committed to strengthening the relationship between the profession and its regulatory body.

17.2 Shikara Balkishun represents the PAA on the **LSSA Youth Committee** and attended the LSSA AGM, where she participated as a panelist on the topic - *Legal Profession: Past and Future.*

17.3 Shikara Balkishun and Ndangi Thovhakale also participated in the **LSSA / LPFF**

Young Lawyers Conference under the theme *Law, Technology, Leadership and Legacy: Positioning Young Lawyers in the New Dispensation*.

17.4 Ndangi Thovhakale participated in the **Legal Practitioners' Fidelity Fund National Conference** on the sustainability of the legal profession, regulatory reform, risk management, funding models, and transformation.

17.5 The **Johannesburg Arbitration Week 2026** was attended by Ndangi Thovhakale on behalf of the PAA. This event provided opportunities to collaborate with stakeholders and position the PAA as an active participant in discussions relating to alternative dispute resolution.

17.6 Bhavna Singh and Mark Christodoulou attended a Meet and Greet event for junior counsels hosted by the **Pretoria Society of Advocates**. The event provided a valuable opportunity to strengthen the relationship between the attorneys' and advocates' professions, encouraging meaningful engagement, networking and the development of professional relationships.

17.7 The PAA has continued to strengthen its relationship with the **University of Pretoria** through ongoing collaboration and engagement aimed at supporting the development of future legal practitioners. This relationship provides a valuable platform for bridging the gap between academics and the profession.

17.8 Our broader relationships within the profession remain equally important. The PAA continues to value its association with the **Gauteng Attorneys' Association** ("GAA"), our sister associations — the **Johannesburg Attorneys' Association** ("JAA"), the **West Rand Legal Practitioners' Association** ("WRLPA") and the **Soweto Legal Fraternity** ("SLP") — as well as the South African Attorneys' Federation ("SAAF"). Through these structures we are able to contribute to broader discussions affecting attorneys and participate in initiatives that extend beyond our immediate membership.

17.9 The PAA is also one of the founding members of the **South African Attorneys' Federation**. SAAF brings together local attorneys' associations all over the country in an attempt to establish a collective federation that will have a greater influence over relevant structures and role-players than we have as individual associations. Just like the PAA, SAAF is a voluntary organisation which aims to

make a difference at grass roots level and is non-political and inclusive of all attorneys and associations.

18. LITIGATION ON BEHALF OF OUR MEMBERS

The PAA, in partnership with the PSA, instituted a review application on behalf of its members challenging Government Notice 7648, published in Government Gazette 54935 on 2 July 2026. The Notice, amongst other things, withdrew Government Notice 408 of 2018 and introduced a new determination of the areas of jurisdiction of the Gauteng and North West Divisions of the High Court.

The application was successful, with an order granted reviewing and setting aside Government Notice 7648 insofar as it relates to the areas of jurisdiction falling under the Gauteng Division of the High Court, Pretoria.

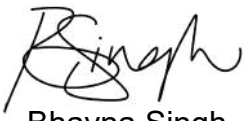
This outcome is a testament to the value of the professional relationships fostered between the PAA and the PSA, which have developed into a meaningful partnership capable of pursuing litigation in the interests of their respective members and the broader legal profession. By working together, the two associations were able to mobilise their collective resources and expertise to address an issue of significant concern to their members and secure a swift and successful outcome. The PAA and the PSA have committed to working with each other to the benefit of their members in the future.

The PAA is proud of this collaborative achievement and extends its sincere gratitude to the Pretoria Society of Advocates for its partnership and commitment throughout the process. We also wish to acknowledge and thank Adv NGD Maritz SC, Adv DE van Loggerenberg SC, Adv M Mphaga SC and Adv K Kollapen for their invaluable assistance and contribution to this matter.

As I conclude this report, I do so with a deep sense of gratitude for the opportunity to have served as Chairperson of the Pretoria Attorneys Association. I am sincerely thankful to every member who placed their trust in me, and to all those who supported, challenged and worked alongside me throughout this journey. The progress we have made has never been the work of one individual, but rather the result of a shared commitment to the growth and advancement of the PAA.

To the newly elected ExCo for the 2026/2027 term, I extend my very best wishes as you begin this next chapter. I encourage you to build on the work already done, nurture the initiatives that have taken root, and continue to create opportunities that serve the interests of our members and the broader legal profession. May you lead with conviction, work with a common purpose, and remain united in your commitment to ensuring that the PAA continues to grow, evolve and remain relevant in an ever-changing profession.

Thank you for allowing me the privilege of serving this association. I close this term with a grateful heart, a deep appreciation for each and every person who has served on the Executive Committee and every member who has contributed to this journey.



Bhavna Singh
Chairperson 2026

ANNUAL REPORT BY THE TREASURER OF THE PRETORIA ATTORNEYS' ASSOCIATION FOR THE 2026 FINANCIAL YEAR

1. ANNUAL FINANCIAL STATEMENTS

1.1

The draft Annual Financial Statements prepared by Messrs Meintjes, Vermooten & Partners, Chartered Accountants and Auditors (SA) ("the auditors"), for the year ending 30 June 2026, are attached hereto and marked Annexure "AS1" and must be read in conjunction with this report.

1.2

The following are the most pertinent aspects contained in the attached Annual Financial Statements:

1.2.1

During the 2026 financial year, the Association recorded an overall profit of **R368,961**, compared to **R774,072** during the 2025 financial year. The decline in profit for the 2026 financial year is primarily attributable to two factors.

Firstly, the Association appointed a new Office Manager to manage its continued expansion, growth and workload, oversee members of staff and assist the Executive Committee in fulfilling its responsibilities to members. This appointment was considered necessary to ensure that the Association continues to provide the high standard of service for which it has been renowned for more than 80 years.

Secondly, the Association hosted a Gala Dinner at Moonshot Café during September 2025 to thank and reward our members for their continued support and contributions to the Association. We considered it important to recognise and express our appreciation for the invaluable support received from our members over many years.

There was, however, an increase in revenue resulting from the increase in membership subscription fees for the 2026 financial year.

I may also mention that our Golf Day held at Woodhill Country Club during August 2025 was a financial success. Furthermore, our Golf Day hosted at Woodhill Country Club during August 2026 was likewise a resounding success from a financial perspective, although the financial results thereof will only be reflected in the Annual Financial Statements for the year ending 30 June 2027.

1.2.2

The Association receives no financial assistance from the Legal Practice Council, or any other institution and relies solely on membership subscriptions, donations and income generated through its operations to meet its financial obligations.

The Executive Committee also receives no remuneration for its services, notwithstanding that provision is made therefor in the Constitution. Our Executive Committee expends countless hours addressing member concerns, advancing the interests of legal practitioners and protecting the legal profession, and will continue to do so.

1.2.3

The Association's cash position at the end of June 2026 was as follows:

	June 2026	June 2025
Current Account & Cash	R1,882,732.00	R1,523,003.00
Investments	R4,180,158.00	R3,883,561.00
TOTAL CASH ON HAND	**R6,062,890.00**	**R5,406,564.00**

The Association's cash position remains healthy and its cash reserves increased by **12.14%** during the 2026 financial year. During the previous financial year, cash reserves increased by 12.45%.

We continue to ensure that all surplus funds are prudently invested to achieve optimal growth while safeguarding the Association's income and capital reserves.

1.3

The Association's income for the year ending June 2026 increased by **11.35%**, primarily as a result of the increase in membership subscription fees, compared to the 2025 financial year, during which income decreased by approximately 4% due to there being no increase in membership subscription fees.

1.4

The favourable financial position of the Association for the year ending 2026 is attributable, in part, to the fact that annual operating expenses were funded from income generated during the year, without the need to utilise the Association's savings reserves.

We have also succeeded in reducing certain monthly expenditure items, as is evident from the detailed income statement referred to below.

Notwithstanding the reduction in expenditure, the Association continues to provide the high standard of service that our members have come to expect.

As previously mentioned, the Association appointed **Ms Lizette Burger** to assume the managerial responsibilities of the Pretoria Attorneys' Association. The continued growth of the Association necessitated the appointment of a dedicated manager to oversee its operations and ensure that its affairs continue to run efficiently and effectively.

Thank you, Lizette, for your guidance, support and invaluable contributions during the past financial year. Your extensive experience as a legal practitioner and your years of service within the organised profession have greatly assisted the Association in expanding its footprint and enhancing the services offered to our members, both within Tshwane and nationally.

1.5

When compared to the Association's income, expenditure increased by **28.14%**. The following expenditure items merit specific mention:

1.5.1 ACCOUNTING FEES

These are the expenses paid to the independent accountant, Mariëtte Breedt, for the administrative and accounting functions which she performs for the Association on a month-to-month basis.

The accounting fees increased modestly during the past financial year due to the additional time required to perform the Association's accounting and administrative functions.

Mariëtte has been associated with the Association for approximately 18 years and has become far more than merely our accountant. Over the years she has assisted the Association in numerous capacities and has always done so willingly and professionally. Without her support, carrying out the duties of Treasurer would be considerably more challenging.

Thank you, Mariëtte, for your unwavering support and contribution during the past financial year.

1.5.2 EMPLOYEE COSTS

These are the expenses paid to our employees for the daily administrative functions performed from our Magistrates' Court and High Court offices. Employee costs increased during the past financial year only by the normal annual salary adjustments.

1.5.3 LEASE RENTALS ON OPERATING LEASE

These expenses relate to the photocopying, printing and scanning equipment utilised in the High Court and Magistrates' Court offices. Such equipment is continually upgraded to ensure efficient service delivery.

As mentioned in my previous report, the Association successfully negotiated a more cost-effective month-to-month agreement in respect of its office equipment while continuing to ensure that modern and efficient equipment is available at both offices.

1.5.4 COMPUTER AND WEBSITE EXPENSES

Over the past few years, the Association has invested significantly in upgrading its computer hardware and redesigning its website. These improvements have enhanced the quality and efficiency of services rendered to our members.

The website continues to be developed and improved, including the creation of dedicated pages dealing with important developments affecting our members and their practices. Computer-related expenditure increased only in line with normal annual cost escalations.

1.5.5 PRINTING AND STATIONERY

Printing and stationery expenses decreased during the financial year due to reduced rates secured through our continued support of local suppliers.

1.5.6 FUNCTIONS, ADVERTISING AND MARKETING

Expenditure relating to functions increased during the 2026 financial year, as we were able to host a number of successful in-person events for the benefit of our members, including:

- The Gala Dinner at Moonshot Café on 19 September 2025;
- The Annual Golf Day at Woodhill Country Club on 14 August 2025; and
- The Candidate Attorneys' Function at La Parada on 19 February 2026.

1.5.7 TELEPHONE AND DATA

Telephone and data expenses decreased during the financial year.

1.5.8 SEMINAR EXPENSES

Seminar expenditure decreased when compared to the 2025 financial year.

The Association remains committed to exercising prudent financial management and maintaining strict control over expenditure. Although expenditure increased during the 2026 financial year, it remains essential that the high standard of service provided to members is maintained.

The Association utilises membership subscription fees, operational income generated through its High Court and Magistrates' Court offices, donations and event income in the **best interests of its members**, and will continue to do so during the forthcoming financial year.

It is also important to note that the Executive Committee meets monthly to manage the affairs of the Association effectively and to ensure that members derive maximum benefit from the Association's financial growth. Management accounts are scrutinised regularly to ensure strict cost recovery measures at both the High Court and Magistrates' Court offices.

The Association furthermore holds quarterly budget meetings to monitor expenditure and maintain financial discipline. Notwithstanding increased expenditure, the Association remains in a strong and healthy financial position.

2. GENERAL

2.1

I would like to express my sincere appreciation to the following persons and institutions:

2.1.1

All employees of the Association, without whose hard work, commitment and loyalty the Association would not be able to function as effectively as it does on a daily basis.

2.1.2

The auditors' representatives, namely Mr Twanie de Witt CA(SA) and Mariëtte Breedt, who continue to make themselves available to assist both myself and the Executive Committee with financial matters and queries whenever required.

2.2

I would also like to take this opportunity to thank the Chairperson and my fellow members of the Executive Committee for their support, guidance and contributions throughout the past year. Without their assistance and dedication, I would not be able to properly perform my functions as Treasurer.

I accordingly request that the draft Annual Financial Statements attached to this report be approved.

MILLIE SHANTALL-LURIE
TREASURER

4 OCTOBER 2026

MEINTJES VERMOOTEN
& VENNOTE

Pretoria Attorneys Association
Annual Financial Statements
for the year ended 30 June 2026

Pretoria Attorneys Association

Annual Financial Statements for the year ended 30 June 2026

Index

The reports and statements set out below comprise the annual financial statements presented to the members:

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Level of assurance

These annual financial statements have been independently reviewed.

Chairperson	**Treasurer**
Date approved	**Date approved**

MEINTJES VERMOOTEN
& VENNOTE

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Independent Reviewer's Report

To the Members of Pretoria Attorneys Association

We have reviewed the annual financial statements of Pretoria Attorneys Association, set out on pages 3 to 10, which comprise the statement of financial position as at 30 June 2026 and the statement of comprehensive income, statement of changes in equity and statement of cash flows for the year then ended, and notes to the annual financial statements, including a summary of significant accounting policies.

Responsibilities of the Association for the Financial Statements

The Association's committee is responsible for the preparation and fair presentation of these annual financial statements in accordance with the International Financial Reporting Standard for Small and Medium-sized Entities, and for such internal control as the Association's committee determines is necessary to enable the preparation of annual financial statements that are free from material misstatement, whether due to fraud or error.

Independent Reviewer's Responsibility

Our responsibility is to express a conclusion on these annual financial statements. We conducted our review in accordance with International Standard on Review Engagements (ISRE) 2400 (Revised), Engagements to Review Historical Financial Statements (ISRE 2400 (Revised)). ISRE 2400 (Revised) requires us to conclude whether anything has come to our attention that causes us to believe that the annual financial statements, taken as a whole, are not prepared in all material respects in accordance with the applicable financial reporting framework. This Standard also requires us to comply with relevant ethical requirements.

A review of annual financial statements in accordance with ISRE 2400 (Revised) is a limited assurance engagement. The independent reviewer performs procedures, primarily consisting of making inquiries of management and others within the entity, as appropriate, and applying analytical procedures, and evaluates the evidence obtained.

The procedures performed in a review are substantially less than those performed in an audit conducted in accordance with International Standards on Auditing. Accordingly, we do not express an audit opinion on these annual financial statements.

Basis for Qualified Conclusion

As with similar organisations, it is not feasible for the Association to institute accounting controls over cash collections from membership fees and other income, prior to the initial entry of the collections in the accounting records. Accordingly, it was impractical for us to extend our examination beyond the receipts actually recorded.

Qualified Conclusion

Based on our review, except for the effects of the matter described in the Basis for Qualified Conclusion paragraph, nothing has come to our attention that causes us to believe that these annual financial statements do not present fairly, in all material respects, the financial position of Pretoria Attorneys Association as at 30 June 2026, and its financial performance and cash flows for the year then ended in accordance with the International Financial Reporting Standard for Small and Medium-sized Entities.

Meintjes, Vermooten and Partners
Simon Johannes de Witt
Partner
Chartered Accountant (SA)
Registered Auditor

Pretoria

Statement of Financial Position as at 30 June 2026

Figures in Rand	Note(s)	2026	2025
Assets			
Non-Current Assets			
Property, plant and equipment	2	88 821	103 731
Current Assets			
Inventories	4	65 966	37 119
Trade and other receivables	3	301 490	244 714
Cash and cash equivalents	5	6 062 890	5 406 564
		6 430 346	**5 688 397**
Total Assets		**6 519 167**	**5 792 128**
Equity and Liabilities			
Equity			
Retained income		5 876 975	5 508 014
Liabilities			
Current Liabilities			
Trade and other payables	6	642 192	284 114
Total Equity and Liabilities		**6 519 167**	**5 792 128**

Statement of Comprehensive Income

Figures in Rand	Note(s)	2026	2025
Revenue		3 630 607	3 260 499
Cost of sales		(173 103)	(151 067)
Gross profit		**3 457 504**	**3 109 432**
Operating expenses		(3 385 141)	(2 641 797)
Operating profit	7	**72 363**	**467 635**
Investment revenue		296 598	306 437
Profit for the year		**368 961**	**774 072**
Other comprehensive income		-	-
Total comprehensive income for the year		**368 961**	**774 072**

Statement of Changes in Equity

Figures in Rand	Retained income	Total equity
Balance at 01 July 2024	**4 733 942**	**4 733 942**
Profit for the year	774 072	774 072
Other comprehensive income	-	-
Total comprehensive income for the year	**774 072**	**774 072**
Balance at 01 July 2025	**5 508 014**	**5 508 014**
Profit for the year	368 961	368 961
Other comprehensive income	-	-
Total comprehensive income for the year	**368 961**	**368 961**
Balance at 30 June 2026	**5 876 975**	**5 876 975**

Note(s)

Statement of Cash Flows

Figures in Rand	Note(s)	2026	2025
Cash flows from operating activities			
Cash generated from operations	9	359 728	292 315
Interest income		296 598	306 437
Net cash from operating activities		**656 326**	**598 752**
Total cash movement for the year		**656 326**	**598 752**
Cash at the beginning of the year		5 406 564	4 807 812
Total cash at end of the year	5	**6 062 890**	**5 406 564**

Accounting Policies

1. Basis of preparation and summary of significant accounting policies

The annual financial statements have been prepared on a going concern basis in accordance with the International Financial Reporting Standard for Small and Medium-sized Entities. The annual financial statements have been prepared on the historical cost basis, except for biological assets at fair value less point of sale costs, and incorporate the principal accounting policies set out below. They are presented in South African Rands.

These accounting policies are consistent with the previous period.

1.1 Property, plant and equipment

Property, plant and equipment are tangible assets which the company holds for its own use or for rental to others and which are expected to be used for more than one period.

Property, plant and equipment is initially measured at cost.

Cost includes costs incurred initially to acquire or construct an item of property, plant and equipment and costs incurred subsequently to add to, replace part of, or service it. If a replacement cost is recognised in the carrying amount of an item of property, plant and equipment, the carrying amount of the replaced part is derecognised.

Expenditure incurred subsequently for major services, additions to or replacements of parts of property, plant and equipment are capitalised if it is probable that future economic benefits associated with the expenditure will flow to the company and the cost can be measured reliably. Day to day servicing costs are included in profit or loss in the period in which they are incurred.

Property, plant and equipment is subsequently stated at cost less accumulated depreciation and any accumulated impairment losses, except for land which is stated at cost less any accumulated impairment losses.

Depreciation of an asset commences when the asset is available for use as intended by management. Depreciation is charged to write off the asset's carrying amount over its estimated useful life to its estimated residual value, using a method that best reflects the pattern in which the asset's economic benefits are consumed by the company.

The useful lives of items of property, plant and equipment have been assessed as follows:

Item	Depreciation method	Average useful life
Furniture and fixtures	Straight line	20
Office equipment	Straight line	6
IT equipment	Straight line	6

When indicators are present that the useful lives and residual values of items of property, plant and equipment have changed since the most recent annual reporting date, they are reassessed. Any changes are accounted for prospectively as a change in accounting estimate.

Impairment tests are performed on property, plant and equipment when there is an indicator that they may be impaired. When the carrying amount of an item of property, plant and equipment is assessed to be higher than the estimated recoverable amount, an impairment loss is recognised immediately in profit or loss to bring the carrying amount in line with the recoverable amount.

An item of property, plant and equipment is derecognised upon disposal or when no future economic benefits are expected from its continued use or disposal. Any gain or loss arising from the derecognition of an item of property, plant and equipment, determined as the difference between the net disposal proceeds, if any, and the carrying amount of the item, is included in profit or loss when the item is derecognised.

1.2 Tax

Tax expenses

The Association has a tax exemption in terms of section 10(1)(d)(iv)(bb) of the Income Tax Act.

1.3 Inventories

Inventories are measured at the lower of cost and estimated selling price less costs to complete and sell, on the first-in, first-out (FIFO) basis.

Accounting Policies

1.4 Revenue

Revenue is recognised to the extent that the association has transferred the significant risks and rewards of ownership of goods to the buyer, or has rendered services under an agreement provided the amount of revenue can be measured reliably and it is probable that economic benefits associated with the transaction will flow to the association. Revenue is measured at the fair value of the consideration received or receivable, excluding sales taxes and discounts.

Interest is recognised, in profit or loss, using the effective interest rate method.

Revenue consists of membership fees, function income and other fees.

Figures in Rand	2026	2025

2. Property, plant and equipment

	2026			2025		
	Cost or revaluation	Accumulated depreciation	Carrying value	Cost or revaluation	Accumulated depreciation	Carrying value
Furniture and fixtures	251 583	(162 762)	88 821	251 583	(148 353)	103 230
Office equipment	65 253	(65 253)	-	65 253	(65 009)	244
IT equipment	63 581	(63 581)	-	63 581	(63 324)	257
Total	**380 417**	**(291 596)**	**88 821**	**380 417**	**(276 686)**	**103 731**

Reconciliation of property, plant and equipment - 2026

	Opening balance	Depreciation	Closing balance
Furniture and fixtures	103 230	(14 409)	88 821
Office equipment	244	(244)	-
IT equipment	257	(257)	-
	103 731	**(14 910)**	**88 821**

Reconciliation of property, plant and equipment - 2025

	Opening balance	Depreciation	Closing balance
Furniture and fixtures	117 639	(14 409)	103 230
Office equipment	4 266	(4 022)	244
IT equipment	3 290	(3 033)	257
	125 195	**(21 464)**	**103 731**

3. Trade and other receivables

Trade receivables	539 014	485 941
Employee loans	11 114	33 114
Provision for Bad Debts	(248 638)	(274 341)
	301 490	**244 714**

4. Inventories

Merchandise	65 966	37 119

5. Cash and cash equivalents

Cash and cash equivalents consist of:

Cash on hand	396	-
Bank balances - Current	1 882 336	1 523 003
Bank balances - Investments	4 180 158	3 883 561
	6 062 890	**5 406 564**

6. Trade and other payables

Trade payables	54 512	55 666
VAT	320 515	42 158
Debtors paid in advance	267 165	186 290
	642 192	**284 114**

Notes to the Annual Financial Statements

Figures in Rand	2026	2025

7. Operating profit

Operating profit for the year is stated after accounting for the following:

Operating lease charges		
Lease rentals on operating lease		
• Contractual amounts	106 200	113 554
Depreciation on property, plant and equipment	14 910	21 464
Employee costs	1 074 511	967 897

8. Reviewer Remuneration

Fees	19 030	17 300

9. Cash generated from operations

Profit before taxation	368 961	774 072
Adjustments for:		
Depreciation and amortisation	14 910	21 464
Interest received	(296 598)	(306 437)
Changes in working capital:		
Inventories	(28 847)	(25 450)
Trade and other receivables	(56 776)	84 884
Trade and other payables	358 078	(256 218)
	359 728	**292 315**

Detailed Income Statement

Figures in Rand	Note(s)	2026	2025
Revenue			
Functions		450 148	414 920
Kiosk		231 016	216 851
Membership fees		1 608 270	1 268 487
Printing & Copies from members		1 209 015	1 259 637
Seminars		132 158	100 604
		3 630 607	**3 260 499**
Cost of sales			
Opening stock		(37 119)	(11 669)
Purchases		(28 847)	(25 450)
Closing stock		65 966	37 119
Cost of sales - Kiosk		(173 103)	(151 067)
		(173 103)	**(151 067)**
Gross profit		**3 457 504**	**3 109 432**
Operating expenses			
Accounting fees		(161 933)	(139 443)
Advertising and marketing		(118 736)	(109 950)
Annual General Meeting		(88 051)	(71 616)
Assets less than R7000		(22 564)	(900)
Bad debts		(160 935)	(20 587)
Bank charges		(5 811)	(7 185)
Computer and Website Expenses		(199 085)	(141 451)
Demarcation - RAF		-	(235 393)
Depreciation, amortisation and impairments		(14 910)	(21 464)
Donations		(30 000)	(2 500)
Employee costs		(1 074 511)	(967 897)
Function Expenses		(596 821)	(286 118)
Golf day expenses		(199 955)	(106 555)
IT Expenses		(9 459)	(8 963)
Insurance		-	(4 161)
Lease rentals on operating lease		(106 200)	(113 554)
Manager Fees		(210 000)	-
Printing and stationery		(101 060)	(129 524)
Provision for bad depts movement		25 704	(51 747)
Repairs and maintenance		(68 335)	(480)
Reviewer Remuneration	8	(19 030)	(17 300)
SARS Penalties and Interest		(30 581)	-
Seminar Expenditure		(116 640)	(128 740)
Staff welfare		(1 011)	-
Telephone and data		(64 427)	(72 219)
Year end function		(10 790)	(4 050)
		(3 385 141)	**(2 641 797)**
Operating profit	7	**72 363**	**467 635**
Investment income		296 598	306 437
Profit for the year		**368 961**	**774 072**

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BURSARY FUND
ANNUAL REPORT 2026
28 SEPTEMBER 2026

During the year under review, the PAA revived its Bursary Fund in furtherance of its objectives to promote legal studies and provide financial assistance to students in need.

A formal Bursary Fund Policy was developed and implemented to provide a clear framework for the administration of the Fund, eligibility requirements and the assessment and allocation of bursaries. The policy is aimed at ensuring a fair and equitable process, while taking into account applicants' financial circumstances, academic performance and potential, as well as the availability of funds.

Exco resolved to allocate **R120 000** to the Fund for the 2027 academic year.

Applications for bursaries for the **2027 academic year** opened on 1 September 2026 and will close on 31 October 2026. Eligible full-time and part-time students pursuing an undergraduate law qualification at a recognised and accredited tertiary institution in Pretoria were invited to apply. The bursaries are intended primarily to assist financially disadvantaged students with tuition fees, with provision for assistance towards prescribed study materials in appropriate circumstances.

Executive Committee: Bhavna Singh (Chairperson); Ndangi Thovhakale (Vice-Chairperson); Millie Shantall-Lurie (Treasurer); Mark Christodoulou (Secretary); Andries Nkome; Conrad van der Vyver; Courtney Singh; Cynthia Du Plessis; Mar-Doreth Grobler; Sarah Suleman; Shikara Balkishun; Carla Botha; Lindie van Schoor; Nicolette de Witt

To date, we have received 14 applications. Many of the applicants have demonstrated a high academic calibre. Applications will be assessed in accordance with the Bursary Fund Policy, and the allocation of assistance will be determined with due regard to financial need, academic merit and the funds available.

The revival of the Bursary Fund represents a meaningful investment in the development of future legal practitioners and reflects the PAA's commitment to supporting legal education and broadening access to the legal profession. We look forward to building on this initiative and growing the Fund as resources permit.



ANDRIES NKOME
PORTFOLIO HEAD: BURSARY FUND

Executive Committee: Bhavna Singh (Chairperson); Ndangi Thovhakale (Vice-Chairperson); Millie Shantall-Lurie (Treasurer); Mark Christodoulou (Secretary); Andries Nkome; Conrad van der Vyver; Courtney Singh; Cynthia Du Plessis; Mar-Doreth Grobler; Sarah Suleman; Shikara Balkishun; Carla Botha; Lindie van Schoor; Nicolette de Witt

PRETORIA ATTORNEYS ASSOCIATION
PRETORIASE PROKUREURSVERENIGING
MOKGATLHO WA BAEMEDI BA PRETORIA

CANDIDATE LEGAL PRACTITIONERS ANNUAL REPORT 2026

A. INTRODUCTION

The Candidate Attorneys Portfolio continued its commitment during 2026 to supporting candidate attorneys throughout their articles of clerkship and assisting them in their transition into the legal profession.

The Portfolio's initiatives during the year focused on providing candidate attorneys with opportunities for professional development, practical guidance, examination preparation and meaningful support as they navigate the demands of their articles and prepare for admission as legal practitioners.

The key initiatives undertaken during the 2026 reporting period included the Annual Candidate Attorneys' Function, the Mandela Day Clothing Drive and the Attorney's Examination Preparation Course.

B. ANNUAL CANDIDATE ATTORNEYS FUNCTION

On 19 February 2026, the PAA successfully hosted its Annual Candidate Attorneys' Function at La Parada, Menlyn Maine.

The event was well attended, with 143 candidate attorneys in attendance. The function provided candidate attorneys with an opportunity to engage with experienced legal practitioners and relevant professional bodies on matters affecting their development and progression within the legal profession.

The programme included presentations and discussions by the following guest speakers:

- Legal Practice Council (LPC) – provided an update on the implementation of the five-paper examination syllabus and the way forward for candidate legal practitioners.

- Di Gibson – addressed the practical realities of surviving and successfully completing articles of clerkship, providing guidance on navigating the challenges faced by candidate attorneys.

- Gawie Le Roux – discussed practical vocational training (PVT), as well as preparation for the legal practitioner examinations.

The function provided a valuable platform for candidate attorneys to obtain practical guidance, engage with industry experts and gain a better understanding of the requirements and expectations associated with their professional development.

C. MANDELA DAY CLOTHING DRIVE

In celebration of Mandela Day, the Candidate Attorney Portfolio undertook a clothing drive aimed at supporting students preparing to enter the workplace.

The initiative focused specifically on the collection of formal and professional attire for students who may not otherwise have access to suitable clothing for interviews and their entry into the professional environment.

D. ATTORNEY'S EXAMINATION PREPARATION COURSE

The PAA, in association with Gawie Le Roux, hosted an Attorney's Examination Preparation Course for candidates preparing to write the legal practitioner examinations in August 2026.

The course was presented from 6 July to 15 July 2026 and was offered to 10 deserving candidate attorneys.

The programme was designed to provide focused and practical support to candidates in preparation for all four examination papers. The course sought to equip candidates with both the substantive knowledge and practical examination skills required to approach the examinations with greater confidence.

The key objectives of the programme were to:

- Assist candidate attorneys in preparing effectively for all four examination papers;

- Provide practical insights and examination techniques;

- Enhance candidates' understanding of key legal principles and procedural requirements; and

- Improve candidates' confidence and readiness for the examinations.

The initiative formed an important part of the PAA's commitment to supporting candidate attorneys beyond the workplace by providing access to structured examination preparation and professional development opportunities.

Courtney Singh
Candidate Legal Practitioners

Executive Committee: Bhavna Singh (Chairperson); Ndangi Thovhakale (Vice-Chairperson); Millie Shantall-Lurie (Treasurer); Mark Christodoulou (Secretary); Andries Nkome; Conrad van der Vyver; Courtney Singh; Cynthia Du Plessis; Mar-Doreth Grobler; Sarah Suleman; Shikara Balkishun; Carla Botha; Lindie van Schoor

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To: The Chairperson and EXCO members

Re: IP and CIPC Committee annual report 2026

From: Sarah Suleman

Date: 1 October 2026

Dear Madam Chair

Intellectual Property

The Intellectual Property sub-committee is now in its seventh year of existence and continues to go from strength-to-strength. The committee has continued to meet and build relationships with Mrs. Fleurette Coetzee (Senior Manager: Trade Marks) as well as Dr. Sheila Mavis Nyatlo (Regional Manager: Patents) and Mrs. Udisha Chathuri (Senior Manager: Patents).

At the outset, the Intellectual Property Committee wishes to express its sincere appreciation to Mrs. Fleurette Coetzee, Dr. Sheila Mavis Nyatlo, and Mrs. Udisha Chathuri for affording the Committee the opportunity to engage with their respective offices.

This committee met with Mrs. Fleurette Coetzee every last Thursday of the month. During these meetings all queries from our members were discussed as well any recent developments in the respective offices. These monthly meeting continues to be extremely constructive and the committee intends continuing with these monthly meetings during the remainder of 2026 and going into 2027. Members are encouraged and invited to forward any IP related comments or queries to the PAA for discussion with Mrs. Coetzee or Dr. Nyatlo and her team.

The Office of the Registrar of Trade Marks is in the process of planning and implementing a number of new functionalities and automation projects.

In addition, Ms Coetzee advised that the Registry intends to introduce an electronic filing system for O1 notices of non-completion, which is scheduled for testing in July 2026. Ms Coetzee further indicated that the Committee's assistance will be required in conducting the online filing tests. At present, an online query system is available through which attorneys and members of the public may submit queries to the Trade Marks Office. However, the rollout of this platform has revealed certain shortcomings that will need to be addressed before any additional online systems can be introduced. Due to unforeseen obstacles this feature has been postponed to 2027.

Looking forward, the trade marks office is investigating and considering the following new functionalities and automation projects for future implementation:

- An Accepto and Ptolomy search function update;
- Online amendment of trade mark;
- A mobile trade mark search and filing application.
- Automatic issuing of notices of non-completion. These notices are the so-called "O1" forms, more commonly known as a Notice of Non-Completion

Further, trade marks office currently employs nine trade mark examiners, with plans underway to increase this complement to a total of eighteen examiners. The above development is particularly encouraging in light of the ongoing backlogs at the Trade Marks Registry. In this context, Ms Coetzee has requested our assistance with the interview process.

The Patent Registry launched the electronic system for receiving patent certificates. The launch was successful and there has not been major obstacles encountered. Some attorneys are viewing the certificate on the system but not downloading it. This results in issues in regenerating the certificate upon the next request. However, the Registry can see when a certificate was requested and viewed but not downloaded. These attorneys have been contacted and corrected. The Registry intends on expanding the service of electronic registration certificates to design registrations in the future.

The Office of the Commissioner of Patents is also in the process of testing various new online functionalities and patent attorneys will be invited to assist with testing before any such functionalities go live.

World IP Day Webinar

The webinar for World IP day on the theme *"IP and Sport: Ready, Set, Innovate"*, was held on 14 May 2026. All of the guest speakers attended as well as some students.

In the course of the webinar, we explored how sportsmen and women can effectively commercialise their intellectual property rights through social media platforms, including the strategic use of trade marks, endorsements, and personal branding to generate revenue streams. We also examined the importance of enforcing these rights, particularly in the digital environment where unauthorised use and infringement can occur rapidly. In this regard, reference was made to various cases that have addressed the protection and enforcement of athletes' IP rights, illustrating how courts have increasingly recognised and upheld the commercial value of personal brands and associated intellectual property in the sports industry.

We also received notable interest from candidate attorneys and legal practitioners who expressed a desire to attend the webinar and engage with the subject matter. This level of interest is encouraging and highlights a growing engagement with intellectual property topics, particularly within niche sectors such as sport. It is a useful consideration for future IP-related webinars, as it indicates a clear appetite for similar content.

CIPC | Companies and Intellectual Property Committee

The 2026 reporting year proved to be particularly challenging for company law practitioners due to the continued enhancement of, and changes to, the various electronic platforms utilised by the Companies and Intellectual Property Commission ("CIPC") and the manner in which stakeholders transact with CIPC.

During the year, CIPC introduced further significant changes to processes previously conducted manually via dedicated email addresses. These channels have largely been deactivated and replaced with fully automated electronic processes. CIPC also continued to enforce annual return submissions, beneficial ownership ("BO") declarations and securities

register filings, while increasingly flagging non-compliant entities. Furthermore, CIPC introduced a Case Management System for the lodging of complaints and implemented the Customer Enquiry Management System ("CEMS") as its primary enquiry and ticketing platform.

External Company Registrations

What changed:
The registration process for external companies has become fully automated.

Continued Enforcement of Beneficial Ownership Filings

What changed:

CIPC continued to enforce the mandatory filing of beneficial ownership information and securities registers.

Consequences:

Entities that fail to comply may be prevented from transacting with CIPC, may be issued with compliance notices and administrative penalties, and ultimately risk deregistration.

The Pretoria Attorneys Association, in conjunction with the Gauteng Attorneys Association and the Law Society of South Africa, actively engaged with CIPC regarding challenges arising from the introduction of these automated systems and platforms. Throughout the year, concerns raised by our members were escalated by myself and my subcommittee representative, Ms Elzaan Rabie, through the Secretariat of the Companies Liaison Committee (“CLC”).

While a number of concerns raised by practitioners have been addressed and resolved, members continue to experience significant technical difficulties with CIPC's systems and platforms. The Association therefore continues to provide support to members on a daily basis and ensures that concerns are escalated to the Secretariat of the CLC, whenever issues remain unresolved.

The CLC held regular meetings during the year to engage with CIPC regarding stakeholder concerns and to address operational and technical challenges experienced by users.

Although CIPC continues to introduce improvements and technological developments, several of these changes have unfortunately compounded existing system-related difficulties. Technical issues affecting the K2 platform remain prevalent and require further attention by the Commission.

CIPC also issued numerous customer notices, practice notes and guidance documents during the course of the 2026 year, all of which were circulated to members where relevant. In addition, I engaged directly with various stakeholders and officials within CIPC to obtain clarification regarding practice notes, policy directives and procedural requirements. Where notices or practice notes appeared unclear, impractical, or inconsistent with the provisions of the Companies Act 71 of 2008, as amended ("Companies Act"), and the Companies Regulations, 2011, those concerns were formally raised with CIPC for consideration and clarification.

Some of the principal challenges experienced by practitioners during 2026, together with notable initiatives introduced by CIPC, are summarised below:

Key Challenges and Issues

1. Director amendment discrepancies.

2. Difficulties in obtaining correct documentation from the Disclosure Section and the receipt of incomplete records.

3. Challenges arising from CIPC's ongoing data migration project, involving the migration of information from legacy databases to Oracle systems. This process has resulted in data inconsistencies, delays and online functionality issues.

4. Queries incorrectly raised by examiners and requests for unnecessary supporting documentation. CIPC has advised that additional staff training initiatives will be implemented to improve the quality and consistency of document examinations.

5. Name reservation challenges arising from information being hosted on different databases, together with the ongoing absence of full special-character functionality envisaged by section 11(1)(a)(i) to (iv) of the Companies Act.

6. Online webinars and stakeholder engagement initiatives aimed at providing assistance and guidance on newly introduced systems and platforms.

7. The introduction of a QR-code-based escalation mechanism for unresolved matters not adequately addressed through the CEMS platform.

8. Password reset and contact detail update difficulties, particularly affecting foreign directors, where OTPs frequently fail to reach international cellphone numbers, necessitating manual reset procedures and resulting in significant delays.

9. Incorrect capturing of identity document particulars on manually registered entities, including private companies and personal liability companies registered with customised Memoranda of Incorporation.

10. Blank information appearing on the reinstatement platform where member or director information is not reflected.

11. Difficulties in reprinting directorship amendment certificates where CoR39 certificates do not appear in the downloads section of e-Services.

12. Challenges relating to the reinstatement platform, including OTP verification requirements and the inability to update profiles while entities are undergoing reinstatement.

13. Reinstatement applications by creditors and interested parties pursuant to Customer Notice 35 of 2025 and the accompanying step-by-step guide issued by CIPC.

14. Difficulties in complying with the ten-business-day BO filing requirement following the incorporation of a new company, particularly where banking facilities have not yet been opened and securities registers cannot be finalised.

15. Delays in correcting manually registered companies and instances where corrective measures remain partially implemented despite approval.

16. Foreign directorship challenges, including:
    - The failure of companies to pull through to foreign directors' profiles; and
    - Ongoing difficulties in updating foreign directors' contact and passport information.

17. Verification of directors for entities with large boards. Entities with more than 50 directors continue to encounter system failures during verification processes, often after only a limited number of directors have been captured.

18. Challenges relating to CIPC's requirements concerning foreign apostilles.

19. Clarification sought regarding section 16(9)(b)(i) of the Companies Act and the interpretation of the ten-business-day period within which amendments to a Memorandum of Incorporation become effective following receipt of the notice of amendment by CIPC.

20. Board changes and BO filings being dependent upon the updating of directors' contact information, notwithstanding that such requirements are not expressly mandated by legislation. This frequently results in delays and unintended non-compliance.

Recommendations Submitted to the Secretariat of the CLC

The following recommendations were submitted to the Secretariat of the CLC for consideration and possible escalation to the Commissioner of CIPC:

• Extension of the prescribed period for beneficial ownership filings following the registration of a new company, particularly where banking facilities have not yet been established.

• Introduction of a "Save" functionality across all e-Services transactions to enable users to save partially completed applications and resume them at a later stage. This functionality would be particularly beneficial in transactions involving multiple directors, including external company registrations and director amendment applications.

The matters highlighted above are by no means exhaustive but rather represent a summary of the principal issues that affected company law practitioners during the reporting period.
I remain committed to serving the interests of company law practitioners and members of the Association through continued engagement with CIPC, the Companies Liaison Committee and other relevant stakeholders to address operational, legislative and procedural concerns impacting practitioners.

I also wish to express my sincere gratitude to my subcommittee representative, Ms Elzaan Rabie, who has assisted in liaising with the Secretariat of the CLC and attending meetings on my behalf where required. Her dedication, professionalism and unwavering commitment throughout the year have contributed significantly to the work undertaken by the committee. I am deeply appreciative of her assistance and support, and her efforts have certainly not gone unnoticed.

I trust that the year ahead will be a smoother and more fruitful one for our members and I know the whole of the PAA exco will continue to serve the best interests of the Association and its members where the profession is concerned.

On a personal note, I wish to thank the chair of the PAA, Mrs. Bhavna Singh, our vice chair, Mr. Ndangi Thovhakale, our treasurer, Mrs. Millie Shantall-Lurie and all my fellow exco members for their continued support and guidance with the CIPC and Intellectual Property Committee.

SSuleman

Sarah Suleman

Portfolio: Intellectual Property and CIPC Committee

PRETORIA ATTORNEYS ASSOCIATION
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PRETORIA ESTATES AND TRUST COMMITTEE CHAIRPERSON'S REPORT 2026

During 2026, the Pretoria Masters Office moved premises and, as a result, could not perform its duties for more than a month, causing numerous delays in matters.

I tried numerous times during the year to set up a Meeting with the Master in Pretoria to establish a monthly meeting and relationship with the Acting Master to ensure an engagement process.

Ms Hlonipha L Moshidi was appointed as the new Acting Master in Pretoria's Master's Office and confirmed her willingness to engage with the Pretoria Attorneys Association. She confirmed that she will be available to arrange a meeting after 2 October 2026.

The Pretoria Attorneys Association also assisted during the Wills Week with placements where needed.

I further attended monthly stakeholders' meetings and represented the Pretoria Attorneys Association, where numerous problems were addressed and discussed.

Several matters remain problematic:

1. **NO UNIFORMITY BY MASTERS ' OFFICES COUNTRYWIDE**

   Requirements set by the different Masters' Offices are not uniform and are still in the process of being addressed and clarified.

2. MASTERS OFFICE INTERNET ACCESS

The Masters' Office in Pretoria's access to the internet remains a major problem.

There were still delays in issuing the required Appointment Letters, responding to emails and/or queries sent by members.

The installation of fiber was also still in progress and not finalised at Pretoria's masters Office.

Yours faithfully.



Lindie van Schoor

Pretoria Estates and Trust Committee.

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To:	Madam Chair and Members of the Executive Committee
Re:	Family Law Portfolio Year-End Report for 2026
Date:	30 September 2026
Meeting:	22 October 2026
Compiled by:	Carla Botha

A. Introduction

1. The Pretoria Attorneys Association (PAA) is a non-profit, voluntary association of legal practitioners, representing the views and interests of its members before the courts, government and professional bodies, and by co-operating with other associations and structures within the legal profession.

2. Within the Executive Committee, each portfolio attends to a particular area of practice on behalf of members. The Family Law Portfolio addresses matters that specifically affect practitioners who work in the field of family law. These include practice and procedure in the Family Court, the Children's Court, the Maintenance Court and the Domestic Violence Court, as well as the practitioner's interaction with the Office of the Family Advocate.

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3. The portfolio serves as a point of contact between members and these institutions, raises practical challenges experienced by members, and seeks workable solutions that will benefit both practitioners and the litigants they represent.

4. The convenor of the Family Law Portfolio, Carla Botha, was co-opted onto the Executive Committee during February 2026, and the portfolio's work therefore commenced part-way through the term.

B. Office of the Family Advocate

5. One of the most frequent practical frustrations raised by practitioners is the number of queries received from the Family Advocate when settlement agreements are submitted for endorsement. These queries delay endorsement and, in turn, the finalisation of divorce matters.

6. The portfolio approached the Office of the Family Advocate with a proposal to meet on behalf of the PAA. The purpose of the meeting would be to obtain a list of the queries most commonly raised on settlement agreements, and to compile a memorandum for circulation to members explaining how each query can be addressed. This should help practitioners avoid unnecessary queries and obtain endorsements more quickly, while also easing some of the pressure on the Family Advocate.

7. Adv. Langeveld-Goosen confirmed that the Office is willing to meet with the portfolio as the PAA's representative. The portfolio has been awaiting confirmation of the availability of the Principal Family Advocate in order for the meeting to be scheduled.

C. Magistrates' Courts

Unopposed divorces without endorsement

8. There is a difference in practice between the High Court and the Magistrates' Court on the allocation of dates for unopposed divorces. In the High Court, a practitioner can obtain a date on the unopposed divorce roll without the Family Advocate's endorsement, and can then address the presiding Judge on the queries raised. In the Magistrates' Court, a date cannot be obtained without an endorsement.

9. The portfolio proposed a meeting with the Senior or Chief Magistrate to seek greater consistency between the two forums. A date for the meeting has not yet been established and we are awaiting feedback.

Staff shortages in the Maintenance Court

10. The Maintenance Court is experiencing a serious staff shortage. Matters are regularly postponed solely because the Maintenance Officers do not have the capacity to attend to their daily rolls. The portfolio has taken this up with the Magistrate’s Court Portfolio who undertook to assist in obtaining a meeting with the Senior or Chief Magistrate.

Variation applications by parties in arrears

11. Maintenance Officers have been refusing to accept applications for variation where the applicant is in arrears, relying on the recent Constitutional Court judgment in SS v VVS. Although practitioners have been told that the Magistrate considers each matter before it is refused, in practice the Maintenance Officers simply turn these applications away.

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12. This aspect remains under consideration and will be further considered upon confirmation that practitioners are in fact still struggling with this aspect.

D. National Centre for Child Protection: Legal Representation of Minor Children

13. In April 2026, the National Centre for Child Protection, contacted the PAA about a concerning trend in the legal representation of minor children.

14. The relevant statutory framework includes section 29(6) and section 55 of the Children's Act 38 of 2005, which provide for the court to appoint a legal practitioner to represent a child, and section 28(1)(h) of the Constitution, which gives every child the right to a legal practitioner assigned by the state, at state expense, in civil proceedings where substantial injustice would otherwise result.

15. The portfolio remains in contact with the National Centre for Child Protection and will advise the Executive Committee should the PAA's assistance be required.

E. Pretoria Family Law Conference

16. The Pretoria Family Law Conference is hosted annually by F van Wyk Attorneys. Its speakers typically include Judges, Senior Counsel, psychologists and social workers, which makes it one of the key events on the calendar for family law practitioners in Pretoria.

17. The conference was very successful, and the organisers thanked the PAA for its contribution. The event provided valuable exposure for the Association among family law practitioners, and the portfolio recommends that the PAA continue its involvement in future years.

F. Other Executive Committee Involvement

18. The portfolio assisted in arranging the PAA's Annual Civil Law Update Seminar, held at the University of Pretoria, in conjunction with the erstwhile convenor of the Events, Sponsorship and Marketing Portfolio.

19. The seminar was a great success, and the feedback received from attendees was overwhelmingly positive. The event was further honoured by the unexpected attendance of ADJP Ledwaba, whose presence was greatly appreciated by the organisers and attendees alike.

G. Conclusion

20. The 2026 term has been a meaningful and productive one for the Family Law Portfolio. Although the portfolio's work commenced part-way through the term, it has laid a strong foundation by building relationships with key role-players, raising the PAA's visibility within the family law community, and bringing the practical challenges faced by members to the attention of the Executive Committee and the relevant institutions.

21. Many of the initiatives undertaken this year are, by their nature, long-term projects that depend on engagement with the courts, the Office of the Family Advocate and other stakeholders, and not all of them could be finalised within the 2026 term. The portfolio nevertheless remains fully committed to prioritising and finalising these initiatives in the coming term, and to continuing to serve as a strong voice for family law practitioners within the PAA.

22. It has been a privilege to serve the members of the PAA through the Family Law Portfolio this year. The portfolio thanks Madam Chair and the members of the Executive Committee for their support and collaboration, and the PAA staff for

their assistance throughout the year. We look forward to building on this work in the interests of our members and the family law practitioners of Pretoria.



Carla Botha

Family Law Portfolio

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HIGH COURT COMMITTEE
ANNUAL REPORT 2026
28 September 2026

1. HIGH COURT COMMITTEE

The High Court Committee continued during the reporting period to serve the interests of members practising in the High Court litigation environment and to engage with the judiciary, court administration and other relevant stakeholders on issues affecting the profession.

The Committee, as reflected during the reporting period, comprised:

1. Bhavna Singh
2. Mark Christodoulou
3. Andries Nkome
4. Conrad van der Vyver
5. Mar-Doreth Grobler
6. Carla Botha
7. Amarentiea Pienaar
8. Jaco Slatter
9. Nicolette de Witt
10. Peta Fernie
11. Manisha Mooloo

The High Court Committee continues to engage with members and relevant stakeholders on an ongoing basis regarding the practical challenges experienced in the Pretoria High Court.

The Committee's work during the reporting period has focused substantially on court administration, allocation of dates, Special Interlocutory Court matters, Special Default Judgment matters, CourtOnline, taxation and other administrative issues affecting the efficient functioning of the Court and the ability of practitioners to properly serve their clients.

The Committee has continued to use the PAA's communication platforms to disseminate information to practitioners and to obtain feedback regarding issues experienced by members in their daily practice.

The Committee remains committed to constructive engagement with the judiciary and court administration, while ensuring that concerns raised by members are properly communicated and followed up.

2. COURT LIAISON AND MEMBER ASSISTANCE

The overarching purpose of the High Court Committee's court liaison function is to assist practitioners practising in the High Court litigation environment by maintaining constructive relationships with the various role players and stakeholders at Court.

The Committee continues to receive and address queries and concerns raised by practitioners relating to court processes, court rolls, allocation of dates, CourtOnline, administrative procedures and the general functioning of the Pretoria High Court.

The Committee's role remains particularly important where recurring problems affect a significant number of practitioners and where engagement with the relevant office or stakeholder is required to obtain clarification or seek an improvement in the process.

2.1. PAA High Court WhatsApp Groups

The PAA's High Court WhatsApp groups continued to serve as an important communication platform for practitioners during the reporting period.

Due to increasing demand from legal practitioners and court officials who were unable to join the existing groups because of capacity limitations, a third High Court WhatsApp group was established during 2026.

As of August 2026, the third group had already grown to approximately 406 members, bringing the total membership across the three groups to approximately 2,456 participants.

The groups provide practitioners with access to information relating to:

- Day rolls;
- Motion rolls;
- Directives;
- Court notices;
- Virtual hearing links;
- Allocation of Judges' courts;
- New case law and legislative developments;
- Industry-related developments;
- Seminars and professional events; and
- Other matters relevant to practitioners practising in the High Court.

Various Judges' secretaries and Registrars also participate in the groups and assist practitioners where possible.

The groups further provide a real-time platform through which practitioners can raise practical issues experienced in Court and obtain information from colleagues and, where possible, relevant court officials.

The Committee continues to monitor and moderate the groups to ensure that they remain useful, professional and compliant with the applicable group rules.

3. SPECIAL INTERLOCUTORY COURT

The delays experienced in the allocation of Special Interlocutory Court ("SIC") dates remained a significant concern during the reporting period.

The Committee continued to engage with the relevant court structures in an effort to obtain clarity regarding the allocation process and to seek practical solutions for practitioners experiencing difficulties.

At the EEC meeting held on 10 March 2026, the PAA submitted a consolidated list of outstanding SIC matters to the then Acting Deputy Judge President, Davis, and Ms Nakedi Mohale.

The Committee also addressed further correspondence to the office of ADJP Collis regarding the outstanding SIC matters.

A productive Teams meeting was subsequently held with ADJP Collis, Ms Nakedi Mohale and representatives from the SIC office.

During the engagement, ADJP Collis undertook to provide formal feedback and to outline a clear process to be followed by legal practitioners when making enquiries or following up on SIC dates.

The issue was also raised at an EEC meeting, where the commitment to address the concerns and provide guidance was reiterated.

The Committee further attended the PEEC meeting via Teams, during which JP Ledwaba addressed the challenges relating to SIC dates.

A further dedicated engagement with Ms Mohale was contemplated in order to address the outstanding issues and obtain comprehensive feedback.

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Following the appointment of the new Acting Deputy Judge President, the Committee continued its engagement.

A further follow-up letter was addressed to the newly appointed ADJP, Neukircher. On 29 July 2026, a response was received from the Office of the ADJP.

The Committee thereafter submitted a reply dated 3 August 2026, following which a further response was received.

4. PROPOSED AMENDMENTS TO THE MANDATORY MEDIATION PROTOCOL

During September 2026, the PAA received further communication from the High Court of South Africa, Gauteng Division, Pretoria, regarding proposed amendments to the Mandatory Mediation Protocol in the Gauteng Division.

The proposed amendments are aimed at addressing the congestion currently experienced in the Special Interlocutory Court ("SIC"), particularly in matters where the only issue requiring the intervention of the SIC is the failure of a party to respond to an initial Rule 41A Notice or an Amplified Rule 41A Notice.

The communication records that the full implementation of the mandatory mediation regime, following the commitment made by the Heads of Court at the Judiciary Conference in July 2022 and the Mandatory Mediation Directive for the Gauteng Division of April 2025, has encountered difficulties, particularly in relation to non-responsiveness to Rule 41A Notices and Amplified Rule 41A Notices.

The proposed amendments are intended to address the resulting congestion in the SIC Court.

According to the communication received, approximately 16,000 matters are at any given time seeking allocation and hearings in the SIC Court.

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The proposal records that approximately 80% of these matters involve applications for simple compelling orders arising from a failure to respond to Rule 41A notices and that these matters require little or no judicial adjudication.

The remaining approximately 20% of matters are identified as matters in which the exercise of judicial discretion or evaluation is required, including matters where the reason for a stated unwillingness to mediate must be considered, the extent of participation in existing mediations must be determined, or other interlocutory issues require adjudication.

The proposed solution is to remove from the SIC Court the matters where the failure to respond to a Rule 41A Notice or Amplified Rule 41A Notice is the only issue requiring intervention.

It is proposed that these matters instead be dealt with through Rule 30A notices, with an aggrieved party being entitled, upon continued non-compliance, to apply directly to the relevant Registrar for allocation to the Default Judgment or Special Default Judgment roll.

The proposed amendments include, amongst other things:

- ✓ The removal of the failure to respond to an initial Rule 41A Notice or Amplified Rule 41A Notice as a matter requiring allocation to the SIC Court;
- ✓ The introduction of a new paragraph 4.9A providing for the delivery of a Rule 30A notice requiring a response within 10 days;
- ✓ Provision for an aggrieved party, after the expiry of the prescribed periods and continued non-compliance, to apply to the relevant Registrar for allocation on the Default Judgment or Special Default Judgment roll;
- ✓ The introduction of a proposed Annexure E setting out the information and supporting documents required for such an application; and
- ✓ An amendment to paragraph 4.7.2 of the Protocol dealing with irregular mediation notices.

The communication further records that, should the proposals be accepted, consultative sessions with the stakeholders who participated in the development of the existing Protocol are contemplated.

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It is also contemplated that transitional provisions will be formulated and implemented should the proposed amendments be approved.

The legal profession was invited to provide comments on the proposed amendments, with comments requested by 2 October 2026.

The High Court Committee has accordingly circulated the proposed amendments to its members and requested practitioners to provide their comments and submissions.

The PAA is currently in the process of receiving, collating and considering the comments received from members.

The Committee is in the process of formulating the PAA's response to the proposed amendments and will ensure that the views and practical concerns raised by members are properly considered before the PAA's response is submitted.

The proposed amendments are particularly relevant in the context of the significant SIC backlog and congestion discussed elsewhere in this report.

The Committee will continue to engage with the relevant stakeholders regarding the proposed changes and will communicate further developments to members once the consultation process has been concluded.

The PAA's position in relation to the proposed amendments will be informed by the comments and practical experience of its members and will be communicated through the appropriate channels. The Committee will continue to monitor the position and engage with the relevant stakeholders as necessary.

5. SPECIAL DEFAULT JUDGMENT COURT

The Committee noted with concern the continued delays in the allocation of Special Default Judgment dates.

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During the reporting period, Special Default Judgment dates were being allocated substantially in advance, with dates extending into 2027.

The position was raised at both EEC and PEEC meetings. At the EEC meeting, Ms Mohale indicated that the backlog was largely attributable to the high volume of matters being enrolled.

It was reported that in excess of 600 SIC matters were being enrolled per week, resulting in approximately 15 to 20 Special Default Judgment matters being enrolled per day.

During the PEEC meeting, JP Ledwaba expressed concern regarding the backlog and shortage of Judges as an aggravating factor.

The issue of the RAF's participation in the mediation process was also raised during the PEEC engagement.

The Committee will continue to monitor the allocation of Special Default Judgment dates and engage with the relevant stakeholders regarding the backlog and the practical impact on practitioners and litigants.

6. COURTONLINE

CourtOnline remains an important component of the administration of litigation in the Pretoria High Court. While various technical issues experienced during the initial implementation of the system have improved, practitioners continued to report new difficulties during the reporting period.

One of the concerns raised related to documents uploaded for approval no longer appearing under the “Documents” tab. This has resulted in confusion amongst practitioners and, in certain instances, duplicate uploading of documents.

The Committee also continued to receive complaints regarding the responsiveness of the CourtOnline helpdesk, particularly in circumstances where increased system usage resulted in delays in obtaining assistance.

Mrs Nakool took the initiative to establish monthly stakeholder meetings to address ongoing CourtOnline issues. Mrs Grobler has attended these meetings on behalf of the PAA and has raised issues reported by practitioners.

The Committee remains optimistic that the ongoing engagement will assist in identifying and resolving outstanding problems. The Committee also received numerous complaints regarding delays in the issuing of new matters on CourtOnline.

Several practitioners reported having to wait up to two weeks for matters to be issued. The Committee addressed these concerns directly with Ms Nakool and awaited further feedback. The issue was also placed on the agenda for discussion at the monthly CourtOnline stakeholder meeting.

The Committee will continue to engage with the relevant stakeholders to ensure that CourtOnline remains functional and that practitioners are able to issue and file matters without unnecessary delays or duplication.

7. TAXATIONS

Taxations continued to be monitored by the Committee during the reporting period. The Committee remains mindful of the significant impact that delays in the allocation of taxation dates have on practitioners and their clients.

The Committee continued to receive feedback from practitioners regarding delays and administrative issues affecting the taxation process.

The Committee has sought to maintain engagement with the relevant stakeholders with the objective of improving the efficiency and accessibility of the taxation process.

The Committee notes that incremental improvements have been observed in certain aspects of the Taxations Office. The Committee will nevertheless continue to monitor the position and raise recurring concerns where necessary.

8. OTHER COURT OFFICES AND GENERAL ADMINISTRATIVE ISSUES

The Committee continued to monitor issues relating to various offices within the Pretoria High Court, including:

- The Motions Office;
- The Court Manager's Office;
- Telephone accessibility;
- General administrative inefficiencies; and
- The allocation and management of court dates.

Although certain incremental improvements have been noted in some departments, various administrative concerns remain ongoing. The Committee continues to raise matters brought to its attention by members and to monitor developments.

Ongoing problems with the High Court telephone system were raised. A new telephone system is awaited and, in the interim, comprehensive testing of the existing lines was requested.

The Committee will continue to monitor the implementation of the new system and the accessibility of the various Court offices.

9. COURT ROLLS AND ALLOCATION OF DATES

The allocation of Court dates and the resulting delays remain a significant concern for practitioners. During the reporting period, approximately 600 SIC matters were reported to be enrolled per week.

Between approximately 60 and 80 Special Default Judgment matters were reported to be enrolled weekly. The Committee also received information regarding the allocation of Special Default

Judgment dates substantially into the future. The Committee raised these concerns through the EEC and PEEC structures.

The Committee was advised that certain Default Judgment dates previously allocated for 2028 and May 2029 were in the process of being moved forward. New applications were, however, still being allocated dates substantially in the future.

Practitioners with matters affected by the existing allocations were advised to attend Court and request earlier dates where appropriate.

The Committee received information regarding the approximate daily allocation of matters as follows:

- 60 Default Judgment matters per day;
- 90 SIC matters per day; and
- 30 Special Default Judgment matters per day.

The Committee will continue to monitor whether these allocations are sufficient to address the backlog.

10. LATE FILING OF NOTICES OF INTENTION TO DEFEND

The issue of the late filing of Notices of Intention to Defend in matters enrolled for Default Judgment was raised during the EEC engagements.

The Committee raised the concern that the condonation of late Notices of Intention to Defend may cause prejudice to claimants, particularly in RAF matters where matters may already have been subject to significant delays.

The concern was noted by the Honourable Acting Deputy Judge President Collis, who indicated that the issue would be engaged with further at judicial level.

The Committee will continue to monitor the issue and communicate developments to members.

11. PROCEDURAL ISSUES AND COURT PRACTICE

11.1 Duty Rosters

A request was made that duty rosters be circulated earlier than the existing practice in order to allow practitioners sufficient time to make the necessary arrangements. The Committee will continue to monitor the circulation of duty rosters and raise concerns where appropriate.

11.2 Dress Code

The Honourable ADJP Collis emphasised the importance of practitioners adhering to the prescribed Court dress code. Practitioners were reminded that compliance with the prescribed dress requirements is important and that practitioners who do not comply may not be seen by the Court.

11.3 Procedural Irregularities

The Committee was informed of concerns regarding firms applying for Special Default Judgment dates before their matters had been heard in the SIC Court.

The practice was identified as unacceptable and practitioners were reminded of the importance of following the prescribed procedure.

The Committee continues to communicate relevant reminders to members through the PAA's communication platforms.

12. ENGAGEMENT WITH THE ROAD ACCIDENT FUND

The ongoing difficulties experienced in matters involving the Road Accident Fund (“RAF”) continue to have a significant impact on High Court litigation.

The issue of the RAF's participation in the mediation process was raised during the PEEC meeting, where concerns were raised regarding the RAF’s participation in the mediation process and cooperation on RAF-related litigation.

The Honourable ADJP Collis requested that a meeting with the RAF and relevant stakeholders be convened.

Following this request the PAA High Court Committee, together with the PAA Road Accident Fund Committee and other associations, participated in a stakeholder meeting with certain members of the interim Board of the Road Accident Fund ("RAF") as well as certain RAF executives.

The meeting was held on 15 September 2026, and various matters affecting practitioners and the administration of RAF matters were raised and discussed at length.

Following the meeting, the PAA communicated with its members confirming that the associations were awaiting formal communication from the RAF. The RAF had undertaken to provide such communication during the week of 21 to 25 September 2026, following which the PAA intended to provide its members with meaningful feedback.

At the date of this report, the PAA High Court Committee remains engaged in this process and awaits the formal communication from the RAF before providing members with further substantive feedback on the matters discussed at the stakeholder meeting.

The Committee considers continued engagement with the RAF and other relevant stakeholders important in addressing systemic issues affecting RAF litigation and in ensuring that the concerns of practitioners and their clients are appropriately raised and considered.

13. EFFICIENCY ENHANCEMENT COMMITTEE

The Efficiency Enhancement Committee ("EEC") remains an important forum through which concerns affecting the efficient functioning of the Court can be raised directly with relevant stakeholders.

The PAA continued to participate in EEC engagements during the reporting period and to advance matters raised by its members.

The Committee's participation in these engagements allows recurring problems experienced by practitioners to be consolidated and raised at an appropriate level rather than being dealt with only on an individual basis.

During the reporting period, matters raised through EEC engagements included:

- SIC date allocation and backlog;
- Special Default Judgment date allocation;
- Late filing of Notices of Intention to Defend;
- Duty roster circulation;
- High Court telephone accessibility;
- CourtOnline functionality;
- Administrative inefficiencies and
- Engagement with the RAF regarding mediation and litigation-related concerns.

The Committee also continued to participate in PEEC engagements, where broader provincial and operational issues affecting the Gauteng High Court Division were considered.

The Committee will continue to use these structures to advance issues affecting members and to promote constructive communication between the profession and the judiciary.

14. PROVINCIAL EFFICIENCY ENHANCEMENT COMMITTEE

The Committee continued to participate in the Provincial Efficiency Enhancement Committee ("PEEC") engagements.

The PEEC meetings provide an opportunity for broader operational and administrative matters affecting the Gauteng Division to be considered.

During the reporting period, discussions included matters concerning interpreters, delays in finalising directives relating to appeal records, CourtOnline and other electronic case management systems, as well as the SIC and Special Default Judgment backlogs.

Various stakeholders provided updates during the meetings and action items were identified in relation to training, system functionality and improved coordination between the judiciary and legal practitioners.

The Committee will continue to participate in these engagements and report relevant developments to the profession.

15. COMMUNICATION WITH MEMBERS

One of the most important functions of the High Court Committee remains the dissemination of accurate and timely information to practitioners.

The PAA's WhatsApp groups have continued to play a significant role in ensuring that practitioners receive information regarding court rolls, directives, virtual hearing links, administrative developments and other relevant information.

The Committee will continue to use these communication platforms to provide updates as soon as information becomes available.

The Committee also encourages practitioners to continue reporting recurring difficulties and administrative problems so that matters affecting the profession can be identified and, where appropriate, raised through the relevant channels.

16. CONCLUSION

The 2026 reporting period has once again demonstrated the importance of effective communication between the profession, the judiciary and court administration.

The High Court Committee has continued to engage with the relevant stakeholders on behalf of PAA members and has sought to ensure that recurring problems experienced by practitioners are brought to the attention of the appropriate offices.

While progress has been made in certain areas, significant challenges remain, particularly in relation to the allocation of SIC and Special Default Judgment dates, CourtOnline functionality, court administration and general delays.

The reporting period also saw important developments regarding the proposed amendments to the Mandatory Mediation Protocol and renewed engagement with the RAF, both of which remain ongoing and will require continued engagement and consultation

The Committee remains committed to constructive engagement and to finding practical solutions to the challenges experienced by practitioners. The Committee will continue to monitor the issues identified in this report and will engage with the relevant stakeholders as further developments arise.

17. VOTE OF THANKS

In closing, we would like to thank the members of the Pretoria Attorneys Association for their continued support and for the valuable feedback provided throughout the reporting period.

We also extend our appreciation to the members of the High Court Committee for their continued commitment, time and effort in assisting practitioners and advancing matters affecting the profession.

A special word of appreciation is extended to the PAA office staff for their assistance in facilitating communication with members and for their continued support of the Committee's work.

We further thank the judiciary, court administration, Registrars, Judges' secretaries and other stakeholders who continue to engage with the profession on the various challenges affecting the efficient administration of justice.

The High Court Committee remains committed to working constructively with all relevant stakeholders in the interests of the profession, the administration of justice and the members of the Pretoria Attorneys Association.

Kindly accept this report accordingly.

Mar-Doreth Grobler
Pretoria Attorneys Association
ExCo Member: High Court
Tel: 079 505 1181
Email: mardoreth@mgalaw.co.za

Executive Committee: Bhavna Singh (Chairperson); Ndangi Thovhakale (Vice-Chairperson); Millie Shantall-Lurie (Treasurer); Mark Christodoulou (Secretary); Andries Nkome; Conrad van der Vyver; Courtney Singh; Cynthia Du Plessis; Mar-Doreth Grobler; Sarah Suleman; Shikara Balkishun; Carla Botha; Lindie van Schoor

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TO: **THE CHAIR AND EXCO MEMBERS**

RE: **MAGISTRATES COURT COMMITTEE ANNUAL REPORT 2026**

FROM: **SHIKARA BALKISHUN**

MAGISTRATES COURT (PRETORIA CENTRAL AND PRETORIA NORTH)

The year commenced with the Court and the legal practitioners facing several challenges relating to the functioning of the Court and services provided thereby.

The challenges faced related mainly related to the lack of capacity to handle the volume of work with which the Courts are tasked. In light of the volume the Court and it's presiding officers must address, the Court has faced challenges in a back log for applications for default judgment, the allocation of hearing dates, the issuing of initiating documents and the delivery of judgments.

There have been other factors which have contributed to the continuity of the abovementioned challenges. Some of the identified factors include the electricity and water interruptions which resulted in the court having to close earlier on certain days and therefore could not function. The resultant effect was that certain administrative matters were unable to be issued or endorsed; and the matters set down for hearing had to be postponed to a further date.

A new taxing master was appointed and many matters which were set down for taxation from the preceding year were postponed and no official reason was provided but a delay in the set down of new matters was cause as a result of the postponement of the older matters to new dates.

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The old taxing master used to assist with the file requests especially those relating to the matters being set down for application for default judgment. Legal practitioners faced challenges in requesting and obtaining the files requested as same could only be submitted on a Tuesday and Thursday. If the files were not found further requests were to be done in order for duplicate files to be opened which resulted in further delays.

There was a meeting held on 30 April 2026 at 13:00 with several attorneys and the Magistrates. The meeting was headed by Magistrate Perel.

The agenda of the meeting was mostly focused on the debt review matters. In summary, the rules and relevant sections of the debt review process were discussed with the Magistrates. The Magistrates advised the practitioners to follow the provisions of the process so as to not have the matters removed for non-compliance or have queries raised which should have been attended to at the initiation of proceedings.

The following had been raised:

- Practitioners: Requested consensus on the procedural requirements and consistency amongst the presiding officers.
- Magistrates: Advised that per the constitution they have to implement judicial independence therefore there is the obligation on each presiding officer to assess the matter. However,
- there are certain documents and requirements as called for in the rules and act which must be adhered to so that the presiding officers can proceed.
- Practitioners: Presiding Officers are challenging the value of the documents submitted where the matter has been fully settled and the banks have not even challenged the documents.
- Magistrates: Referred the practitioners to familiarise themselves with the rules relating to motion proceedings and what the required documents are especially in light of legislation (FICA). They require documents that prove locus especially when it comes to over indebtedness and the impact of other legislation if improper documents are considered. These are measures they take to exercise judicial oversight. Often times there are matters before the Court which are incomplete. Practitioners must still consider the law of evidence, specifically the best evidence rule. Practitioners must have a proper understanding of the requirements of the applications.
- Practitioners: Filing per the Court is 10 days but the Rules provide for filing 5 days before hearing.

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- Magistrates: conceded the point and will look into same as they are not aware of the filing days discrepancies.

I am trying to obtain a meeting with the Magistrates to address some of the administrative concerns as raised by our members as it relates to the internal processes at Court, the clerks responsibilities to the public and practitioners as well as the expected delivery on judgments outstanding.

Throughout the year several emails were received from members of the PAA requesting guidance on how to approach certain matters in respect of procedure and some emails on guidance for administrative matters relating to delays. The emails were responded to as best as could be answered taking into consideration the authority of the PAA to answer same.

Emails were circulated to the members on behalf of the Rules Board requesting for comment to be provided on proposed amendments. No feedback was received.

LAW SOCIETY OF SOUTH AFRICA – YOUTH COMMITTEE (PAA REPRESENTING THE INDEPENDANTS)

For the 2025/2026 term I served on the LSSA Youth Committee as a representative from the independent sector of voluntary associations within the legal fraternity thus acting as a representative from the Pretoria Attorneys Association.

LSSA AGM 2026

The LSSA held their AGM in Cape Town on 9 and 10 April 2026.

The Youth Committee of the LSSA was tasked with organising and chairing one of the panel discussions. The theme of the AGM was *Advocating for Tomorrow: Ethical Practice, Accountability and Societal Confidence,* with the theme of the panel discussion specifically being *Legal Profession: Past and Future.*

As a member of the Youth Committee I was asked to sit as one of the panel speakers amongst other members of the LSSA and GAA. The discussion took the form of understanding the situation of legal practitioners in the past and the current state aiming to bridge the gap between the generations and inspire the practice of generational teaching.

The AGM focused on concerns in the legal fraternity and how legal practitioners of every generation should take on the responsibility to ensure that the integrity of the profession are upheld and that the interests of its members are addressed.

LSSA YOUNG LAWYERS CONFERENCE

The LSSA Youth Committee hosted its third Young Lawyers conference on 18 July 2026 in Durban at the Elangeni hotel.

Many guest speakers were invited to participate including our own Deputy Chair, Ndangi Thovhakale. The theme of the event was *Law, Technology, Leadership and Legacy: Positioning Young Lawyers in the New Dispensation*.

There were several panel discussions planned for the day. There was an increase in the turn out from the previous year. The keynote speaker was Advocate Muzi Sikhakane (SC).

There were some challenges faced regarding the time for the entire programme as some panel discussions went over the allocated time. This resulted in the postponement of two items of the programme.

The committee hosted the two postponed sections of the conference in the form of webinars.

The first panel was hosted on 9 September 2026 at 18:00 via MS Teams.

The panellists included Advocate Maponya, Jeff Moremi, Zincedile Tiya, and Mabu Mareshwa. The discussion was centred around the discussion of Beyond Transformation. The topic of engagement followed the theme as briefly included below:

Transformation is necessary but we are now seeking to go beyond the question being representation but looking to purpose, excellence, ethics, sustainability and the role of young legal practitioners.

To dive in deeper, we can split the topic into three segments.

1. BEYOND TRANSFORMATION
    - Are we producing ethical practitioners;
    - Are we producing competent practitioners;
    - Are we maintaining public confidence in the profession
    - We know from history that there was need to bring opportunity to the previously disadvantaged groups, however, now we need to go beyond this and look at “what comes next?”
    - We are achieving transformation in getting the people the opportunity, however, we now need to look to empowering them with the necessary skills and knowledge.
    - The above can help us understand where we have come from and what the shortcomings are.

2. THE MODERN PRACTITIONER’S CHALLENGE
    - Focused on problem area identification to in turn spark the problem solving process
    - Economic pressures – struggle to find articles
    - Burnout
    - Technology – young lawyers not only compete with one another but also with AI research tools, automated drafted, online legal services. The value of a human lawyer = judgment; ethics; empathy; strategic thinking
    - Public trust
    - Mental health

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- There are many young practitioners that leave private practice and opt for corporate opportunities.

3. HOW TO INSTILL PURPOSE AND PASSION
    - Mentorship should be the frontier of transformation
    - Young practitioners are leaving the fraternity because they lack guidance. We need to support young practitioners by providing more guidance rather than just serving as a figure. The need to impart knowledge.
    - Ethics in transformation – plays to the integrity of the profession
    - Technological developments – should enhance and not replace lawyers
    - The above segment looks to proposing solutions to the problems we face taking into consideration the background we have come from and the future we are heading towards.

The second session from the panel took place on 16 September 2026 at 18:00 via MS Teams.

Azhar Aziz-Ismail presented his section from the conference being *Law in the Era of AI.* Azhar led an enlightening presentation on the impact of artificial intelligence within the legal fraternity and providing insight into how AI could be used as an assistive tool to legal practitioners.

I wish to express my sincere gratitude to my fellow executive committee members for their support and encouragement through the year. I am honoured to serve as a member beside each of them.

Sincerely,
Shikara Balkishun

Executive Committee: Bhavna Singh (Chairperson); Carlo Swarts (Vice-Chairperson); Millie Shantall-Lurie (Treasurer); Mark Christodoulou (Secretary); Andries Nkome; Conrad van der Vyver; Courtney Singh; Cynthia Du Plessis; Kazumi Sebonka; Mar-Doreth Grobler; Ndangi Thovhakale; Sarah Suleman; Shikara Balkishun; Tiaan Joubert

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PRETORIA PROPERTY LAW COMMITTEE CHAIRPERSON`S REPORT 2026

2026 was challenging, not only for conveyancers and the conveyancing fraternity but also for the Pretoria Property Law Committee (hereinafter referred to as "the Committee").

The Committee met monthly as a sub-committee; however, the general meetings with the Management of the North Gauteng Deeds were not afforded for the period of February 2026 to July 2026.

The new Registrars of Deeds for the North Gauteng Deeds Office, Mr. Sheldon Damons, was appointed effective from 1 August 2026, and he scheduled a meeting to discuss the way forward for the office and to address the concerns of the committee on behalf of the fraternity.

Ad-hoc meetings were also arranged as and when necessary, with, *inter alia*, City of Tshwane Rates Department.

We are still confronted with several contentious matters:

1. Electronic Deeds Registration (also known as EDRS)

The Electronic Deeds Registration Systems Act 19/2009, read with the Deeds Registries Act 47/1937, allows for the office of the Chief Registrar of Deeds, in collaboration with various other departments and role-players, to further develop and implement electronic deeds registration as a matter of the highest priority, and good progress was made. Various roadshows and information sessions were held, promulgating the envisaged implementation date to be April 2025.

The pilot program for testing the electronic system was also initiated specifically for the system to be implemented during the second half of 2025 (specifically September 2025).

The development is ongoing, but is unlikely to be implemented as planned, as the department parted ways with its IT specialists. A new service provider must be appointed to complete the process.

2. Re-alignment of boundaries and deeds office jurisdictions

The re-alignment of the South Gauteng and North Gauteng Deeds Office boundaries has, once again, stirred up uncertainty among, especially, the Pretoria Conveyancers.

The chairperson of the committee has requested the Registrar of Deeds of the North Gauteng Deeds Office to inform conveyancers of the progress on the implementation, but no communication has been issued.

The presence of the Pretoria Property Law Committee and constant interaction with our members, the deeds office, local authority, Chief Registrar of Deeds, is a contributing factor to, not only the Pretoria Deeds Office being the most effective and productive Deeds Office nationally, but also to the effective, constructive and relatively seamless day-to-day conveyancing in general.

The efforts and time devoted by the Pretoria Property Law Committee members are noteworthy and therefor necessitate a special word of thanks.

Yours faithfully.

Cynthia du Plessis

C DU PLESSIS
Chairperson, Pretoria Property Law Committee.

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29 SEPTEMBER 2026

To: The Chairperson, EXCO members and members of the PAA

Re: RAF Committee year-end report for 2026 for the Annual General Meeting

From: Conrad van der Vyver (RAF Litigation Executive Committee Member)

1. INTRODUCTION

1.1. The RAF Committee (convenor Conrad van der Vyver) focuses on matters relating specifically to the Road Accident Fund ("the RAF").

1.2. This is the Committee's year-end report for the period since the 2025 Annual General Meeting. It consolidates the monthly reports to EXCO dated the 20th of January 2026, the 16th of February 2026, the 22nd of April 2026 and the 27th of July 2026, the memorandum to members following the meeting with the RAF on the 15th of September 2026, and all annexures to those reports.

1.3. The annexures referred to in the monthly reports have been re-indexed in a single sequence for purposes of this report. An index appears at the end of this report and the annexures are bound in a separate bundle.

2. THE YEAR IN SUMMARY

2.1. The Supreme Court of Appeal found against the RAF on the very issues that have caused our members and their clients the greatest prejudice, while the RAF's non-payment of court orders remains the single most pressing problem facing the profession. The main developments of the year were the following:

2.1.1. The RAF's urgent application to extend its moratorium on writs of execution was struck from the roll on the 2nd of September 2025 with costs on the attorney and own client scale. The RAF later purported to withdraw the main application, which the PAA contends it could not do unilaterally.

2.1.2. The Supreme Court of Appeal dismissed the RAF's appeals on three fronts: the exclusion of foreign claimants, Board Notice 271 of 2022 and the revised RAF 1 form (a matter in which the PAA was amicus curiae), and post-judgment interest, which the Court confirmed runs ex lege.

2.1.3. PIPLA lost its challenge to the mandatory mediation directive, which was dismissed as a nullity for want of the Chief Justice's prior consent. The Court did not decide the validity of the directive, which was not set aside and remains in operation.

2.1.4. On data collated from member firms and placed before Court in July 2026, 5 902 payments to the value of R3 457 893 172.04, overdue for more than 90 days, had not been captured on the RAF's Requested Not Yet Paid ("RNYP") list, and a further 4 549 payments to the value of R2 519 783 687.29 on the RNYP list had remained unpaid for more than 90 days.

3. THE RAF'S APPLICATION TO EXTEND THE PAYMENT MORATORIUM (CASE NUMBER 2025-142824)

3.1. The six month moratorium on writs of execution and warrants of attachment granted by Hassim J on the 21st of February 2025 under case number 134420/2023 lapsed by effluxion of time in August 2025, as reported in the 2025 year-end report.

3.2. On the 20th of August 2025 the RAF issued and served an urgent application to extend the moratorium. The PAA, cited as the 10th Respondent, opposed the application. On the 2nd of September 2025 Nyathi J struck the application from the roll for lack of urgency and ordered the RAF to pay the costs of the opposing respondents on the attorney and own client scale.

3.3. On the 16th of January 2026 Minnaar AJ granted leave to further judgment creditors, whose judgments were older than 180 days or did not appear on the RNYP list, to intervene as respondents. Counter-applications had already been brought in 2025 by the 15th to 201st Respondents and the 213th Respondent. On the 13th of February 2026 the 216th to 588th Respondents brought a further counter-application, in which they sought orders that all matters older than 180 days, including capital, costs and interest,

be paid from the next fuel levy received by the RAF, that matters not on the RNYP list be loaded within 10 days, and leave to re-enrol the matter for contempt in the event of non-compliance.

3.4. Members asked whether the PAA could seek similar relief on their behalf, including an order directing the Acting Chief Executive Officer to ensure compliance with court orders. The Committee obtained a joint opinion from Adv BP Geach SC and Adv JC van Eeden dated the 16th of April 2026, attached as **Annexure "A"**, together with counsel's proposed letter to members, attached as **Annexure "B"**.

3.5. Counsel's advice, in short, is the following:

3.5.1. The PAA has locus standi as a voluntary association with independent legal capacity. The RAF itself cited the PAA in those terms and the PAA admitted the citation. Counsel further concluded that the PAA has a sufficient interest to become involved in the proceedings and to seek relief on behalf of its members.

3.5.2. The PAA represents its members, being attorneys, and not their clients. It is the clients who are the RAF's judgment creditors. The PAA can therefore at most ask that its member attorneys be paid, and not that individual members' clients be paid.

3.5.3. Joining the Acting Chief Executive Officer for purposes of a mandamus would require a formal joinder application and could not be done by notice under Rule 15.

3.5.4. Despite its locus standi, the PAA should not take on itself the risk of seeking relief in its own name on behalf of its members, whether by a counter-application (with condonation for its late filing) or by a new, separate application. It is preferable, and legally correct, for members to seek such relief on behalf of their clients, who are the RAF's judgment creditors, with reference to *Newnet Properties (Pty) Ltd t/a Sunshine Hospital and Another v Road Accident Fund* (1150/2023) [2025] ZASCA 19 (14 March 2025), which counsel cites as 2025 JDR 1173 (SCA). The PAA should nevertheless stand ready to assist members who follow this route, and even to argue on their behalf.

3.6. Counsel's proposed letter to members also refers members to *Newnet Property (Pty) Ltd t/a Sunshine Hospital v Road Accident Fund and Another* (932/2024) [2026] ZASCA 35 (24 March 2026), in which the Supreme Court of Appeal ordered the RAF to pay the

judgments in question and to provide updated RNYP lists, and directed the Acting Chief Executive Officer to ensure that the RAF complies.

3.7. Members who intend to approach the Court on this basis are invited to contact the PAA.

3.8. By notice dated the 16th of June 2026 the RAF set the matter, including the main application, down for hearing on the 21st of August 2026. On the 25th of June 2026 the RAF served an answering affidavit to the counter-applications deposed to by its new Acting Chief Executive Officer, Mr Radikwena Phora, and on the same day filed a notice withdrawing the main application.

3.9. EXCO approved the retention of Ms N de Witt of Nicolette de Witt Attorneys Inc to act for the PAA. The PAA's replying affidavit, deposed to by Ms de Witt on the 21st of July 2026, is attached as **Annexure "C"**. Consistent with counsel's advice, the PAA brought no counter-application. The RAF's answering affidavit nevertheless dealt with the PAA directly, and the PAA was obliged to answer it. The relief sought in the PAA's affidavit is directed at the RAF's compliance with existing court orders obtained by member firms. The PAA's position is, in summary, the following:

3.9.1. The withdrawal of the main application, done unilaterally after the matter had been set down and without the consent required by Rule 41(1)(a), is ineffectual.

3.9.2. The RAF's continued reliance on the order of Hassim J is untenable, because that order expired six months after it was granted. Refusing to honour court orders on the strength of an expired order amounts to contempt and a denial of judgment creditors' constitutional rights.

3.9.3. On the RAF's own version it has a monthly surplus of hundreds of millions of Rand, which contradicts its assertion that its entire fuel levy income is committed to the payment of claims.

3.9.4. On data provided by 55 PAA member firms, 5 902 payments to the value of R3 457 893 172.04 in respect of court orders, taxations, settlements and interest overdue for more than 90 days have not been captured on the RNYP list. On data provided by 50 member firms, 4 549 payments to the value of R2 519 783 687.29 on the RAF's own RNYP lists remain unpaid after more than 90 days. These figures represent only a sample of the matters handled by member firms.

3.10. The PAA seeks condonation for the late filing of its replying affidavit, the dismissal of the application with costs on the attorney and client scale (alternatively Scale C),

including the costs of two counsel, and orders directing the RAF, within 30 days, to load the matters listed in the PAA's schedules onto its RNYP list and to pay the matters already on the list, or alternatively to identify with particularity any alleged non-compliance in each matter.

3.11. The matter was enrolled for hearing on the 21st of August 2026. The Committee will report to members on the outcome.

4. ENGAGEMENT WITH THE RAF INTERIM BOARD ON OUTSTANDING PAYMENTS

4.1. Following the striking of the RAF's urgent application, the Interim Board appointed by the Minister of Transport on the 8th of August 2025 and chaired by Mr Kenneth Brown called an urgent meeting with various associations, which was held on the 5th of September 2025. The Committee again presented the crisis memorandum it first submitted in 2023.

4.2. Ms N de Witt, previous convenor of the PAA High Court Committee, submitted a list of members' outstanding payments to assist members in recovering outstanding capital, costs and interest.

4.3. Ms de Witt and the writer were invited to a meeting with key role players of the RAF on the 8th of December 2025. The issues experienced by members and the payment of the matters on the list were discussed. The RAF conveyed its ongoing reform and undertook to provide full feedback on the payment of outstanding matters.

4.4. A follow-up meeting scheduled for the 29th of January 2026 was postponed to the 9th of February 2026. The RAF gave brief feedback on the matters it was attending to and indicated that it was awaiting decisions of the Supreme Court of Appeal on past medical expenses covered by medical aid schemes, foreign claimants and Board Notice 271. The Supreme Court of Appeal has since decided the foreign claimant and Board Notice 271 issues against the RAF, as set out in paragraph 6 below.

4.5. On the 15th of September 2026 the RAF Committee, the High Court Committee and other associations met with members of the Interim Board and executives of the RAF. The RAF undertook to provide a formal written communication during the week of the 21st to the 25th of September 2026. The memorandum to members is attached as **Annexure "D"**. The Committee will report to members on the contents of the RAF's communication.

5. **PIPLA APPLICATION: MANDATORY MEDIATION DIRECTIVE (CASE NUMBER 2025-0881450)**

5.1. On the 22nd of April 2025 the Judge President introduced a directive, with an accompanying protocol, requiring parties to mediate and to file a mediator's report before a civil trial may be enrolled in the Gauteng Division. The directive applies to RAF matters.

5.2. The Personal Injury Plaintiff Lawyers Association ("PIPLA") and five individual applicants challenged the validity of the directive in an application delivered on the 30th of May 2025. The Gauteng Attorneys Association ("the GAA") was cited as the 5th Respondent and the Law Society of South Africa later joined as the 7th Applicant. The writer, together with Mr Ndangi Thovhakale and counsel, attended the case management meetings and the hearing. In early September 2025 the First to Fourth Respondents, including the RAF, delivered notices raising the applicants' alleged non-compliance with section 47(1) of the Superior Courts Act 10 of 2013 and consequently did not file answering affidavits.

5.3. The GAA's heads of argument, settled by Adv SJ Myburgh SC, Adv JC van Eeden and Adv T Mabuya, are attached as **Annexure "E"**. The GAA's position was that the mediation protocol is ultra vires and falls foul of the principle of legality. The applicants' supplementary replying affidavit of Mr Justin Erasmus and the confirmatory affidavit of Ms P Singh, filed by De Broglio Attorneys Inc under filing sheets dated the 24th of November 2025, are attached as **Annexures "F1" and "F2"**.

5.4. The application was heard on the 11th and 12th of June 2026 by a full court (Molahlehi JP, Mashile and Nkutha-Nkontwana JJ). Judgment was delivered on the 23rd of July 2026 under the neutral citation [2026] ZAGPPHC 783 and is attached as **Annexure "G"**.

5.5. The Court upheld the point in limine that the applicants had failed to obtain the consent of the Chief Justice required by section 47(1) before citing the Judge President. The applicants approached the Chief Justice only on the 2nd of June 2025, after the application had been launched, and on the 4th of June 2025 the Chief Justice replied that consent was not necessary in the circumstances. The Court held that consent is a jurisdictional prerequisite that must be obtained before proceedings are instituted, that the Chief Justice's reply could not cure the defect, that the defect cannot be cured by condonation or by a later request for consent, and that the proceedings were a nullity from inception. The application was dismissed and the applicants were ordered, jointly

and severally, to pay the respondents' costs, including the costs of two counsel where so employed.

5.6. Because the application failed on this preliminary point, the Court did not decide the validity of the directive. The directive, as revised on the 9th of June 2025 to introduce transitional measures for matters with existing trial dates, was not set aside and therefore remains in operation, and members must continue to comply with the mediation requirements before trial dates are allocated.

5.7. PIPLA and the Law Society of South Africa have since applied for leave to appeal to the Supreme Court of Appeal, contending that section 47(1) is directed at proceedings arising from the exercise of judicial authority and not at challenges to administrative measures by the heads of court. No date has yet been set for the hearing of that application.

6. SUPREME COURT OF APPEAL JUDGMENTS

6.1. **Foreign claimants.** In *The Road Accident Fund v Mudawo and Others* (Case no: 1185/2024) and *The Road Accident Fund v Lyton and Others* (Case no: 1468/2024) [2026] ZASCA 54 (16 April 2026), attached as **Annexure "H"**, the appeals were heard virtually on the 16th of February 2026 by Schippers, Mbatha and Hughes JJA and Basson and Kganyago AJJA. The RAF contended that "any person" in section 17(1) of the Road Accident Fund Act 56 of 1996 includes only South African citizens and foreigners who can prove that they were lawfully in the country at the time of the accident. The Court held that:

6.1.1. on a proper construction of section 17(1), the RAF's obligation to compensate "any person" does not exclude illegal foreigners, and investigating claims lodged by them does not amount to aiding and abetting a contravention of the Immigration Act;

6.1.2. the RAF failed to make out a case for the suspension of the orders and the stay of the warrants of execution in the second appeal, neither the RAF's directive nor the claim form operates retrospectively, and the RAF is bound by the settlement agreements and the orders made pursuant to them; and

6.1.3. both appeals are dismissed with costs, including the costs of two counsel.

6.2. The RAF has since applied to the Constitutional Court for leave to appeal, and the outcome is awaited.

6.3. **Board Notice 271 and the RAF 1 form.** In *Road Accident Fund and Others v Legal Practitioners' Indemnity Insurance Fund, NPC and Others* (1106/2024 and 1479/2024) [2026] ZASCA 63 (30 April 2026), attached as **Annexure "I"**, the PAA was amicus curiae. The appeal was heard virtually on the 17th of February 2026 by Nicholls, Matojane and Keightley JJA and Mamosebo and Norman AJJA, and the writer attended the hearing. The Court held that:

6.3.1. the Minister exercised public power under section 26 of the Act when prescribing the RAF 1 form, and because the form directly affects the rights of claimants and prescription periods, its prescription constitutes administrative action reviewable under the Promotion of Administrative Justice Act 3 of 2000;

6.3.2. the Minister failed to follow the public participation procedure required by section 4(1) of that Act, as neither a notice and comment procedure nor a public inquiry was followed, and there was no evidence that the Minister considered whether the changes were necessary or expedient to promote the objects of the Act; and

6.3.3. because Board Notice 271 depended on the Minister's regulation for its legal effect, setting aside the Minister's decision rendered Board Notice 271 invalid as well.

6.4. The appeal was dismissed with costs, including the costs of two counsel where so employed. The full court's remedial orders stand: the 2008 RAF 1 form remains the prescribed form until the Minister prescribes an amendment under section 26, and claimants whose lodgement under Board Notice 271 or the revised form was declined or not acknowledged by the RAF may resubmit their claims on the 2008 RAF 1 form. The Supreme Court of Appeal extended the date for resubmission to the 30th of September 2026. Claimants who secure lodgement in this way enjoy the benefits of lodgement from the date on which lodgement was originally sought. Members with affected claims must note that this period expires on the 30th of September 2026.

6.5. **Post-judgment interest.** In *Road Accident Fund v Sheriff of the High Court, Pretoria East and Others* and *Road Accident Fund v Stoffels and Another* (268/2025 and 1182/2024) [2026] ZASCA 37 (24 March 2026), attached as **Annexure "J"**, Matojane and Keightley JJA and Mabesele AJA held that:

6.5.1. post-judgment interest on RAF awards runs ex lege under section 2(1) of the Prescribed Rate of Interest Act 55 of 1975, read with section 17(3)(a) of the Road Accident Fund Act, from 14 days after the date of the court order, at the

prescribed rate in force when interest begins to run, and an order that is silent on interest is not a determination that no interest is payable;

6.5.2. interest on costs orders follows the same regime and runs from 14 days after the taxing master's allocatur, or from 14 days after costs were settled by agreement; and

6.5.3. a writ of execution for post-judgment interest need not be accompanied by an affidavit quantifying the interest, because the calculation follows from the order and the statute.

6.6. Both appeals were dismissed. In the Sheriff matter the RAF was ordered to pay, on the party and party scale, the costs of the respondents who filed heads of argument, and in the Stoffels matter the respondents' costs on Scale C, in each case including the costs of two counsel where so employed. The Court declined to award attorney and own client costs.

7. MATTERS CARRIED FORWARD

7.1. The Committee will continue to report on the following:

7.1.1. the determination of the PAA's opposition to the RAF's application under case number 2025-142824 and of the relief sought in the PAA's replying affidavit;

7.1.2. the RAF's application to the Constitutional Court for leave to appeal the foreign claimant judgment;

7.1.3. the application by PIPLA and the Law Society of South Africa for leave to appeal the PIPLA judgment;

7.1.4. the formal communication undertaken by the RAF following the meeting of the 15th of September 2026, and the payment of the outstanding matters submitted on behalf of members; and

7.1.5. the Minister's publication of a revised RAF 1 form in compliance with the requirements of the Promotion of Administrative Justice Act.

7.2. The Committee thanks Ms N de Witt, Mr Ndangi Thovhakale, counsel who assisted the PAA and the GAA during the year, and the member firms who provided the data placed before Court on behalf of the profession.

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INDEX TO ANNEXURES

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A	Joint opinion of Adv BP Geach SC and Adv JC van Eeden on the PAA's locus standi (case number 2025-142824) (in Afrikaans)	16 April 2026	April 2026
B	Counsel's proposed letter to members on locus standi and enforcement against the RAF (annexed to the opinion)	Undated	April 2026
C	PAA (10th Respondent) replying affidavit of Ms N de Witt (case number 2025-142824)	21 July 2026	July 2026
D	Memorandum to members: meeting between the associations and the RAF on 15 September 2026	September 2026	Not previously reported
E	Heads of argument of the GAA (5th Respondent) in the PIPLA application	October 2025	January 2026
F1	Filing sheet and supplementary replying affidavit of Mr J Erasmus (applicants, filed by De Broglio Attorneys Inc)	24 November 2025	January 2026
F2	Filing sheet and confirmatory affidavit of Ms P Singh (applicants, filed by De Broglio Attorneys Inc)	24 November 2025	January 2026
G	Judgment: Personal Injury Plaintiff Lawyers Association and Others v Judge President of the Gauteng Division of the High Court and Others [2026] ZAGPPHC 783	23 July 2026	July 2026
H	Judgment: The Road Accident Fund v Mudawo and Others; The Road Accident Fund v Lyton and Others [2026] ZASCA 54	16 April 2026	April 2026
I	Judgment: Road Accident Fund and Others v Legal Practitioners' Indemnity Insurance Fund, NPC and Others [2026] ZASCA 63	30 April 2026	July 2026
J	Judgment: Road Accident Fund v Sheriff of the High Court, Pretoria East and Others; Road Accident Fund v Stoffels and Another [2026] ZASCA 37	24 March 2026	April 2026

The monthly report column refers to the EXCO report in which the document was first reported. The April 2026 report is the report dated the 22nd of April 2026 for the EXCO meeting of the 23rd of April 2026.

ADVIES: RAF vs LPC AND ANDERE (142824/2025)

1.

Hierdie dringende aansoek deur die Fonds om die verlenging vir 180 dae van par [65] tot [79] asook aanhangsel 'X' van die uitspraak wat deur Hassim R onder saaknommer 134420/2023 uiteindelik op 8 April 2025 gefinaliseer is[1] (en wat intussen uitgeloop het) is weens 'n gebrek aan dringendheid op 2 September 2025 deur Nyathi R van die rol geskrap.[2] Die aansoek is nog nie weer terrolle geplaas nie. Dit het 'n stille dood gesterf.

2.

Ietwat onverwags op 16 Januarie 2026 het MInnaar WR verlof om tussenbeide te tree aan sekere bykomende vonnisskuldeisers toegestaan (a) wie se vonnisse reeds ouer is as 180 dae (aanhangsel A) en (b) wat nie op die RNYP-lys voorkom nie (aanhangsel B). Sodanige verlof is aan hulle verleen om as respondente toe te tree met die reg om skriftelike en/of mondelinge submissies te maak ter opponering van die regshulp deur die Fonds aangevra.[3] Sulke tussenbeitredende vonnisskuldeisers is ook 20 dae gegun om 'n beantwoordende eedsverklaring te liasseer (waarop die normale tyderk vir die liassering van 'n repliserende eedsverklaring sal geld).[4] Hulle het diè vergunning egter oënskynlik nooit benut nie.

3.

Die volgende teenaansoeke is in hierdie verrigtinge ingestel deur:

3.1 Die 15de en 201ste Respondente,[5] om die volgende regshulp: (a) Dat die Fonds belet word om by geregtelike verkopings wat diè Respondente se vonnisse betref op sy eie opgeveilde goed te bie;[6] (b) Dat die Fonds se nakoming aan sy aangebvraagde moratorium deur 'n Regter gemonitor moet word;[7] (c) Dat alle

[1] Kennisgewing van Mosie par 2.1 Case Lines 001-4
[2] Hofbevel 2/9/2025 par 1 Case Lines 00-2
[3] Hofbevel 16/1/2026 par 1 Case Lines 00-6, wat in ooreenstemming is met par D.8 van L J Botha se funderende eedsverklating Case Lines 019-12
[4] Hofbevel 16/1/2026 par 2 Case Lines 00-7
[5] Kennisgewing van Teenaansoek Case Lines 010-1/10
[6] Kennisgewing van Teenaansoek par 1 Case Lines 010-4
[7] Kennisgewing van Teenaansoek par 2 Case Lines 010-4

vonnisse wat ouer is as 180 dae uit die eersopvolgende brandstofheffing betaal moet word;[8] (d) Dat all vonnisse wat nie op die RNYP-lys voorkom nie, binne 10 dae daarop geplaas moet word.[9]

3.2 Die 213de Respondent:[10] om dieselfde regshulp as wat deur die eersgenoemde 15de en 201ste Respondente aangevra is.[11]

3.3 Die 216de tot 588ste Respondente:[12] om dieslfde regshulp as wat die 15de en 201ste Respondente aanvra[13] wat vonnisse ouer as 180 dae aanbetref asook met betrekking tot die plasing van vonnisse op die RNYP-lys;[14] met toestemming om hul stukke aan te vul met die oog op 'n minagtingsbevel by versuim deur die Fonds om daaraan te voldoen[15] en daarby ook dat 'n bevel wat die Fonds se Prokureur gelas om sodanige Hofbevel onder die aandag van die permanente of waarnemende Hoof Uitvoerende Beampte van die Fonds te bring.[16]

4.

Die Fonds het geensins op die meriete van enige van bovermelde teenaansoeke in sy repliserende eedsverklaring geantwoord nie.[17] Sy reaksie daarop[18] is tot 'n gebrek aan dringendheid[19] en gebreke in prosedure[20] beperk.[21]

Dit moet egter gekonstateer word dat die teenaansoek van die 216de tot die 588ste Respondente eers op 13 Februarie 2026 ingestel is,[22] baie lank na die aflewering op

[8] Kennisgewing van Teenaansoek par 3 Case Lines 010-4
[9] Kennisgewing van Teenaansoek par 4 Case Lines 010-5
[10] Kennisgewing van Teenaansoek Case Lines 012-79/86
[11] Soos in par 3.1 hierbo uiteengesit word
[12] Kennisgewing van Teenaansoek Case Lines 019A-1/7
[13] Kennisgewing van Teenaansoek par 1 en 2 Case Lines 019A-3
[14] Soos in par 3.1(c) en 3.1(d) hierbo vervat, onderskeidelik
[15] Kennisgewing van Teenaansoek par 4 Case Lines 019A-3
[16] Kennisgewing van Teenaansoek par 3 Case Lines 019A-3
[17] Dit dien vermeld te word dat die teenaansoek van die 216de tot 588ste Respondente eers op 13 Februarie 2026 ingestel is (Case Lines 019A-82/3), baie lank na die aflewering op 28 Augustus 2025 van die Fonds se Repliserende Eedsverklaring (Case Lines 28 Augustus 2025) selfs na die skrappingsbevel van 2 September 2025 (sien par 1 hierbo) en sonder enige gepaardgaande aansoek om kondonasie (vgl par 13 Case Lines 14A-8 waaarin die Fonds 'n soortgelyke beswaar teen die laat-liassering van stukke deur die 212de en 214de Respondente geopper het).
[18] Repliserende Eedsverklaring par 16.11 Case Lines 14A-9
[19] Ofskoon sodanige teenaansoeke nie een as 'n saak van dringendheid ingestel is nie
[20] Synde nie-nakoming aan Reël 6(5)(b) gelees met Reël 6(7)(b) (Law Society v Bobroff [2015] 4 All SA 347)
[21] Repliserende Eedsverklaring par 75-77 Case Lines 014A-22/3
[22] Case Lines 019A-82/3

28 Augustus 2025 van die Fonds se Repliserende Eedsverklaring,[23] selfs na die skrappingsbevel van 2 September 2025,[24] en sonder enige gepaardgaande aansoek om kondonasie (vgl Repliserende Eedsverklaring par 13 Case Lines 14A-8 waaarin die Fonds 'n soortgelyke beswaar teen die laat-liassering van stukke deur die 212de en 214de Respondente geopper het).

5.

Met verwysing na die teenaansoek deur die 216de tot 588ste Respondente,[25] verlang die Pretoriase Prokureursvereniging ('PAA')[26] 'n *pro amico* opinie oor diè teenaansoek en meer bepaald oor die volgende kwelvrae:

5.1 Het die PAA *locus standi* om betrokke te raak en om verlof namens hulle lede te vra;

5.2 Kan die PAA vra dat die individuele lede se kliente betaal word volgens die lyste van uitstaande betalings ;

5.3 Kan die PAA die huidige uitvoerende hoof voeg in lyn met die Newnet uitspraak (mandamus).[27]

6.

"*Locus standi* [28] is relevant in two contexts.

"That is, firstly, the capacity to litigate or to sue or to be sued; and, secondly, whether the party has a sufficient interest in the subject matter of the case to be allowed to bring or defend the claim";[29] "and that must appear *ex facie* the papers".[30]

(a) "***The first*** relates to the preliminary legal question that must be considered in the judicial process as to whether the parties to the litigation have the necessary

[23] Case Lines 14A-5/69
[24] Sien par 1 hierbo
[25] Sien par 3.3 hierbo
[26] Oftewel 'Pretoria Attorneys' Association': sien par 2 van sy Grondwet wat sy naam en hierdie afkorting daarvan vasmaak
[27] Newnet Property v Road Accident Fund & Another (932/2024) [2026] ZASCA 35 (24 March 2026) par [35]: "Where an organ of state defaults on its obligation to comply with a court order, a court is compelled to assume the invidious task of overseeing state action to secure compliance. Although the Board is the accounting authority of the Fund, nothing prevents this Court from making an order against the CEO (or acting CEO) of the Fund who is ultimately responsible for its executive management, to ensure that the court order is complied with."
[28] "or rather the rights of the applicants to stand and litigate in court" (Dr Tshepo Moffat Shikwane and others v Woodhill HOA and others (7428/2024) Limpopo Division, Polokwane (12 February 2025) par [1])

[29] Minister of Safety and Security v Lupacchini and others [2015] JOL 33825 (FD); Malepono Baby Morwamakoto and others v Martha Francinah Radingwana and others (7767/2021) Limpopo Division, Polokwane (14 March 2023)
[30] See Commissioner of Inland Revenue v van der Heever 1999 (3) SA 1051 (SCA) at par [10] at

standing or legal capacity to act. The applicant must show that it is the rights-bearing entity [*Land and Agricultural Development Bank of SA v Parker and Others 2005 (2) SA 77 (SCA)*]. Cameron JA held in *Sandton Civic Precinct (Pty) Ltd v City of Johannesburg and another [2009 (1) SA 317 (SCA) at para [19]* that: '…while in a sense this is technical, and procedural, it also goes to the substance of the applicant's entitlement to come to court.'

(b) "*The second* relates to an applicant's interest in the subject-matter of the litigation. It is trite that *locus standi in iudicio* concerns 'the sufficiency and directness of a litigant's interest in proceedings which warrants his or her title to prosecute the claim asserted'. It should be one of the first things to be established in litigation. The Supreme Court of Appeal dealt extensively with the notion of *locus standi in iudicio* in *Four Wheel Drive Accessory Distributors CC v Rattan NO [2019 (3) SA 451 (SCA)]*. The court explained that it is necessary to determine: 'Whether in the circumstances the plaintiff had an interest in the relief claimed, which entitled it to bring the action. Generally, the requirements for locus standi are these. The plaintiff must have an adequate interest in the subject matter of the litigation, usually described as a direct interest in the relief sought; the interest must not be too remote; the interest must be actual, not abstract, or academic; and it must be a current interest and not a hypothetical one'."

Springs Car Wholesalers (Pty) Ltd T/A No Finance Cars v Diamond Panelbeaters and Towing CC (2022-008554) Gauteng Division Pretoria (11 September 2023) par [9]-[10]

7.

Ad par 5.1 hierbo

(a) Die PAA het ongetwyfeld *locus standi* hierin soos in die eerste sin hierbo bedoel (par 6(a) bo). Die PAA is tewens as die 10de Respondent[31] deur die Fonds in bg dringende aansoek aldus aangespreek: "The Tenth Respondent is the Pretoria Attorneys Association (herein referred to as the PAA), a voluntary association of attorneys with independent *locus standi* and a body corporate, with independent legal capacity in terms of its constitution".[32] Sodanige sitering is deur die PAA is erken,[33] deur middel van die *confessio judicalis* en is derhalwe bo bewys en teëspraak.[34]

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[31] "The Pretoria Association of Attorneys": Fonds se Kennisgewing van Mosie Case Lines 001-3

[32] Funderende Eedsverklaring par 22.10 Case Lines 001-31; wat deur L J Botha in par B.4 sy funderende eedsverklaring om tussenbeide te tree bloot herhaal is (Case Lines 019-11)

[33] PAA se Beantwoordende Eedsverklaring par 10.1 Case Lines 006-28

[34] "Beyond proof and disproof" (Minister of Higher Education & Training v Hospital Association of SA and others [2016] 5 BLLR 443 (LAC) par [22]). Gordon v Tarnow 1948 (3) SA 525 (A) at 531; DD Transport (Pvt) Ltd v Abbot 1998 (2) ZLR 92 (SC); Barclays Bank of Zimbabwe Ltd v Air Zimbabwe Corp 1994 (1) SA 639 (Z) at 647; H C van Wyk t/a Skydive Mossel Bay v UPS SCS SA (Pty) Ltd (5651/2014) WC Division, CT (4 December 2019) par [59]; sec 15 of Act 25 of 1965. Die PAA kwalifiseer buitendien gemeenregtelik as 'n universitas. personarum (Dialstat Trading 115 (Pty) Ltd v Save The Maize Belt Society and others (098869/ 2023) Gauteng Division, Pretoria (30 January 2026) par [6]-[27]) en sien par 15 van die PAA se Grondwet, wat oënskynlik op 12 Mei 2022 aanvaar maar nie onderteken is nie: https://www.ppv.co.za/our-constitution/

(b) Wat *locus standi in iudicio* daarby aanbetref (par 6(b) bo), die volgende:

(i) "*Locus standi in iudicio* is an access mechanism controlled by the court itself" (Dr Tshepo Moffat Shikwane and others v Woodhill HOA and others (7428/2024) Limpopo Division, Polokwane (12 February 2025) par [14]).

(ii) "In Four Wheel Drive Accessory Distributors CC v Leshni Rattan NO 2019 (3) SA 451 (SCA), the SCA considered the requirements for *locus standi*, being that the appellant must have an adequate interest in the subject matter of the litigation; the interest must not be too remote; the interest must be actual; and the interest must be current (not hypothetical).[35] The sufficiency of the interest depends on the particular facts in any given situation" (*Firm-O-Seal CC v Prinsloo & Van Eeden Inc and another* 2024 (6) SA 52 (SCA) (27 June 2023) par [6] at).

(iii) "The enquiry to determine *locus standi in iudicio* is fact-based in order to establish whether the party that is required to prove standing has managed to demonstrate that it has sufficient interest in the matter at hand" (Dr Tshepo Moffat Shikwane and others v Woodhill HOA and others (7428/2024) Limpopo Division, Polokwane (12 February 2025) par [14]).

(iv) "To establish that one has *locus standi in judicio*, one must show... that he has an interest in the subject matter of the judgment or order sufficiently direct or substantial…" (United Watch and Diamond (Pty) Ltd v Disa Hotels Ltd 1872 (4) SA 409 (C) at 415; Mokasule N.O v Botha N.O and Others (M283/20) [2023] ZANWHC 54 (17 May 2023) par [7]), considering whether the party is enforcing a legal right and has sufficient interest to do so (Gross and others v Pentz 1996 (4) SA 617 (A) at 632).

(v) It has been held that "a voluntary association formed to protect the rights of a vulnerable constituency should not be subjected to unnecessary restrictions before being heard by the Court" (Rail Commuter Action Group and Others v Transnet Ltd t/a Metrorail and Others (No 1) 2003 (5) SA 518 (C)).

(vi) Die Grondwet van die PAA bepaal ondermeer soos volg: "5. The objects of the PAA are the following: …. 5.21 To engage the Association (*sic*) in legal proceedings in any capacity which the Executive may deem necessary so as to advance, protect, uphold or develop the objects and interests of the Association and/or the interests of its members … 5.35 To do all such other things as are incidental or conducive to the attainment of these objects…. 10. Powers and duties of the Executive… 10.12 To instruct attorneys and/or advocates to provide legal opinions or institute action and/or motion and/or review applications and defend any litigation. The Constitution also contains an indemnity provision in favour of the members which provides that their liability for the obligations of the PAA is limited to their unpaid subscription (par 17.2). 'Members' means attorney legal practitioners {attorneys} (par 3.6) who have

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[35] Main SU (Pty) Ltd v Wessels and another (93905/2019) [2020] ZAGPPHC 489 (28 August 2020) par [23]

subscribed to be members and have paid the due subscription fees. The said members accept the principles contained herein - and by being members, accept and abide by this Constitution".

(vii) "The law *in re locus standi in iudicio*: Section 38 of the Constitution Act No. 108 of 1996 provides: "Anyone listed in the section has the right to approach a competent court, alleging that the right in the Bill of Rights has been infringed or threatened, and the court may grant appropriate relief, including a declaration of rights. The persons who may approach the court are – …….. an association acting in the interest of its members." (Malepono Baby Morwamakoto and others v Martha Francinah Radingwana and others (7767/2021) Limpopo Division, Polokwane (14 March 2023)). Deur middel van bg dringende aansoek poog die Fonds juis om die Grondwetlike reg[36] op uitwinning aan bande te lê: "a litigant with an enforceable judgment is entitled to payment" (BP Southern Africa (Pty) Ltd v Mega Burst Oils and Fuels (Pty) Ltd).

(viii) Uit hoofde van voorgaande, beskik die PAA oor die nodige *locus standi in iudicio*[37] om "betrokke te raak";[38] en om regshulp namens sy lede te vra.[39]

8.

Ad par 5.2 hierbo

Die PAA verteenwoordig die Prokureurs en nie hul onderskeie kliënte nie. Die PAA sal derhalwe hoogstens kan vra dat die Prokureurs betaal word maar nie individuele lede se kliente nie. Wat die lyste van uitstaande betalings aanbetref het die PAA by wyse van voorbeeld by sy Beantwoordende Eedsverklaring[40] slegs die uitstaande lys van 'n enkele Prokureursfirma aangeheg.[41] Die Fonds se enkele kritiek daarop is dat hierdie lys vaag is.[42]

9.

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[36] "the entitlement of a litigant to enforce a judgment or order granted in his or her favour by a court of law is an incident of the judicial process, access to which is guaranteed by s34 of the Constitution…" (Lesapo v North West Agricultural Bank and another 2000 (1) SA 409 (CC) par [13] at ; Road Accident Fund v Mabela and Another (63050/2017) [2025] ZAGPPHC 383 (23 April 2025) par [18]). Art 34 van die Grondwet van die RSA

[37] Vgl "The [amicus curiae] Personal Injury Plaintiff Lawyers Association (Pipla) ……. purports to represent the interests of approximately 400 legal-practitioner members who represent or assist persons who have been injured in motor vehicle accidents" (Mafisa v Road Accident Fund 2024 (4) SA 426 (CC) par [5] at 430).

[38] Trouens, as 10de Respondent is die PAA alreeds by hierdie verrigtinge betrokke

[39] Dit is egter duister na presies watter 'verlof' daar in par 5.1 hierbo verwys word en wat daarmee bedoel word

[40] PAA se Beantwoordende eedsverklaring par 15.8 Case Lines 006-32

[41] Aanhangsel 'PAA4' Case Lines 006-51/3

[42] Oftewel "vague": Repliserende Eedsverklaring par 55 Case Lines 014A-18

Ad par 5.3 hierbo

Die PAA sal die huidige waarnemende uitvoerende hoof van die Fonds moet voeg ten einde ’n mandamus teen hom te kan bekom. Ongelukkig sal dit egter nie by wyse van ’n blote kennisgewing ter vervanging ingevolge Reël 15 kan geskied nie, maar sal deur middel van ’n voegingsaansoek versoek word.[43] Die waarnemende Hoof Uitvoerende Beampte van die Fonds[44] sedert 28 Mei 2025[45] heet P LUKWARENI wat inderdaad sowel die funderende eedsverklaring as die daaropvolgende repliserende verklaring namens die Fonds in die dringende aansoek in sodanige hoedanigheid afgelê het.[46] Aangesien hy reeds tot hierdie mate by die aansoek betrokke is sal sy voeging kwalik enige nadeel vir hom kan inhou nie.[47]

10.

Die PAA se krtitiek op Aanhangsel X by die Hofbevel (sien par 1 hierbo)[48] is intussen deur die SCA as juis bevestig.[49]As gevolg daarvan is Aanhangsel X onhoudbaar en is die Fonds se spitsvondige repliek[50] op die PAA se besware daarteen as belaglik bewys

11.

AANBEVELING

Ten spyte van sy *locus standi* soos hierbo verduidelik, is dit ons oorwoë mening dat die PAA nie die risiko op homself moet neem om regshulp in sy eie naam namens sy lede aan te vra, hetsy by wyse van teenaansoek (met kondonasie vir die laat-liassering daarvan) hetsy by wyse van ’n nuwe afsonderlike aansoek, nie. Dit is verkieslik en regtens juis, dat die lede van die PAA namens hulle onderskeie kliënte (wat per slot van rekening die Fonds se vonnisskuldeisers is) aan die hand van *Newnet Properties (Pty) Ltd and Another v Road Accident Fund 2025 JDR 1173 (SCA*) sodanige regshulp moet soek. Die PAA behoort egter tog gereed te staan om sy lede wat verkies om hierdie voorgestelde werkswyse te volg, by te staan en om selfs namens bedoelde lede aan

[43] Tecmed (Pty) Ltd and others v Nissho Iwai Corporation and another 2011 (1) SA 35 (SCA)
[44] Die Fonds se Funderende Eedsverklaring par 1 Case Lines 001-26
[45] Die Fonds se Repliserende Eedsverklaring par 4 Case Lines 014A-6
[46] Die Fonds se Funderende Eedsverklaring Case Lines 001-25/240 en Repliserende Eedsverklaring Case Lines 014A-5/26. Aanhangsel ‘PAA1’ by die PAA se Beantwoordende Eedsverklaring Case Lines 006-44
[47] Greef v Janet en ’n ander 1986 (1) SA 647 (T)
[48] PAA se Beantwoordende Eedsverklaring par 16.6-7 Case Lines 006-34/9
[49] Newnet Properties (Pty) Ltd and Another v Road Accident Fund 2025 JDR 1173 (SCA)
[50] Die Fonds se Repliserende Eedsverklaring par 68-72 Case Lines 014A-20/1

te voer. Ons stel voor dat ’n brief met die trant van die aanhangsel hierby aan die PAA se lede in hierdie verband versend moet word.

Adv BP Geach SC.

Adv JC van Eeden

16 April 2026

The RAF v LPC and 587 Others (Case number 142824/2025 and Case number 134420/2023).

The above mentioned matters, as well as the various counter-applications launched in relation thereto, refers.

We do not intend to revisit the history of the applications herein.

The PAA was cited as 10th respondent.

This letter concerns the counter-application of the 216th to 588th respondents, in which they seek the following relief:

"1. *That all matters older than 180 days, including capital, costs and interest contained in Annexure ABC 1 be paid from the very next fuel levy that is received by the applicant* [RAF]*;*

2. *That all matter not loaded onto the RNYP list as contained in Annexure ABC 2 be loaded within 10 adays hereof;*

3. *The defendant's* [presumably applicant's] *attorney is directed to take all relevant steps to bring this order to the attention of the CEO and/or acting CEO;*

4. *Should there be no compliance with paragraphs 1 – 2, the matter may be re-enrolled on the same papers, duly supplemented, for a contempt of Court application;*

5. *[costs]…*

The PAA has, upon request of members, obtained legal opinion on the following issue: Does the PAA have the necessary *locus standi in iudicio* to also bring an application, on behalf of its members, to seek similar relief as claimed?

For a general reference regarding *locus standi* we refer you to *Land and Agricultural Development Bank of SA v Parker and Others 2005 (2) SA 77 (SCA)]; Sandton Civic Precinct (Pty) Ltd v City of Johannesburg and another [2009 (1) SA 317 (SCA); Drive Accessory Distributors CC v Rattan NO [2019 (3) SA 451 (SCA)];* and *Springs Car Wholesalers (Pty) Ltd T/A No Finance Cars v Diamond Panelbeaters and Towing CC (2022-008554) Gauteng Division Pretoria (11 September 2023)*.

The PAA, as *universitas personam* and as an independent body corporate in terms of its constitution, is recognised as a voluntary association of attorneys with independent *locus standi* and independent legal capacity, to act in the interest of its members regarding challenges affecting the practicing profession. The PAA further, in various matters, has assisted the Court as *amicus curiae* regarding legal principles.

The PAA generally does not have automatic standing to act on behalf of the public at large, but can establish locus standi in specific litigation if they act in the public interest or on behalf of their members.

Without a direct, personal, or constitutional interest in a case, a voluntary association cannot substitute itself for members of the public (see *Lawyers for Human Rights and Other v Minister of Home Affairs and other (CCT 18/03) [2004] ZACC 12; 2004 (4) SA 125 (CC); 2004 (7) BCLR 775 (CC) (9 March 2004) and Section 38 of the Constitution*).

As such, the PAA represents its members, but not its members' clients (the judgment creditors). The opinion received is that the PAA ought not, in its own name, institute proceedings for, *inter alia*, enforcement of Court Orders on behalf of judgment creditors (not being its members).

In so far as any of our members may consider bringing an application with similar relief as sought by the 216th to 588th respondents as stated above, we refer you to the most recent approach followed against the RAF, as decided in *Newnet Property v Road Accident Fund & Another (932/2024) [2026] ZASCA 35 (24 March 2026)*. The Court held that:

"[35] Where an organ of state defaults on its obligation to comply with a court order, a court is compelled to assume the invidious task of overseeing state action to secure compliance. Although the Board is the accounting authority of the Fund, nothing prevents this Court from making an order against the CEO (or acting CEO) of the Fund who is ultimately responsible for its executive management, to ensure that the court order is complied with."

The Order granted was:

(i) *The Road Accident Fund is hereby ordered to make payment of the judgments obtained in favour of Newnet Property (Pty) Ltd t/a Sunshine Hospital (Newnet) in the amount of R92 085 106.36 within 7 days from date of service of this order on it.*

(ii) *The Road Accident Fund is ordered to provide Newnet with an updated Requested Not Yet Paid (RNYP) list within 7 days from date of service of this order.*

(iii) *The Road Accident Fund is ordered to provide an updated RNYP list to Newnet every 14 days after compliance with prayer (ii) above.*

(iv) *The Road Accident Fund is ordered to adjudicate all accounts issued to it by Newnet within 120 days from receipt of such account from Newnet.*

(v) *The Road Accident Fund is directed to make payment to Newnet of all amounts due to it on the May 2023 RNYP list, being R158 890 967.70, within 30 days from date of service of this order on it, and thereafter to make payment to Newnet of all amounts due to it as per a current RNYP list within 30 days of such adjudicated account appearing on the RNYP list.*

(vi) *The Acting Chief Executive Officer, Mr Radikwena Phora, is directed and ordered to ensure that the Road Accident Fund complies with prayers (ii) to (vii) of the order."*

Failure to comply with such an Order, in circumstances where the acting CEO and/or Board of Directors and/or Chairman of the Board of Directors of the RAF are cited as a party, may lead to a possible contempt of Court application against such a party.

Members who intend to approach the Court on this basis, on behalf of their clients, are invited to make contact with the PAA.

IN THE HIGH COURT OF SOUTH AFRICA

(GAUTENG DIVISION, PRETORIA)

Case No: **2025-142824**

In the matter between:

THE ROAD ACCIDENT FUND	Applicant
and	
THE LEGAL PRACTICE COUNCIL	1st Respondent
THE BOARD OF SHERIFFS	2nd Respondent
THE SHERIFF, PRETORIA CENTRAL	3rd Respondent
THE SHERIFF, PRETORIA EAST	4th Respondent
THE SHERIFF, CENTURION EAST	5th Respondent
THE SHERIFF, JOHANNESBURG CENTRAL	6th Respondent
THE SHERIFF, CAPE TOWN	7th Respondent
THE SHERIFF, EAST LONDON	8th Respondent
THE SHERIFF, DURBAN COASTAL	9th Respondent
THE PRETORIA ASSOCIATION OF ATTORNEYS	10th Respondent
THE JOHANNESBURG ATTORNEYS ASSOCIATION	11th Respondent
MOKODOU ERASMUS DAVIDSON INCORPORATED	12th Respondent
VAN DYK STEENKAMP ATTORNEYS INCORPORATED	13th Respondent
MAFORI LESUFI INCORPORATED	14th Respondent
ALFRED LYTON AND 186 OTHERS	15th to 201st Respondents
NOLWANDO DUNGA AND 5 OTHERS	202nd to 207th Respondents
YOLISWA ALICIA MTHI	208th Respondent
PRINCESS QIKANI	209th Respondent
DVDM ATTORNEYS INCORPORATED	210th Respondent

PROFESSIONALS UNITY OF SA	211th Respondent
BRITS & BEUKES INCORPORATED	212th Respondent
JJ MGUNI	213th Respondent
SCHUMANN VAN DEN HEEVER AND SLABBERT	214th Respondent
BLACK LAWYERS ASSOCIATION	215th Respondent
PARTIES IN ANNEXURE ABC1	216th to 411th Respondent
PARTIES IN ANNEXURE ABC2	412th to 588th Respondent

10TH RESPONDENT'S REPLYING AFFIDAVIT

I, the undersigned

NICOLETTE DE WITT

do hereby make oath and state as follows:

1.

I am an admitted legal practitioner duly practising as an attorney under the name and style of NICOLETTE DE WITT ATTORNEYS INC, the Attorney of Record of the 10th Respondent. I am duly authorized on behalf of the 10th Respondent to depose to this affidavit. I have perused the answering affidavit deposed to by the new Acting CEO of the Applicant, now RADIKWENA PHORA ("the deponent") served on 25 June 2026 and reply as follows thereto on behalf of the 10th Respondent as I am duly authorized to do. The facts herein contained fall within my personal knowledge unless otherwise appears and are to the best of my belief both true and correct.

2.

AD PARAGRAPHS 1 AND 9 OF THE ANSWERING AFFIDAVIT

The contents hereof are not disputed for purposes of this application.

3.

AD PARAGRAPHS 2 AND 3 THEREOF

The contents of the founding affidavit are not all true and correct nor do they all fall within the personal knowledge of the deponent as more fully appears below. The legal submissions are wrong as will become clear. The contents of these paragraphs are accordingly denied.

4.

AD PARAGRAPH 4 THEREOF

4.1 The matter, including the Main Application, has indeed been enrolled and set down by the Applicant for hearing on 21 August 2026. A copy of the Applicant's Notice of Enrolment for hearing on 21 August 2026 dated 16 June 2026 which was served on 17 June 2026, is attached hereto as **Annexure 'A'**.

4.2 It is denied that this answering affidavit of Applicant was served in compliance with the directives issued by the Honourable Acting Deputy Judge President as is contended herein. A copy of the relevant directive is attached hereto as **Annexure "B"**. It was not. This is confirmed by the e-mail from the Applicant's own Attorney of Record dated 25 June 2026, a copy of which is attached hereto as **Annexure "C"**. This assertion made under oath by the deponent is incorrect.

5.

AD PARAGRAPHS 5, 8(a), 13 AND 14 THEREOF (WITHDRAWAL)

It is true that the Applicant filed the purported Notice of Withdrawal of the Main Application (annexure 'RAF1'). However, this was done unilaterally on 25 June 2026, after the matter had already been set down for hearing, by the Applicant without any compliance with the requirement of consent embodied in Rule 41(1)(a). As a result, such purported withdrawal of the Main Application is ineffectual and of no force nor effect.

7.

AD PARAGRAPHS 10 TO 14 THEREOF (EXCUSING NON-PROSECUTION)

The Applicant's proffered excuses for simply having left the Main Application in abeyance is convoluted and far-fetched. It smacks of an *ex post facto* attempt at justification. It is significant that this was not raised at the first case management meeting in April 2026 (paragraphs 2.4 and 2.5 of the minute at Case Lines section 027 item 1 page 027-3). If the sought-after further extension of the moratorium is truly so desperately needed as still suggested by the Applicant, it would undoubtedly have attended to the prosecution of this application and not simply have let it lie. In any event, once the envisaged legislative processes have become resolved, the relief that is sought in the Main Application will of course be rendered moot and academic.

8.

AD PARAGRAPHS 6 TO 8 THEREOF

It is undeniable that this purported answering affidavit of the Applicant goes further than merely an answer to the counter applications. It deals, for example, with the 10th Respondent's affidavits in paragraphs 45 to 50 even though 10th Respondent has no counter application. Moreover, as appears from paragraph 8 thereof, it raises and canvasses developments and new matters that only arose long after such counter

applications were instituted. Despite criticising in paragraph 8 those counter applications as being outdated, the deponent himself nevertheless glibly in paragraph 7 relies upon and incorporates herein the equally outdated affidavits of his now suspended predecessor. These affidavits are likewise premised solely upon facts that were relevant at that time in August 2025. On the Applicant's own version, the position has since changed. To the extent that this answering affidavit seeks to address more than the counter applications as such, it is not covered by the Directive and out of time.

9.

AD PARAGRAPHS 8(c) *sic*, 15 TO 21 THEREOF

9.1 Applicant is completely out of order in continuing to insist, as the deponent confesses it does in paragraphs 15 and 21 of the Applicant's opposing affidavit dated 24 June 2026, that the order granted by Hassim J on 21 February 2025 is still in effect, or was in effect for longer than six months after the granting of the order.

9.2 Said order has long since expired by effluxion of time:

"This order takes effect immediately and, will be effective for 6 months from the date of this order" (Road Accident Fund v Legal Practice Council and others (134420/2023) [2025] ZAGPPHC 189 (21 February 2025) par [80]).

9.3 Applicant's continued refusal to honour Court Orders on the basis of the order by Hassim, J which has long since expired is nothing less than blatant contempt of court and a denial of the judgment creditors' Constitutional rights.

9.3 It is absurd to suggest that the Applicant and its officers and employees are somehow unaware of the expiry of the previous moratorium granted in Road Accident Fund v Legal Practice Council and others (134420/2023) [2025]

ZAGPPHC 189 (21 February 2025) long before the filing of this answering affidavit. Indeed, such expiry was pointed out expressly to the Applicant in the 10th Respondent's Answering Affidavit to the Main Application delivered already during August 2025. The Applicant is in default of its duty to compensate victims of motor vehicle accidents which is the sole reason for its existence.

9.4 On the Applicant's own showing, it has a monthly unused surplus of funds amounting of hundreds of millions of Rand (as appears from paragraph 18) which not only belies the assertion in paragraph 20 of the answering affidavit that "the data reflects that the entirety of the Fund's monthly fuel levy receipts is effectively committed to the payment of claims and related obligations"; and which surplus could readily have been utilized to alleviate the suffering often on a daily basis of unpaid judgment creditors of the Applicant.

9.5 Instead, the Applicant chooses to waste away funds in the form of legal expenses pursuing frivolous cases such as the present.

9.6 The assertion that "the RAF is paying on a continuous and accelerated basis, within the limits of its available resources and in accordance with the "oldest first" principle endorsed by this court is emphatically denied. The court is referred to **Annexures "D1" and "D2"** to this affidavit, lists of matters dealt with by member firms of the 10th Respondent. For purposes of not publishing personal information of individuals or firms, the names of Plaintiffs and firms have been redacted. The Defendant and the honourable Judge hearing the matter will be provided with the full data.

9.7 It is apparent from these lists that:

9.7.1 With reference to **Annexure "D1"**: Of the 55 PAA member law firms who provided data, no less than **5902** (five thousand nine hundred and two) payments to the value of **R 3 457 893 172.04** (Three billion four hundred and fifty-seven million eight hundred and ninety-three thousand one hundred and seventy-two Rand and four cents) in terms of court orders granted, taxations concluded, settlements concluded and interest payments overdue for more than 90 days, have to date not been captured to the RNYP list.

9.7.2 With reference to **Annexure "D2"**: On the RAF's own version as per its own RNYP (Requested not yet paid) lists, of the **50** PAA member law firms who provided data there are **4549** (Four thousand five hundred and fourty nine) payments to the value of **R2 519 783 687.29** (Two billion five hundred and nineteen million seven hundred and eighty-three thousand six hundred and eighty-seven Rand and twenty-nine cents) with ageing of in excess of 90 days that remained unpaid as at 30 July 2026.

9.8 These lists represent only a small sample of matters dealt with by PAA member firms who participated in the PAA's survey amongst member firms calling for particulars of the Respondents non – payment of payments due to be made into the Trust accounts of member Attorney firms acting on behalf of Plaintiffs in actions instituted against the Applicant.

10.

AD PARAGRAPHS 8(d) *sic*, 22 TO 30 THEREOF

"The Road Accident Fund ("the Fund") has been the beneficiary of a moratorium on the execution of writs of execution and warrants of attachment since November 2020.

save for the period between September 2021 to August 2022" (Road Accident Fund v Legal Practice Council and others (134420/2023) [2025] ZAGPPHC 189 (21 February 2025) par [1]); and of course the period following expiry of the 6-month moratorium granted on 21 February 2025, that is since September 2025 until date hereof. Despite the oft-repeated protestations of the imminent financial implosion of the Applicant, nothing of the sort has occurred to date. That is nowhere explained. This puts paid to the Applicant's long-winded attempts to justify its position.

11.

AD PARAGRAPHS 31 TO 34 THEREOF

The counter applications are not fatally defective on the basis suggested by the Applicant. The contents of these paragraphs are denied.

11.1 Foreigners and Past Medical Expenses paid by Medical Aid Schemes: It is for the Applicant to indicate which of the outstanding judgments it refuses to pay on this basis. It has demonstrably failed to do so.

11.2 Reliance on the discredited Board Notice 271 of 2022: The Applicant's excuse for not having paid the long overdue judgments as put forward in paragraph 32.17 is far-fetched. These are not new claims received for processing. They are judgments that were, as repeatedly found by the courts, which Applicant unlawfully refused to pay on the basis of its specious Board Notice. A start could have been made, at the very least, by utilizing the many Millions of Rands of monthly surplus funds to which the Applicant has access. Being the subject of Court Orders ordering the Applicant to pay, no verification of each claim is

required. What is required is that the Applicant honours those Court Orders as it is Constitutionally obliged to do, more particularly as it is an organ of State.

11.3 The Applicant's continued reliance upon the order issued on 21 February 2025 is absolutely shocking. It has long since expired together with the moratorium, as set out above. Moreover, such additional requirements by the Applicant as a prerequisite for making payments in terms of existing Court Orders has been outlawed in Newnet Properties (Pty) Ltd t/a Sunshine Hospital v Road Accident Fund (1150/2023) [2025] ZASCA 19 (14 March 2025).

12.

AD PARAGRAPHS 45 TO 50 (PERTINENTLY THE 10TH RESPONDENT)

12.1 The contents hereof are denied.

12.2 The Applicant was directed and permitted to answer the counter applications. It is stated by the deponent in paragraph 6 of the answering affidavit that: "This affidavit is delivered as an answering affidavit to the counter applications that have been delivered by the Respondents". The 10th Respondent has filed no counter application.

12.3 The 10th Respondent is nonetheless duty bound to deal with the contentions raised by the Applicant herein.

12.4 The assertion that there exists no instance of non-compliance by the Application with any Court Order, flies in the face of the contents of the Applicant's own Answering Affidavit herein which in itself identifies numerous classes of Court Orders with which it refuses to comply. The Applicant's denial is ludicrous.

12.5 The Applicant is not *bona fide*. The matter was originally brought as a case of great urgency. The 10th Respondent under pressure of time was entitled to rely upon hearsay in opposing the main application. After it was struck off, Applicant lapsed into inaction. The matter was pursued by correspondence. The Applicant is already in possession of all conceivable "identifiable markers" to locate and deal with unsatisfied judgment debts. It is ridiculous to suggest otherwise. The real reason for the Applicant not paying attention to such existing Court Orders is because it simply does not care to do so.

12.6 If ever there was hearsay in this matter it is to be found in the lame excuses for the serious issues dealt with in paragraphs 48 and 49 herein, which moreover constitute entirely speculative sweeping generalisations.

12.7 The averments made by the deponent herein clearly take the matter no further.

13.

CONDONATION SOUGHT

Insofar as this replying affidavit is filed out of time, the 10th Respondent respectfully seeks condonation for such late filing. The delay was neither wilful nor occasioned by any disregard for the Rules, the directives of this Honourable Court, or the interests of the other parties. It arose in circumstances where I was out of office from 6 to 10 July 2026 while attending to *pro bono* work. Upon my return to office on 13 July 2026, I was required to attend to urgent practice-related matters which had accumulated during my absence, while simultaneously collating, verifying and analysing substantial information received from practitioners for purposes of preparing the updated schedules attached hereto as Annexures "D1" and "D2". That exercise was time-

consuming but necessary, as the information had to be consolidated into coherent data sheets capable of being placed before this Honourable Court in a useful and reliable form.

The period of delay is accordingly limited, has been fully explained, and occurred in circumstances where the affidavit could not responsibly be finalised until the updated data had been properly considered and incorporated. The affidavit is not filed for any dilatory purpose. On the contrary, it is filed to place before the Court current, objective and material information concerning the extent of the Applicant's ongoing non-payment of amounts due in terms of court orders and related obligations to members of the public. That information is directly relevant to the issues raised in the Applicant's answering affidavit and will assist the Court in determining the matter before it on the basis of the most accurate and up-to-date facts available.

No prejudice will be suffered by the Applicant or any other party if condonation is granted. The matter remains enrolled for hearing on 21 August 2026, and the parties will have sufficient time to consider the contents of this affidavit and the annexures thereto. By contrast, if condonation were refused, the 10th Respondent and, more importantly, the Court would be deprived of relevant updated information bearing upon the Applicant's assertions and the practical consequences of the relief sought. In the circumstances, and having regard to the explanation for the delay, the limited degree of lateness, the absence of prejudice, the importance of the issues raised and the interests of justice, it is respectfully submitted that a proper case has been made out for condonation. Condonation for the late filing of this affidavit is accordingly sought.

CONCLUSION

10th Respondent is not involved in any of the counter applications and is disinclined to become embroiled therein. The Applicant's attempt to drag 10th Respondent therein is ill-advised and deprecated by the 10th Respondent. It was wholly inappropriate and unnecessary for the Applicant to have involved the 10th Respondent herein. Doing so, has merely occasioned the 10th Respondent, a voluntary professional association, needless legal expenses. Under the circumstances, and whatever the outcome of the various counter applications might be, it is respectfully submitted that the 10th Respondent is entitled to its costs. Undeniably, no case has been made out for any relief of any kind whatsoever against the 10th Respondent herein. Consequently, it is just and fair that an order should be made for costs in favour of 10th Respondent, including the costs of two counsel, on the attorney and client scale, alternatively on Scale C.

WHEREFORE the 10th Respondent prays for an order that:

1. The 10th Respondent be granted condonation for the late filing of this affidavit;
2. The Applicant's application be dismissed with costs including the 10th Respondent's costs incurred in relation to applications for joinder and counter – claims where such applications were not opposed by the 10th Respondent, on attorney and client scale alternatively and if party and party costs is granted on Scale C, including the costs of two counsel;

3. That the Respondent be ordered to upload the matters listed in Annexure D1 to this affidavit to its RNYP list within 30 (thirty days) of date of the order, alternatively and in instances where it is the Applicant's case that such matters cannot be uploaded due to alleged lack of compliance that the Applicant provides the 10th Respondent with particulars of the so called "non compliance" in the form of a marked up Annexure D1 within 30 (thirty) days of date of the order.

4. That the Respondent be ordered to effect payment of the matters listed in Annexure D2 to this affidavit to its RNYP list within 30 (thirty days) of date of the order, alternatively and in instances where it is the Applicant's case that such matters cannot be uploaded due to alleged lack of compliance that the Applicant provides the 10th Respondent with particulars of the so called "non compliance" in the form of a marked up Annexure D2 within 30 (thirty) days of date of the order.

5. Further and / or alternative relief.

N DE WITT

I certify that on this 21st day of JULY 2026 at PRETORIA and before me in my presence the deponent signed the Affidavit and declared that she knows and understands the contents hereof, has no objection to taking this oath and considers the oath to be binding upon her conscience, and I further certify that the requirements of Regulation GN R1258 of 21 July 1972, amended by GN R1648 of 19 August 1977, and as further amended by GN R1428 of 11 July 1980, and as further amended by GN R774 of 23 April 1982 in terms of Section 10 of the Justices of the Peace and Commissioners of Oaths Act, Act 16 of 1963 have been complied with in all respects.



COMMISSIONER OF OATHS

Full Names:

Designation/Capacity:

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MEMORANDUM TO OUR MEMBERS IN RE MEETING HELD BETWEEN VARIOUS ASSOCIATIONS AND THE RAF ON 15 SEPTEMBER 2026

TO : Our members

FROM: PAA – High Court and Road Accident Fund Committee

1. We confirm that the PAA Road Accident Fund, High Court Committee and other associations held a meeting with certain members of the interim board of the RAF as well as certain executives on the 15th of September 2026.

2. We confirm that various issues were raised and discussed at length.

3. We further confirm that we await a formal communication from the RAF, which was undertaken to be received withing the week of 21 – 25 September 2026, in order for us to provide our members with meaningful feedback.

Executive Committee: Bhavna Singh (Chairperson); Ndangi Thovhakale (Vice-Chairperson); Millie Shantall-Lurie (Treasurer); Mark Christodoulou (Secretary); Andries Nkome; Conrad van der Vyver; Courtney Singh; Cynthia Du Plessis; Mar-Doreth Grobler; Sarah Suleman; Shikara Balkishun; Carla Botha; Lindie van Schoor; Nicolette de Witt

4. We trust you find this in order.

PAA – Road Accident Fund Committee

PAA – High Court Committee

Executive Committee: Bhavna Singh (Chairperson); Ndangi Thovhakale (Vice-Chairperson); Millie Shantall-Lurie (Treasurer); Mark Christodoulou (Secretary); Andries Nkome; Conrad van der Vyver; Courtney Singh; Cynthia Du Plessis; Mar-Doreth Grobler; Sarah Suleman; Shikara Balkishun; Carla Botha; Lindie van Schoor; Nicolette de Witt

IN THE HIGH COURT OF SOUTH AFRICA

GAUTENG DIVISION, PRETORIA

CASE NO: 2025-081450

In the matter between:

PERSONAL INJURY PLAINTIFF	
LAWYER'S ASSOCIATION ("PIPLA)	First Applicant
LUNGA CINDY CYNTHIA OBO LUNGA, BANELE	Second Applicant
NGOMANE, KEDESALETSE DOROTHY	Third Applicant
MEYER JOHANNA HERMINA	Fourth Applicant
UDDIN, SALAH	Fifth Applicant
MOTAU, KHOSI SIBONGILE OBO MINOR	Sixth Applicant
LAW SOCIETY OF SOUTH AFRICA	Seventh Applicant

And

THE JUDGE PRESIDENT OF THE GAUTENG	
DIVISION OF THE HIGH COURT	First Respondent
THE MINISTER OF JUSTICE AND CONSTITUTIONAL	
DEVELOPMENT	Second Respondent
THE CHAIRPERSON OF THE RULES BOARD	
FOR THE COURTS OF LAW	Third Respondent
THE ROAD ACCIDENT FUND	Fourth Respondent
GAUTENG ATTORNEYS' ASSOCIATION	Fifth Respondent

FIFTH RESPONDENT'S HEADS OF ARGUMENT

INTRODUCTION:

1. Section 34 of the Constitution guarantees that everyone has the right to have a dispute that can be resolved by the application of law, decided by a court or tribunal in a fair public hearing, which right is "*foundational to the stability of an orderly society".*[1]

2. Section 34 must be read with section 171 of the Constitution, which states that "*[a]ll courts function in terms of national legislation, and their rules and procedures must be provided for in terms of national legislation*".

3. Flowing from section 171 is constitutional sanction for the rules and procedures of Court, *in casu* the Gauteng Division of the High Court. We will discuss *infra* the legislation giving effect to section 171.

4. As the Constitutional Court pointed out in ***Giddey***[2]***:***

> *"[F]or courts to function fairly, they must have rules that regulate their proceedings. Those rules will often require parties to take certain steps on pain of being prevented from proceeding with a claim or defence. A common example is the rule regulating the notice of bar in terms of which defendants may be called upon to lodge their plea within a certain time failing which they will lose the right to raise their defence. Many of the rules of court require compliance with fixed time limits, and a failure to observe those time limits may result, in the absence of good cause shown, in a plaintiff or defendant being prevented from pursuing their claim or defence. Of course, all*

[1] Chief Lesapo v North West Agricultural Bank and Another 1999 (12) BCLR 1420 (CC) at para 22.
[2] At para 16

these rules must be compliant with the Constitution. To the extent that they do constitute a limitation on a right of access to court, that limitation must be justifiable in terms of section 36 of the Constitution. If the limitation caused by the rule is justifiable, then as long as the rules are properly applied, there can be no cause for constitutional complaint".

5. Similarly, the Constitutional Court held in ***Dormehl v Minister of Justice and Others***[3] that not every procedural requirement constitutes an infringement on the right to access to Court.

6. In accordance with section 36 of the Constitution, this right may be limited only in terms of law of general application, to the extent that the limitation is reasonable and justifiable in an open and democratic society based on dignity, equality and freedom, having regard to relevant factors, being the nature of the right, the importance of the purpose of the limitation, the nature and extent of the limitation, the relation between the limitation and its purpose and less restrictive means to achieve the purpose. However, and having regard to the argument advanced herein, section 36 finds no relevance.

CONSTITUTIONAL PRINCIPLE OF SUBSIDIARITY:

7. Broadly, this principle is the judicial theory whereby the adjudication of substantive issues is determined with reference to more particular, rather than more general, constitutional norms.

[3] 2000 (2) SA 987 (CC).

8. The principle is based on the understanding that, although the Constitution enjoys superiority over other legal sources, its existence does not threaten or displace ordinary legal principles and its superiority cannot oust legislative provisions enacted to give life and content to rights introduced by the Constitution. In simple terms, the principle can be summarised thus[4]:

> "*Once legislation to fulfil a constitutional right exists, the Constitution's embodiment of that right is no longer the prime mechanism for its enforcement. The legislation is primary. The right in the Constitution plays only a subsidiary or supporting role*."[5]

9. Ultimately, the effect of the principle is that it operates to ensure that disputes are determined using the specific, often more comprehensive, legislation enacted to give effect to a constitutional right, preventing them from being determined by invoking the Constitution and relying on the right directly, to the exclusion of that legislation.[6]

10. On a conspectus of the above, it is perspicuous from this Court's jurisprudence that subsidiarity as a principle serves important practical and normative purposes. It respects the separation of powers, as designed by the Constitution. Moreover, it promotes principled and consistent application of judicial reasoning

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[4] South African Human Rights Commission obo South African Jewish Board of Deputies v Masuku and Another (CCT 14/19) [2022] ZACC 5; 2022 (4) SA 1 (CC); 2022 (7) BCLR 850 (CC) (16 February 2022) para 102

[5] In My Vote Counts NPC v Speaker of the National Assembly [2015] ZACC 31, 2016 (1) SA 132 (CC); 2015 (12) BCLR 1407 (CC) para 53

[6] S v Mhlungu 1995 ZACC 4; 1995 (3) SA 867 (CC); 1995 (7) BCLR 793 (CC) (Mhlungu) at para 59. See du Plessis "'Subsidiarity': What's in the Name for Constitutional Interpretation and Adjudication?" (2006) 17 Stell LR at 207; and see also de Visser "Institutional Subsidiarity in the South African Constitution" (2010) 1 Stell LR at 90.

to the hierarchical scheme of legal norms laid out in the Constitution.

11. In ***My Vote Counts NPC v Speaker of the National Assembly and Others***[7], Cameron CJ stated the following in paragraphs 61 to 63:

"[61] These instances explain the powerful, inter-related reasons from which the notion of subsidiarity springs. The principle is concerned in the first place with the programmatic scheme and significance of the Constitution. In New Clicks, Chaskalson CJ said that allowing a litigant to rely on section 33(1) of the Constitution, rather than on PAJA, "would defeat the purpose of the Constitution in requiring the rights contained in section 33 to be given effect by means of national legislation".

[62] A second concern is Parliament's indispensable role in fulfilling constitutional rights. Ngcobo J in New Clicks pointed out that "[l]egislation enacted by Parliament to give effect to a constitutional right ought not to be ignored". The Constitution's delegation of tasks to the legislature must be respected, and comity between the arms of government requires respect for a cooperative partnership between the various institutions and arms tasked with fulfilling constitutional rights. As this Court has said, "the courts and the legislature act in partnership to give life to constitutional rights". The respective duties of the various partners and their associates must be valued and respected if the partnership is to thrive. In SANDU, the Court pointed out that not to apply the principle "would be to fail to recognise the important task conferred on the legislature by the Constitution to respect, protect, promote and fulfil the rights in the Bill of Rights".

[63] A third interest the principle protects is the development of a consistent and integrated rights jurisprudence. Our Courts have held that allowing reliance directly on constitutional rights, in defiance of their statutory embodiment, would encourage the development of "two parallel systems" of law. In other words, coherence in developing and applying rights within a unitary

[7] Fn 5 s*upra*

system of norms is a further reason for requiring litigants to rely on, or challenge, legislation that gives effect to a provision in the Bill of Rights."

(Footnotes omitted)

12. The two parallel systems that Cameron CJ wrote about is already evident on a consideration of the subject-matter of this litigation, one system applicable in Gauteng, and a different system applicable in the other seats of the High Court.

13. Reverting to the specific facts of this matter, legislation that gives effect to both sections 34 and 171 of the Constitution, is to be found in the Superior Courts Act 10 of 2013, Magistrates' Courts Act 32 of 1944, Small Claims Courts Act 61 of 1984 and Rules Board for Courts of Law Act 107 of 1985. In addition, there are various other statutes which regulate or limit access to Court, such as the Promotion of Administrative Justice Act 3 of 2000, the Institution of Legal Proceedings against Certain Organs of State Act 40 of 2002 and even the Road Accident Fund Act 56 of 1996.

14. All of the aforementioned statutes have in common the fact they constitute law of general application.

15. Thus, in applying this principle, the contentious mediation protocol and its validity / constitutionality should be considered having regard to the specific, being the Superior Courts Act 10 of 2013 and the Rules Board for Courts of Law Act 107 of 1985.

DID THE PRACTICE DIRECTIVE IMPACT RULE 41A?

16. We align ourselves with the Applicant's argument in paragraphs 91 to 107 of its Heads of Argument. The Practise Directive has materially changed the scope of Rule 41A, changing it from voluntary to a compulsory. Such a change however is only enforced in Gauteng.

CAN THE PRACTICE DIRECTIVE LEGALLY CHANGE THE RULE?

17. Once such impact has been established, it must be considered whether the authorising instrument for the publications of directives, being section 14(1)(a) of the Superior Courts Act, read with the authorising instrument for the publishing of Uniform Rules, being the Rules Board for Courts of Law Act, allows for such amendment to the Rule.

18. The preamble to the Superior Courts Act notes the following:

"AND section 171 of the Constitution provides that all courts function in terms of national legislation, and their rules and procedures must be provided for in terms of national legislation;

.....

AND that, since the Constitution provides that the judicial authority is vested in all the courts, it is desirable to provide for a uniform framework for judicial management, by the judiciary, of the judicial functions of all courts;"

[Emphasis added]

19. The authority of the First Respondent to publish practice directives is derived

from section 8 of the Superior Courts Act, specifically sub-sections 4 and 6.

20. In ***The National Director of Public Prosecutions (ex parte application)***[8] at para 19, the SCA clarified the legal status of practice directives as follows:

> *"Practice directives provide essential guidance for the daily functioning of the Courts. Practice directives may not derogate from legislation, the common law or rules of court that have obligatory force. A statute that permits the use of procedure so as to make its enforcement effective must be adhered to. The competence of the courts to give practice directive is an important means by which the work of the courts may be carried out. However, practice directives must facilitate what a statute requires. Practice directives should not place obstacles in the way of achieving the objects of a statute."*

21. In ***Ex Parte National Director of Public Prosecutions***[9], the Supreme Court of Appeal held that a practice directive could not be applied to restrict, undermine or negate the provisions of Uniform Rule 6(4)(a) and in describing the standing of a practice directive in relation to a statute, the Uniform Rules and the common law held that "*the practice directive is subordinate to any relevant statute, the common law and the Uniform Rules*".

22. In terms of the Rules Board for Courts of Law Act 107 of 1985, as amended, the Rules Board was established as statutory body to review the rules of court and to make, amend or repeal rules. The Rules Board submits approved proposed amendments to the Minister for approval as required by section 6(1) of the Act.

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[8] 2022(1) SACR 1 (SCA)
[9] 2018 (2) SACR (SCA)

Once approved by the Minister, the amendment is published in the Government Gazette and thereafter tabled in Parliament. In terms of the Act no new rule or amendment or repeal of a rule shall commence unless it was published in the Gazette at least one month before the day upon which such rule, amendment or repeal is determined to commence.

23. The approval by the Minister is an executive function, and not a judicial function.

24. Tabling the amendment in Parlement invokes the functions of the legislative branch of government, and not the judiciary.

25. In the present matter the Rules Board has neither reviewed the provisions of Rules 41A nor introduced a Rule prescribing obligatory mediation as a process prior to a party being entitled to apply for a trial date, as the draft directive attempts to introduce.

26. Therefore, neither Act authorizes the amendment of any Rule by the Head of a division.

CONSTITUTIONAL INVALIDITY:

27. An analysis of the constitutional validity of the impugned mediation protocol must start with the legality thereof. Without legal authority, the Judge President cannot make any valid amendments to existing Rules. It follows that, if the legality

challenge is successful, the mediation protocol is invalid, rendering any further debate unnecessary.

28. The *ultra vires* doctrine, which is a subset of the principle of legality, is central to the determination of the lawfulness of the exercise of any public power.[10] Such doctrine demands, of every exercise of public power, a consistent compliance with the bounds set for the exercise of that power as provided for by the applicable law and the Constitution. This was set out in clear terms in ***Fedsure***[11] and ***Pharmaceutical Manufacturers***. In ***Fedsure***, the Constitutional Court said:

> *"It seems central to the conception of our constitutional order that the Legislature and Executive in every sphere are constrained by the principle that they may exercise no power and perform no function beyond that conferred upon them by law. At least in this sense, then, the principle of legality is implied within the terms of the interim Constitution. Whether the principle of the rule of law has greater content than the principle of legality is not necessary for us to decide here. We need merely hold that fundamental to the interim Constitution is a principle of legality.*"[12]

29. The exercise of public power must, therefore, happen within the bounds set by the legal framework. The rule of law is foundational to South Africa's constitutional democracy and the antecedent of legality, which requires that

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[10] Pharmaceutical Manufacturers Association of South Africa: In re Ex parte President of the Republic of South Africa [2000] ZACC 1; 2000 (2) SA 674 (CC); 2000 (3) BCLR 241 (CC) at para 20.
[11] *Fedsure Life Assurance Ltd v Greater Johannesburg Transitional Metropolitan Council* [1998] ZACC 17; 1999 (1) SA 374 (CC); 1998 (12) BCLR 1458 (CC) (*Fedsure*).
[12] At para 58.

public functionaries may only exercise public power lawfully. In exercising the judicial function Judges are themselves constrained by the law[13].

30. This principle was confirmed in ***Affordable Medicines Trust and Others v Minister of Health and Another[14]***:

> "*In exercising the power to make regulations, the Minister had to comply with the Constitution, which is the supreme law, and the empowering provisions of the Medicines Act. If, in making regulations the Minister exceeds the powers conferred by the empowering provisions of the Medicines Act, the Minister acts ultra vires (beyond the powers) and in breach of the doctrine of legality. The finding that the Minister acted ultra vires is in effect a finding that the Minister acted in a manner that is inconsistent with the Constitution and his or her conduct is invalid. What would have been ultra vires under common law by reason of a functionary exceeding his or her powers, is now invalid under the Constitution as an infringement of the principle of legality. The question, therefore, is whether the Minister acted ultra vires in making regulations that link a licence to compound and dispense medicines to specific premises. The answer to this question must be sought in the empowering provisions."*
>
> [Footnotes omitted]

31. Having regard to what has been argued, it is submitted that the compulsory mediation protocol has been shown to be in conflict with not only the existing Rule 41A, but also with the Rules Board for Courts of Law Act, and thus sections 34 and 171 of the Constitution, rendering such protocol illegal and, by necessity, unconstitutional.

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[13] National Director of Public Prosecutions v Zuma [2009] ZASCA 1, 2009 (2) SA 277 (SCA) at para 15

[14] (CCT27/04) [2005] ZACC 3; 2006 (3) SA 247 (CC); 2005 (6) BCLR 529 (CC) (11 March 2005)

32. Judicial enforcement of the protocol further constitutes conduct where the judiciary is usurping the function of the Rules Board, the executive, being the Minister, and legislative, being Parliament.

33. In ***Doctors for Life International***[15] at para 70 the Constitutional Court stated:

> *"The primary duty of the courts in this country is to uphold the Constitution and the law "which they must apply impartially and without fear, favour or prejudice." And if in the process of performing their constitutional duty, courts intrude into the domain of other branches of government, that is an intrusion mandated by the Constitution. What courts should strive to achieve is the appropriate balance between their role as the ultimate guardians of the Constitution and the rule of law including any obligation that Parliament is required to fulfil in respect of the passage of laws, on the one hand, and the respect which they are required to accord to other branches of government as required by the principle of separation of powers, on the other hand."*
>
> [Footnotes omitted]

CONCLUSION:

34. The mediation protocol falls fowl of the principle of legality as it is ultra vires, rendering it constitutionally invalid.

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[15] Doctors for Life International v Speaker of the National Assembly and Others (CCT12/05) [2006] ZACC 11; 2006 (12) BCLR 1399 (CC); 2006 (6) SA 416 (CC) (17 August 2006)

35. As such it is submitted that the Court should order it to be *ultra vires* and of no force and effect.

SJ MYBURGH SC

JC VAN EEDEN

T MABUYA

GROENKLOOF CHAMBERS

IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION PRETORIA

Case No: 2025-081450

In the matter between:

PERSONAL INJURY PLAINTIFF LAWYERS ASSOCIATION ("PIPLA")	**FIRST APPLICANT**
LUNGA, SINDY CYNTHIA OBO LUNGA, BANELE	**SECOND APPLICANT**
NGOMANE, KEDISALETSE DOROTHY	**THIRD APPLICANT**
MEYER, JOHANNA HERMINIA	**FOURTH APPLICANT**
UDDIN, SALAH	**FIFTH APPLICANT**
MOTAU, KHOSI SIBONGILE OBO MINOR	**SIXTH APPLICANT**

and

THE JUDGE PRESIDENT OF THE GAUTENG DIVISION OF THE HIGH COURT.	**FIRST RESPONDENT**
THE MINISTER OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT	**SECOND RESPONDENT**
THE CHAIRPERSON OF THE RULES BOARD FOR COURTS OF LAW	**THIRD RESPONDENT**

THE ROAD ACCIDENT FUND	**FOURTH RESPONDENT**
GAUTENG ATTORNEYS ASSOCIATION	**FIFTH RESPONDENT**
LAW SOCIETY OF SOUTH AFRICA	**INTERVENING PARTY**

FILING SHEET- SUPPLEMENTARY REPLYING AFFIDAVIT

SUPPLEMENTARY REPLYING AFFIDAVIT OF JUSTIN ERASMUS SERVED AND FILED BY

DATED AT **JOHANNESBURG** ON THIS 24TH DAY OF **NOVEMBER** 2025.



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IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION PRETORIA

Case No:2025-081450

In the matter between –

PERSONAL INJURY PLAINTIFF LAWYERS ASSOCIATION ("PIPLA")	**FIRST APPLICANT**
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NGOMANE, KEDISALETSE DOROTHY	**THIRD APPLICANT**
MEYER, JOHANNA HERMINIA	**FOURTH APPLICANT**
UDDIN, SALAH	**FIFTH APPLICANT**
MOTAU, KHOSI SIBONGILE OBO MINOR	**SIXTH APPLICANT**

and

THE JUDGE PRESIDENT OF THE GAUTENG DIVISION OF THE HIGH COURT	**FIRST RESPONDENT**
THE MINISTER OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT	**SECOND RESPONDENT**
THE CHAIRPERSON OF THE RULES BOARD FOR COURTS OF LAW	**THIRD RESPONDENT**
THE ROAD ACCIDENT FUND	**FOURTH RESPONDENT**
GAUTENG ATTORNEYS ASSOCIATION	**FIFTH RESPONDENT**
LAW SOCIETY OF SOUTH AFRICA	**INTERVENING PARTY**

SUPPLEMENTARY REPLYING AFFIDAVIT

I, the undersigned,

JUSTIN ERASMUS

hereby state under oath as follows:

[1] I am a major male advocate and the chairman of the First Applicant ("**PIPLA**"). I deposed to the applicants' founding, supplementary and replying affidavits.

[2] The facts set out in this affidavit are within my personal knowledge, save where the contrary appears from the context, and are true and correct. In the event of any legal statements being made, I do so on the advice of PIPLA's legal representatives, which advice I accept.

[3] I have read the supplementary answering affidavit of the Fourth Respondent ("**the RAF**") deposed to by Phathutshedzo Lukhwareni ("**Mr Lukhwareni**"), on 10 November 2025 ("**the RAF's further affidavit**").

[4] I deal upfront with the most glaring shortcomings and inaccuracies contained in the RAF's further affidavit. Thereafter, my *ad seriatim* responses follow.

[A] THE RAF'S FURTHER AFFIDAVIT IS OUT OF TIME

[5] On 22 July 2025 a case management conference was held by Acting Judge President Ledwaba. The conference was attended by the parties' legal representatives, including those of the RAF.

[6] Pursuant to the timelines agreed to at the conference, the Acting Judge President issued a directive on 30 July 2025 (see Caselines, p07-5). In terms of this directive, *inter alia*,

[a] the applicants' supplementary affidavit was to be delivered by 13 August 2025;

[b] the respondents' answering affidavits were to be delivered by 8 September 2025;

[c] the applicant's heads of argument were to be delivered by 8 October 2025; and

[d] the respondents' heads of argument were to be delivered by 23 October 2025.

[7] The first to third respondents have not delivered their answering affidavit. The RAF did not answer to the applicants' supplementary affidavit by 8 September 2025. Save as aforesaid, the parties have complied with the directive.

[8] In disregard for the directive of 30 July 2025, the RAF's further affidavit was delivered on 10 November 2025.

[9] The RAF does not seek condonation for delivering its further affidavit more than three months out of time. The RAF also gives no explanation for its lateness.

[10] The RAF's further affidavit has been delivered as if an entitlement to do so exists. This is entirely in keeping with the RAF's habitual delinquent approach to litigation.

[11] I am advised that the delivery of the RAF's further affidavit, at this late stage, is impermissible. In light of the fact that the RAF does not seek the Court's leave for its further affidavit to be received in evidence, it will be submitted that the RAF's further affidavit should be disallowed.

[B] THE RAF'S DEPONENT HAS BEEN SUSPENDED

[12] At paragraph 1 of the RAF's further affidavit deposed to on 10 November 2025, Mr Lukhwareni contends that he remains the duly authorised representative of the RAF.

[13] Mr Lukhwareni, who was the RAF's acting chief executive officer, was suspended by the RAF's board on 7 November 2025. This fact has also been reported by several news outlets, including City Press, Eyewitness News, Daily Maverick, Sunday World and News24. I attach hereto one such publication from Daily Maverick, marked "**SRA1**".

[14] The alleged suspension of Mr Lukhwareni, in any event, is a matter that the RAF will have little difficulty to rebut if the news reports on this score are inaccurate.

[C] THE MATTER OF SOOWAMBER v RAF

[15] At paragraphs 20 to 24 of the applicants' supplementary affidavit, the facts in relation to the mediation in the Soowamber matter are set out. At paragraph 50.1 of the RAF's further affidavit, all those allegations are denied in their entirety. In contrast to the denial,

Mr Lukhwareni thereafter makes a number of statements, dealt with below, which illustrate the inaccuracy of his denial.

[16] At paragraph 50.3 of the RAF's further affidavit, the deponent complains that "*It is not placed before us what facts made the issue of loss of earnings incapable of resolution.*"

[17] At paragraph 50.4 of the RAF's further affidavit, the deponent states the following:

> "*The Soowamber matter will in all likelihood not require litigation as an offer awaits acceptance. PIPLA misleadingly omitted this fact from its papers to paint an opaque picture.*"

[18] At paragraph 50.5 of the RAF's further affidavit, the following is stated:

> "*What we do know is that legal representatives in RAF litigation have a propensity to reject claims only to accept them at a later stage.*"

[19] The aforesaid allegations are made in response to the case study that Soowamber v RAF represents. The true facts in the Soowamber matter are these:

[a] The plaintiff in the matter is being represented by de Broglio Inc. The attorney responsible for handling the matter is Ms Prishani Singh ("**Ms Singh**"), who attended the mediation.

[b] Mediation took place on 14 July 2025.

[c] Shortly before the mediation, on 11 July 2025, the RAF made a settlement offer, which included an amount of R3 148 743.55 in respect of loss of earnings. A copy of the offer is annexed hereto marked "**SRA2**".

[d] The settlement offer in respect of loss of earnings was rejected, for it was hopelessly inadequate.

[e] The plaintiff retained the trial date of 26 August 2025, in light of the fact that a mediation certificate had been obtained.

[f] On Friday, 22 August 2025 (one court day before trial), the RAF made a revised settlement offer in respect of loss of earnings in the amount of R7 288 227. A copy of the revised offer is annexed hereto, marked "**SRA3**".

[g] The revised offer was accepted by Ms Singh on 25 August 2025 and on 26 August 2025 the settlement was made an order of Court. A copy of the order is annexed hereto, marked "**SRA4**".

[20] The offer made on 11 July 2025 bore no relation to the true quantum of the plaintiff's claim. The facts show that the offer was rightly rejected. If the RAF's initial offer was reasonable, but rejected nonetheless, it could have avoided liability for further costs.

[21] All the RAF had to do to avoid the costs of trial preparation, was to make an appropriate settlement offer earlier.

[22] It is difficult to understand why mediation was required in the Soowamber matter (or any other RAF matter). If the RAF fulfils its statutory obligations of assessing claims and making appropriate settlement offers, neither mediation nor trial costs will have to be incurred.

[23] In the Soowamber matter, mediation simply added another layer of costs.

[24] The facts set out above reveal three things:

[a] First, the "opaque picture" referred to in the RAF's further affidavit is vividly accurate.

[b] Second, the accusation that PIPLA (in its supplementary affidavit delivered on 13 August 2025), misleadingly omitted facts, is a misconception.

[c] Third, Mr Lukhwareni does not have personal knowledge of the matters in respect of which he purports to give evidence.

[D] THE MATTER OF BOTHA v RAF

[25] The failed mediation in the matter of Botha v RAF was held on 23 July 2025. It is dealt with in paragraph 25 of the applicants' supplementary affidavit. Confusingly, that entire paragraph is denied in the RAF's further affidavit. In other words, Mr Lukhwareni denies that the mediation occurred, that any aspect was settled or that the parties genuinely tried to settle.

[26] The RAF's further affidavit, in contradiction with the aforesaid denial, contains the following statements which suggest that the mediation, in fact, occurred:

> "*Again, the facts that rendered the matter incapable of resolution, are not before this Court. One can hypothesize that if members of PIPLA were parties to these mediations, then there was no bona fide attempt to settle rather (sic) an orchestrated attempt to derail the Directive.*"

and

> "*Be that as it may, the plaintiff is in possession of an offer which awaits acceptance.*"

[27] The relevant facts in the matter of Botha v RAF are these:

[a] The plaintiff in the matter is being represented by de Broglio Inc. The attorney responsible for handling the matter is Ms Singh, who attended the mediation.

[b] On 14 July 2025 the RAF transmitted its calculation of the plaintiff's loss of earnings to Ms Singh. No formal offer was made, but the calculation amounted to R316 232.45. A copy of the RAF's calculation is attached hereto, marked "**SRA5**".

[c] At the mediation on 23 July 2025 the aforesaid figure was discussed and rejected by Ms Singh.

[d] The following day, on 24 July 2025, the RAF made a revised settlement offer in respect of loss of earnings in the amount of R997 701.20. A copy of the revised offer is annexed hereto, marked "**SRA6**".

[e] The aforesaid offer was also rejected, for it was too low.

[f] On 25 July 2025 the RAF made an offer to pay R500 000 as an interim payment pending the outcome of the Health Professions Council of South Africa's finding in respect of the plaintiff's entitlement to general damages. This offer, of which a copy is annexed hereto marked "**SRA7**", was rejected.

[g] In light of the fact that the plaintiff had obtained a mediation certificate, the trial date of 11 November 2025 was retained.

[h] On 11 November 2025 the RAF's representative requested that the matter stand down for purposes of making a revised settlement offer. Accordingly, the matter stood down to 13 November 2025.

[i] On the afternoon of 12 November 2025 an amount of R1 531 801.50 in respect of loss of earnings was offered. A copy of the email containing the settlement offer is annexed hereto, marked "**SRA8**".

[j] The offer was accepted and made an order of Court on 13 November 2025. A copy of the Court's order is annexed hereto, marked "**SRA9**".

[28] It is again apparent that the RAF's offers of settlement made at the mediation, and shortly thereafter, were inadequate, which rendered mediation unsuccessful. Mediation, again, only added a further layer of costs to the litigation proceedings. Had the RAF made an appropriate settlement offer earlier, the costs of mediation and trial preparation could have been avoided.

[29] Also, if Mr Lukhwareni had personal knowledge of the facts, he would have known that the RAF's offers of 23 and 24 July 2025 had been rejected.

[E] THE MATTER OF DA GAMA v RAF

[30] In relation to the matter of Da Gama, where the RAF, at the mediation, conceded liability for the claim of a 10 year old minor, the RAF's further affidavit states that PIPLA has

deliberately omitted to mention that "they" (presumably the plaintiff) have an offer from the RAF which awaits acceptance.

[31] The RAF made a settlement offer on 8 August 2025. A copy of the offer is annexed hereto marked "**SRA10**". The RAF offered to pay R974 740.83 in respect of the plaintiff's loss of earnings. The lowest of the three alternative bases included in the plaintiff's actuarial calculation, is R2.9 million.

[32] The Da Gama matter will proceed to trial on 26 October 2026.

[33] The facts again illustrate that mediation has failed and the Mr Lukhwareni does not have personal knowledge of the matters in respect of which he purports to give evidence.

[34] I will now respond *ad seriatim* to the allegations contained in the RAF's further affidavit. Where I do not deal with any particular allegation, such allegation should be regarded as denied.

AD PARAGRAPH 1

[35] I deny that Mr Lukhwareni is the RAF's duly authorised representative. He was suspended on 7 November 2025.

[36] I also deny that the RAF is entitled to deliver its further affidavit, at this late stage, without leave of the Court.

AD PARAGRAPH 2

[37] The allegations contained in the RAF's further affidavit are not within the personal knowledge of Mr Lukhwareni. The allegations are also not true and correct. This much has been illustrated above.

AD PARAGRAPHS 4 AND 5

[38] I admit that the applicants' founding affidavit is dated 30 May 2025. The founding papers were served on the RAF electronically on the same day.

[39] The RAF delivered its answering affidavit on 19 June 2025.

[40] As stated, the applicants' supplementary affidavit was delivered on 13 May 2025 and the RAF's answer thereto was due on 8 September 2025.

[41] The RAF had no right to disregard the Acting Judge President's directive and to only deliver its answer three months later.

AD PARAGRAPHS 6.1 AND 6.2

[42] The amplified Rule 41A notices delivered by de Broglio Inc, together with the orders granted in the Special Interlocutory Court up to 13 August 2025, form part of this reply and will be uploaded to Caselines under cover of a confirmatory affidavit by Ms Singh. The list of matters in which Schutte de Jong delivered amplified Rule 41A notices, is annexed hereto marked "**SRA11**". The list shows that to date 677 notices have been delivered. This list includes the 402 Rule 41A notices delivered before 13 August 2025 as well as those notices delivered thereafter. A confirmatory affidavit for Mr N J Halsey of Schutte de Jong will be filed of record.

[43] The fact that Mr Lukhwareni does not know of these notices again illustrate his lack of personal knowledge. The fact that he is prepared, in the face of his lack of personal knowledge, to accuse PIPLA of deliberately inflating the number of notices "for dramatization" is nothing short of startling.

[44] The Directive and Protocol set out the time limits within which the RAF must respond to plaintiffs' amplified Rule 41A notices. Naturally, the RAF is not entitled to special treatment. If the RAF had the requisite capacity to mediate, as it says it does, it would have had no difficulty to respond to the notices timeously.

[45] The suggestion that prompt compliance by attorneys acting for plaintiffs was "*with an intention to orchestrate a failure by [the RAF] and to discredit the suitability of the Directive in RAF litigation*", is baseless.

[46] The Directive and Protocol requires plaintiffs' attorneys to deliver amplified Rule 41A notices. That is evidently what the attorneys did. Naturally, the notices will then arrive in large volumes. The fact that the RAF is unable to cope with the notices does not render the intention with which they were sent improper.

AD PARAGRAPH 6.3

[47] Approximately 300 matters against the RAF were finalised in the Johannesburg and Pretoria High Courts prior to the implementation of compulsory mediation. That means approximately 300 road accident victims were awarded damages every week for the injuries suffered by them.

[48] To keep up with compensating the same number of victims of road accidents every week, where mediation is compulsory, it stands to reason that the same number of claims will have to be mediated. The logic is not difficult to fathom.

[49] The contention in the paragraph under reply is that this basic logic "... *conflates the operation of the Directive*...". This statement nonsensical. According to the Oxford Dictionary, the word "conflate" means to combine two sets of information, texts or ideas into one. A thing, on its own (like the Directive) cannot be conflated.

[50] The paragraph under reply further claims that the aforesaid logic "... *demonstrates a skewed comprehension of how the backlog in the Gauteng Division will be remedied.*" This statement, too, is unfathomable. The point that the applicants made is that the backlog in the Gauteng division continues to grow. Mr Lukhwareni, having claimed the applicants have a skewed comprehension of the remedy for this problem, fails to provide what he regards as the remedy, or a proper comprehension of the remedy.

AD PARAGRAPH 6.4

[51] Again, the words grouped together in the paragraph under reply are meaningless.

[52] Mr Lukhwareni says that the RAF continues to successfully settle matters, but "*...the majority of offers made are yet to be accepted.*" This means that the majority of such matters have not settled. In this context, it is difficult to understand how the word "successfully" fits into the sentence.

[53] The statement that the offers "*are yet to be accepted*", implies that acceptance is a foregone conclusion. As illustrated above, it is not. The offers made by the RAF in the mediations conducted so far by de Broglio Inc, for example, were too low and warranted rejection. The outcome of those matters illustrate as much.

[54] The allegation that the RAF continues to settle matters, is hardly surprising. Section 24(6) of the Road Accident Fund Act 56 of 1996 ("**the RAF Act**") affords the RAF a period of 120 days to reject a claim or to make a settlement offer. In other words, the RAF is statutorily obliged to settle deserving claims.

AD PARAGRAPH 7

[55] There is nothing "proverbial" about the "adversarial model of dispute resolution" that applies in this country. Mediation does not purport to change the South African model of dispute resolution to its counterpart, which is the inquisitorial model of dispute resolution.

[56] As pointed out in the articles of Professor Klopper annexed to the applicants' replying affidavit, the RAF Act and the Uniform Rules of Court already contain adequate measures to safeguard the RAF against unwarranted litigation and the concomitant costs. In plain terms, the RAF should make adequate settlement offers early.

[57] All that is required of the RAF, is the will and capacity to perform its statutory obligations. Without the requisite will and capacity, mediation will achieve nothing. Conversely, if the will and capacity is there, mediation (and even litigation) will not be required.

AD PARAGRAPH 8

[58] Paragraph 4.9.1 of the Protocol provides for the classification of a non-compliant party as a delinquent party. Paragraphs 4.9.2 and 4.9.3 sets out what an aggrieved party should do when dealing with a delinquent party. The first port of call is to approach the Special Interlocutory Court.

[59] In this regard I annex hereto, marked "**SRA12**", copies of the Special Interlocutory Court rolls and the Trial Default roll for 11 November 2025 in the Pretoria High Court. Two Special Interlocutory Courts each had 37 matters on its roll. The RAF was the respondent in every matter.

[60] There were 20 matters on the Trial Default roll. The RAF was the defendant in every one of them.

[61] Thus, in 74 matters on 11 November 2025, in Pretoria alone, the RAF was the delinquent party. This fact is truly glaring in circumstances where the RAF claims to have capacity to mediate.

[62] It is also a matter of grave concern that the RAF (who claims to be capable of and is in fact settling matters), nonetheless have 20 cases on the Trial Default roll, daily.

AD PARAGRAPH 9

[63] Ironically, in the paragraph under reply, the RAF's further affidavit draws attention to the consequences for legal practitioners and representatives of litigants who fail to respond to mediation notices.

[64] As set out above and in the applicants' supplementary affidavit, the RAF is a serial offender when it comes to failure to respond to mediation notices. The Special Interlocutory Court rolls provide a vivid illustration of this fact.

AD PARAGRAPHS 10 AND 11

[65] In light of all the measures at the RAF's disposal to avoid litigation, its reference to itself as an "habitual litigant" is sadly ironic.

[66] As stated, the Directive and Protocol sets out the time periods for compliance and remedies available to an aggrieved party in the event of non-compliance.

[67] The RAF is not singled out for special treatment. The RAF must also comply within the stated time periods. As stated, it routinely fails to so, which accounts for the fact that claims against the RAF in so many cases end up on the Trial Default rolls.

[68] The suggestion that PIPLA has "... *sought to influence the Directive's destiny* ..." is illogical, at best; malicious, at worst. The facts demonstrate that PIPLA's members have delivered amplified Rule 41A notices on behalf of their clients. The facts also show that the RAF is either unwilling or unable to respond to all those notices.

[69] It is the RAF's conduct, if anything, that is having a profound impact on the "... *Directive's destiny* ...".

AD PARAGRAPH 12

[70] The content of the paragraph under reply does not make for easy reading or comprehension. The first sentence starts off with a reference to "this belief", without identifying the belief in question. The unidentified belief is then, apparently, influenced by an erroneous belief that 300 mediations are required per week.

[71] The logic of the reasoning that 300 mediations per week are required has been explained above.

[72] The RAF contends that the reasoning that underpins the need for 300 mediations per week "... *neglects to comprehend that there are steps to be exhausted before a matter may be mediation ready* ...". The reasoning appears to be that the fact that steps are required before a matter is mediation ready, means that fewer mediations will be required to keep

up. It does not warrant much consideration to conclude that this line of reasoning is illogical.

[73] It may be that the fact that steps have to be taken before a matter is mediation ready, means that in reality, fewer mediations will take place than there have been matters on the roll, historically. But this underscores the applicants' argument, it does not refute it.

[74] If the point that the RAF's further affidavit is trying to make, is that there are remedies available for its failure to mediate, the point is self-destructive. It simply means that plaintiffs must incur the expense and delay of going through the Special Interlocutory Court process to arrive at the point the matter has been heading, in any event.

[75] The paragraph under reply poses a question that the deponent may not have considered with much care before asking it: "*How does a mediator carefully and thoroughly apply themselves to the facts of each mediation to facilitate a settlement.*"

[76] Ordinarily, the answer would be a simple one: the mediator must prepare for the mediation. The fact that Mr Lukhwareni singles out the quoted question as a significant one can only mean that he realises that there are not sufficient mediators to meet the demand created by the Directive and Protocol.

AD PARAGRAPH 13

[77] The fact of the RAF's lack of capacity to mediate is well and truly beyond debate. The number of cases on the Special Interlocutory Court roll every day bears grim testimony to this fact. Unless, of course, the RAF's failure to participate is deliberate, which points to a far graver problem than its lack of capacity.

[78] It does seem that the applicants and the RAF agree on one issue: It is neither possible nor fair to expect the parties to mediate the same number of cases per week that historically appeared on the trial rolls in Gauteng. The result of this is that those cases that are not mediated timeously, are being delayed.

[79] PIPLA is not an entity that pursues personal injury claims against the RAF. It is not required to mediate claims against the RAF.

AD PARAGRAPH 14

[80] The fact that Mr Lukhwareni believes that only 339 amplified Rule 41A notices have been delivered by de Broglio Inc thus far illustrates, yet again, his lack of personal knowledge.

[81] Mr Lukhwareni speaks of instructions to accept mediation in 84 cases and of 296 matters awaiting instructions. The RAF is the defendant in these cases. It does not have legal representatives in those cases. It is not clear who the RAF is taking instructions from, or whom the RAF is instructing.

[82] The fact that the RAF has not responded to 296 amplified Rule 41A notices again illustrates its lack of capacity to timeously respond to the notices.

[83] Mr Lukhwareni further states that mediation has been rejected in 19 cases. Curiously, the critical question asked in the drafting note in the paragraph under reply remains unanswered: "Why?"

[84] As stated in the applicants' supplementary affidavit, de Broglio Inc has had three mediations up to 13 August 2025. Thus far, only two further mediations have been conducted in cases of de Broglio Inc since 13 August 2025.

AD PARAGRAPHS 15 AND 16

[85] Copies of the 402 amplified Rule 41A notices delivered by Schutte de Jong to the RAF are available for inspection at their offices. The fact that Mr Lukhwareni is only aware of 177 such notices, again, illustrates his lack of personal knowledge.

[86] The RAF's failure, by 10 November 2025, to respond to 116 notices it had admittedly received, is further evidence of the RAF's lack of capacity.

AD PARAGRAPH 17

[87] I deny that the RAF is entitled to special treatment. The time periods in the Directive and Protocol are compulsory. If the RAF is unable to keep to those time periods, the logical conclusion is that it lacks capacity to mediate in accordance with the Directive and Protocol.

[88] The fact that reference is made to the previous regime under Rule 41A is an obvious admission by the RAF that the Directive and Protocol has brought about a regime which is markedly different from that which prevails under the Uniform Rules of Court. The obvious difference is that the mediation is no longer voluntary, but compulsory.

AD PARAGRAPH 18

[89] The suggestion that the number of amplified Rule 41A notices has been inflated, is wrong. It exposes Mr Lukhwareni ignorance and lack of personal knowledge. The "disturbing image" that he speaks of is therefore the reality.

[90] I am not in possession of the August report of the ADR Technology Group. I am therefore unable to comment on what is attributed to it.

AD PARAGRAPHS 19 AND 20

[91] I do not have personal knowledge of the procedures adopted by the RAF, but I deny that all amplified Rule 41A notices are captured on its systems.

[92] The RAF has no idea how many such notices were delivered by the firms of attorneys de Broglio Inc and Schutte de Jong. Hundreds of notices delivered up to 13 August 2025 (when the applicants' supplementary affidavit was delivered) were not captured. There are, no doubt, many more firms whose notices suffered the same fate.

[93] The procedures adopted by the RAF are, demonstrably, wholly inadequate.

AD PARAGRAPHS 21 TO 23

[94] Evidently, the difficulty lies in the fact that not all amplified Rule 41A notices are captured on its system. Its staff and the State Attorneys are therefore unaware of hundreds of notices and, naturally, will not respond to the notices.

[95] The fact that the RAF has no idea how many amplified Rule 41A notices have been delivered to it plainly shows that it lacks capacity to deal with the volume of amplified Rule 41A notices it receives on a daily basis.

[96] This conclusion is supported by the fact that in Johannesburg and Pretoria, says Mr Lukhwareni, there is an aggregate of 49 State Attorneys, of which 35 are in Pretoria. On 11 November 2025, as stated, there were 74 matters on the Special Interlocutory Court roll in Pretoria and 20 on the Default Trial roll. A compliment of 35 attorneys are required to deal with those matters and, in addition, have to "track matters and endeavour to ensure compliance" with the Directive.

AD PARAGRAPH 24

[97] The paragraph under reply illustrates the grim reality of the situation. During a period in excess of six months (from 22 April 2025 to 10 November 2025) only 15 mediators were appointed by agreement. And only eight mediator reports were received.

[98] The RAF's further affidavit cites seven examples of cases that were mediated. Two of the examples are the cases of Soowamber and Botha referred to above. In both cases the RAF, again, waited until the trial date to make appropriate settlement offers.

[99] The fact that the RAF was able to settle four of the seven cases in full and one in part, is hardly surprising. That is what it is statutorily obliged to do without having to incur the costs of trial or mediation.

[100] I am unable to comment on the mediators' reports referred to in the paragraph under reply, for they are not annexed to the RAF's further affidavit.

AD PARAGRAPH 25

[101] I have dealt with the offers made by the RAF in the matters of Botha and Da Gama above.

[102] The first two offers in the Botha matter were too low. An appropriate offer was made at trial and then accepted. The Da Gama matter has been dealt with above.

AD PARAGRAPHS 26 TO 29

[103] I am unable to meaningfully respond to the paragraphs under reply for the following reasons:

[a] The table in each paragraph has a black block above it. It appears as if this block was intended to contain headings applicable to each of the columns in the tables. There are, however, no legible headings. This renders the tables unintelligible.

[b] In relation to the settlement offers allegedly made to de Broglio Inc and Schutte de Jong, it is not stated whether the offers were made at mediation or at trial (as was the case in the Soowamber and Botha matters).

[c] In relation to the settlement offers allegedly made to de Broglio Inc and Schutte de Jong, it is not stated whether the offers were accepted or not and, if not, whether the matters proceeded to trial or default judgment (and what the outcome was).

[d] A grim picture emerges from the allegation that the RAF has made 487 settlement offers since 22 April 2025. Historically there were 300 cases on the roll each week in Johannesburg and Pretoria. The RAF only managed to make 487 settlement offers during the period spanning just over five months, if ones takes into account the recess month of July 2025.

[e] There mere fact that settlement offers were made, without knowing how many of those offers resulted in successful finalisation of the matters concerned, is unhelpful. This fact is also instructive of the RAF's failed management.

[104] Also, it is not explained why mediation is required for the RAF to do what the RAF Act obliges it to do. It is evident from the limited number of settlement offers made that the RAF is still not complying with its statutory obligations.

AD PARAGRAPH 30

[105] I deny that the RAF continues to discharge its statutory obligations. The RAF has not discharged its statutory obligations for years, as illustrated by the articles of Professor Klopper annexed to the RAF's answering affidavit and the applicants' replying affidavit.

[106] The RAF is also not adhering to the Directive and Protocol. This much is evident from the fact that the RAF has no way of telling how many amplified Rule 41A notices it has received. If the RAF did adhere to the Directive and Protocol, the rolls of the Special Interlocutory Court would not have been in the state they are in.

[107] The allegation that the RAF's compliance with its obligations is being "curtailed" by plaintiffs not accepting settlement offers, is incomprehensible. The word "curtail", according to the Oxford Dictionary, means to reduce in extent or quantity. The RAF either complies with its obligations, or it does not. Plaintiffs' acceptance or rejection of the RAF's settlement offers can have no impact on whether the RAF complies with its obligations or not.

[108] The RAF seems to labour under the misapprehension that all that it is required to do, is to make a settlement offer. The narrative appears to be that plaintiffs who do not accept these offers, or their legal representatives, are somehow acting untoward in not accepting the offers.

[109] What is expected of the RAF is to make *reasonable* settlement offers. If this is done, continued litigation will be fraught with the risk of adverse cost orders against plaintiffs.

[110] The cases of Soowamber and Botha cited above are perfect examples. Rejection of the RAF's initial settlement offers was entirely justified and appropriate. The fact that the

RAF made reasonable offers only when the matters went to trial, is effectively an acknowledgement by the RAF that its earlier offers were inadequate.

[111] As illustrated, the RAF's records of amplified Rule 41A notices received by it are hopelessly inaccurate.

AD PARAGRAPHS 31 AND 32

[112] I am not in possession of a copy of the report from ADR Technology Group of 5 September 2025. I am therefore not able to comment meaningfully on its contents or the allegations contained in the paragraphs under reply.

[113] The suggestion that the RAF timeously responds to amplified Rule 41A notices have been shown to be false.

AD PARAGRAPH 33

[114] If there were only 37 referrals to mediation in August 2025, and only 40.5% thereof (14.98 mediations) were personal injury *and* RAF cases, the situation is more dire than what was anticipated in the founding affidavit. This information suggests that fewer than 15 RAF cases were referred to mediation during a month where, historically, approximately 1 200 cases would have been on the trial roll.

[115] If the statistics provided in the Directive (that 85% of those cases would have settled) were to be correct, 1 020 cases would have been finalised during August 2025. Clearly, the backlog that is building up, is staggering.

[116] The 81 RAF "cases" (presumably RAF mediations) that are apparently ongoing, are obviously not limited to August 2025 (when there were less that 15 RAF cases referred to mediation). The period in question is presumably since 22 April 2022. It is alarming that in 73 mediation cases during this period, a first meeting between the parties has not even been held.

[117] Paragraph 33.4 of the RAF's further affidavit states that 45 mediations have been "convened and/or finalised". It is also stated that the 45 mediations represents 26% of the total referrals since April 2025. This means that 100% of the referrals during that period amounts to 173.07 referrals. The information provided is, of course, of little value without knowing how many mediations have been finalised and what the outcome of those mediations were.

[118] Paragraph 33.3 of the RAF's further affidavit refers to 81 RAF cases. Paragraph 33.4 is not limited to RAF cases. The reference to 45 mediations is entirely unhelpful without knowing how many were in cases against the RAF.

AD PARAGRAPH 34

[119] As stated, I have not had sight of the report referred to in the paragraph under reply.

[120] That said, the numbers referred to in paragraph 33 of the RAF's further affidavit illustrate the magnitude of the backlog that is building up, keeping in mind the number of matters historically finalised per week before April 2025.

[121] Naturally, it is impossible to form a view on whether or not mediation is successful without comparing the number of cases where mediation was successful with the number of cases where it was not. This will include all the cases where the RAF has failed to mediate and where orders were obtained in the Special Interlocutory Court (by all accounts, there are hundreds such orders weekly).

AD PARAGRAPHS 35 AND 36

[122] There is no basis to limit the RAF's liability to R15 000 per mediation premised on the fact that that is what it is prepared to pay. No other litigant is privy to such special treatment.

[123] It is also not clear what is meant by "R15 000 per mediation *on a sliding scale*".

[124] The statement "There is no confusion here", is misconceived. The applicants did not claim confusion. They merely pointed out that there was no record of an agreement between the RAF and the office of the Judge President.

[125] The remaining allegations contained in the paragraph under reply are irrelevant.

AD PARAGRAPH 40.1

[126] I deny that PIPLA has represented a bias or misleading perspective.

[127] It is irrelevant that the example provided emanate from only two firms. What is relevant is that 1 088 examples have been provided of amplified Rule 41A notices where the RAF has responded to 3% of them.

[128] A further example that illustrates the RAF's failure to mediate is the number of matters on roll in the Special Interlocutory Court on a daily basis. This example is not limited to two firms.

AD PARAGRAPH 41.2

[129] As stated, the RAF has thus far failed to mediate in the majority of matters in which amplified Rule 41A notices have been delivered. This renders access to the Special Interlocutory Court crucial for bringing matters to finality.

[130] The number of matters in the Special Interlocutory Court each day, speaks loudly for itself.

[131] Paragraph 29 of the RAF's further affidavit does not refer to matters from 2019 to 2023. It merely refers to 19 settlement offers made to Schutte de Jong.

AD PARAGRAPH 42.2

[132] It is not difficult to understand that, if 300 cases were finalised per week (85% of them by settlement according to the Directive) historically, the same number of mediations are

required for road accident victims to be awarded their compensation – if the Directive and Protocol were to be successful.

[133] The fact that the Directive and Protocol are not successful is illustrated by the number of cases where one of the parties do not mediate. Those cases, almost without fail where the RAF is the defendant, land in the Special Interlocutory Court.

[134] The last sentence of the paragraph under reply is unintelligible.

AD PARAGRAPH 43.3

[135] There are no reports referred to in paragraph 29 of the RAF's further affidavit.

[136] Both the Soowamber and Botha matters have been dealt with above. The RAF only made acceptable settlement offers at the trial.

AD PARAGRAPH 43.4

[137] The notion that plaintiffs' legal representatives are to blame for matters not settling has been rebutted conclusively. This much is clear from the applicants' reply to the eight "examples" cited in the RAF's answering affidavit.

[138] The Soowamber and Botha cases serve as further rebuttal of the RAF's ill-conceived idea that plaintiffs are to blame for matters not settling.

[139] If the RAF truly make reasonable settlement offers, it will enjoy protection from further costs of litigation. Its failure to do so, remains unexplained.

AD PARAGRAPH 43.5

[140] The examples provided by the applicants show that a day must be set aside for mediation. The RAF has not put up any evidence refuting this fact.

AD PARAGRAPH 44.1

[141] The RAF remains unable to explain why fewer mediations are required per week than the number of matters that was historically on the roll each week.

AD PARAGRPH 44.2 AND 44.3

[142] The Directive does not encourage mediation. It compels it.

[143] It is true that most RAF matters are capable of settlement. Regrettably, it is also true that the RAF usually waits until the day of trial before a reasonable offer of settlement is made.

[144] Thus, absent some form of compulsion (be it a mediation date or trial date) the RAF simply does not assess claims properly. As illustrated by the Soowamber and Botha cases, compulsion through mediation is often not enough.

AD PARAGRAPH 44.4

[145] The reality is that, absent a mediator's certificate of outcome, plaintiffs will lose their trial dates.

[146] The allegations contained in the paragraph under reply illustrate the shortage of available mediators.

AD PARAGRAPH 45.2

[147] PIPLA has done nothing to "orchestrate the RAF's failure". The RAF has done this all on its own through years of mismanagement.

AD PARAGRAPH 45.3 AND 45.4

[148] All that has been illustrated is that the RAF has no accurate record of the number of amplified Rule 41A notices it receives.

[149] The amplified Rule 41A notices and Court orders referred to in the applicants' supplementary affidavit will be made available to the RAF.

AD PARAGRAPH 47.2

[150] PIPLA has merely recorded the facts which show that the Directive and Protocol are unworkable. The RAF's failure to mediate also serves as an illustration that it simply cannot keep up.

[151] It is immaterial whether Schutte de Jong acts as correspondent or not. The fact remains that the RAF has failed to respond to amplified Rule 41A notices delivered to it by that firm.

AD PARAGRAPH 49.2 AND 49.4

[152] The fact that the RAF has no idea of the majority of amplified Rule 41A notices it receives, is an obvious indication that it will not mediate in the majority of cases. A further illustration of this fact is the number of RAF cases on the Special Interlocutory Court roll.

[153] The fact that the RAF has made settlement offers hardly deserves an accolade. That is what it is supposed to do. The evidence shows that the RAF's settlement offers are often unreasonable, or is made at too late a stage to result in any significant saving in costs.

AD PARAGRAPH 50.2

[154] The deponent to the RAF's further affidavit evidently does not understand the hearsay rule. If something was said to me, the fact that it was said is not hearsay, for I was present and heard it being said. Tellingly, it is not denied that the Soowamber matter was the RAF's first mediation.

AD PARAGRAPHS 50.3 TO 50.5

[155] I have illustrated above that the RAF's settlement offer made at the mediation in the Soowamber matter was wholly inadequate. The day before trial, the RAF made a

settlement offer of R7.2 million, more than double its initial offer of R3.1 million. Had that offer been made at the mediation, the RAF could have avoided the costs of trial.

AD PARAGRAPH 51.2 TO 51.4

[156] I have dealt with the mediation in the Botha matter above. At the trial, the RAF increased its settlement offer made the day after mediation by more than 50%.

AD PARAGRAPH 52.2

[157] I have dealt with mediation in the Da Gama matter above.

[158] The impression set out in paragraph 27 of the applicants' supplementary affidavit is my own, gleaned from my experience and discussions with colleagues. The fact that the RAF was only able to identify four cases (from April to November 2025) where mediation resulted in full settlement of the cases, shows that my impression was justified and entirely correct.

AD PARAGRAPH 54.2

[159] The "facts" upon which the RAF relies for contending that mediation is beneficial, are illusory or have not been disclosed. In the Soowamber and Botha matters, for example, the matters still went to trial, but the with the additional costs of the mediation process.

[160] The RAF also seems to lose sight of the costs incurred daily in the Special Interlocutory Court, for which it will ultimately be liable. Those costs, no doubt, by now must have run into millions of Rands.

AD PARAGRAPH 55.2

[161] The registrar explained the refusal to allocate dates. The resources referred to are judicial resources. In short, it means that there are more cases requiring allocation in the Special Interlocutory Court than what that Court can handle.

AD PARAGRAPH 56.1

[162] The deponent to the RAF's further affidavit says there is "a dearth of evidence to rebut the assertion that the RAF will not contribute to a portion of the mediation expenses". According to the Oxford Dictionary, "dearth" means scarcity or lack of something. Thus, according to the RAF, there is a scarcity or lack of evidence to rebut the assertion that it will not contribute to mediation costs. I agree.

[163] As stated, to conflate something means to combine two or more texts or ideas. One thing, on its own, is incapable of being conflated.

AD PARAGRAPH 57.1

[164] It is correct that plaintiffs have the option of declaring the RAF a delinquent party when it does not cooperate. This happens many times a day in the Special Interlocutory Court. Had the RAF mediated the roughly 80 cases per day in the Special Interlocutory Court in Pretoria alone, its contribution to the costs of those mediations would have been R1.2 million per day.

[165] Taking into account the preparation of papers to present a case in the Special Interlocutory Court, coupled with preparation and appearance fees, the costs for a case in the Special Interlocutory Court would be roughly the same, if not more.

[166] It is difficult to fathom why the RAF prefers incurring costs running into millions of Rands per day, rather than assessing cases early on without any form of compulsion.

AD PARAGRAPH 57.2 TO 57.4

[167] The difficulty is that the RAF will not agree to mediation, unless its contribution to the costs of mediation, even in the event of taxation (if mediation is unsuccessful and the matter goes to trial), is limited to 50% of the total costs of mediation.

[168] Thus, if a plaintiff is successful on trial and awarded his or her costs, the RAF seeks to manufacture a situation where it will only be liable for 50% of the taxed mediation costs. If this is not agreed to, the RAF simply refuses to "agree" to compulsory mediation.

[169] If these paragraphs under reply constitute a departure from the RAF's previous position (which is by no means clear), the departure is welcomed.

AD PARAGRAPH 58.2

[170] The basis of the applicants' application is that the Directive and Protocol are unconstitutional and ultra vires. In addition, compulsory mediation, on the scale required, is unworkable. These contentions have been vividly illustrated, the latter particularly by the fact that the RAF does not mediate the majority of claims against it – either because the RAF is unwilling or unable to do so.

Wherefore it is respectfully submitted that Applicants' case is well founded and that the relief claimed in the notice of motion should be granted.

DEPONENT

I certify that:

1. The Deponent acknowledged to me that:
   a. He knows and understands the contents of this declaration;
   b. He has no objection to taking the prescribed oath; and
   c. He considers the prescribed oath to be binding on his conscience.
2. The Deponent thereafter uttered the words "I swear that the contents of this declaration are true, so help me God".
3. The Deponent signed this declaration in my presence at the address set out hereunder on 24 NOVEMBER 2025

COMMISSIONER OF OATHS

Designation and Area:
Full names:
Street Address:

YUSUF AREFF
COMMISSIONER OF OATHS
PRACTISING ATTORNEY
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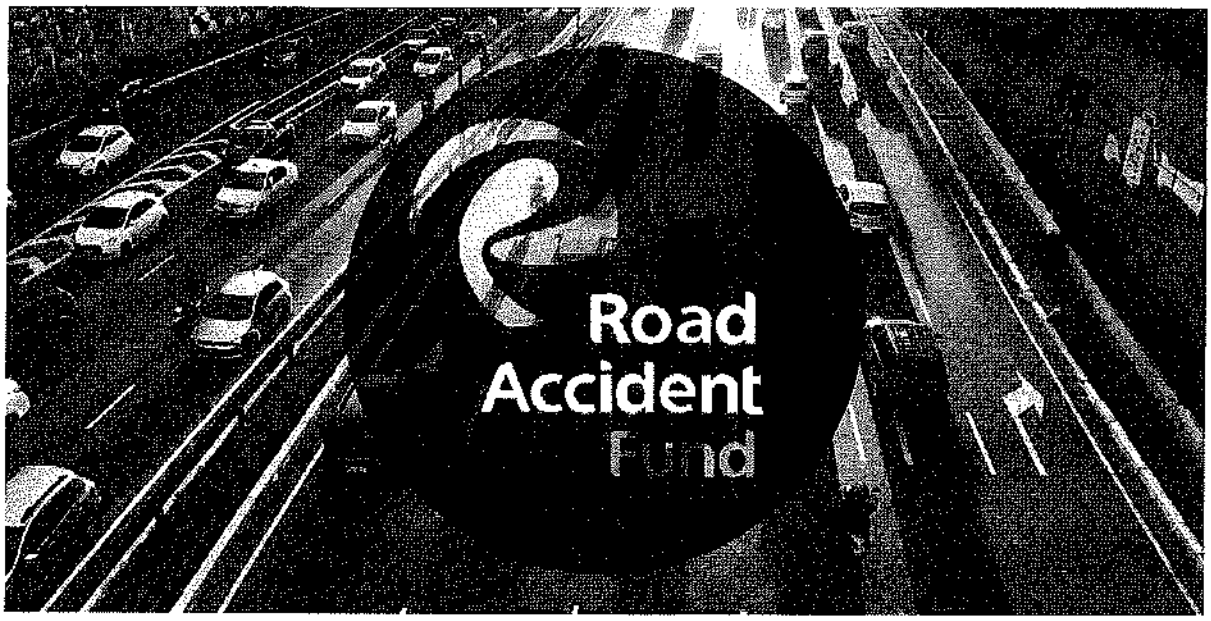
"SRA 1"

Business Maverick

COLLISION COURSE

Four RAF executives suspended amid probe into R500bn liabilities and spending abuse

The Road Accident Fund's board has hit the brakes on four top executives amid a scandal involving creative accounting and a claims system that seems to be stuck in a traffic jam of its own making, leaving the agency's integrity hanging by a thread and its liabilities soaring into the stratosphere.



(Photo: Unsplash / Victor Sanchez | RAF logo)



By Nonkululeko Njilo

9 Nov 2025

In the wake of explosive evidence of the Road Accident Fund's accounting practices and its collapsing claims system, the board has suspended four top executives – the acting CEO, the chief financial officer (CFO), chief governance officer and the head in the office of the CEO – on precautionary terms with immediate effect.

City Press has named three of them: acting CEO Phathutshedzo Lukhwareni, CFO Bernice Potgieter and chief governance officer Mampe Kumalo.

The RAF noted on Friday afternoon: "These precautionary measures do not in any way constitute a finding of wrongdoing against the affected officials but are intended to ensure the integrity and transparency of the investigative process. However, it reflects the Board's determination to act in the best interests of the organisation, safeguard public trust and uphold the highest standards of ethical conduct in the management of public funds."

The move comes after the testimony of Ian Barriel, a former senior manager at the RAF, on Friday, 7 November.

Barriel's testimony on Friday reflected that:

- **There was no proper transition when panel attorneys were dumped**
  Barriel says there was no adequate transition plan when RAF cancelled its panel of external attorneys; recruitment for in-house/state-attorney capacity started only when those contracts were ending or already ended, leaving a gap in RAF's ability to defend claims.

- **Disciplinary processes in theory vs practice**
  In theory, a line manager at the RAF is meant to identify misconduct and work with Employee Relations (ER) to investigate, draft charges and run a fair hearing. In practice, Barriel confirmed that, in some cases, executives or the CEO instructed that certain employees be disciplined, with ER and line managers then expected to act on that instruction.

- **Suspensions massively exceeded RAF's own policy**
  RAF policy says suspensions should not exceed six months, except in limited circumstances. Barriel acknowledged some staff were suspended for years. Barriel said although HR often recommended their return, these recommendations were ignored.

- **CEO/executive pressure**
  He testified that employees perceived as not supporting the "transformation/transition" agenda or questioning certain decisions could be labelled "anti-transformational" and then find themselves targeted – including resistance to reinstatement even after they'd won at CCMA or in the courts.

- **Use of external lawyers internally**
  Under the most recent CEO, the RAF used panels of external labour attorneys to initiate and chair internal disciplinary hearings, justified on the basis that RAF "cannot prosecute itself". This substantially raised costs and tilted the playing field against ordinary employees.

- **Public money used to 'out-litigate' staff**
  Barriel accepted the committee's characterisation that the RAF used public funds (fuel-levy money) to sustain long, expensive legal battles against suspended employees – running matters through CCMA, Labour Court, Labour Appeal Court and beyond instead of accepting adverse findings, while employees with limited means were worn down emotionally and financially.

- **Creation of 'specialist' posts**
  He explained that seven specialist adviser posts reporting directly to the CEO were created during the transition, job-profiles drafted and graded by an external provider, and recruitment run via an agency under a "scarce/specialist skills" route. Separately, the CEO requested PRASA to second Stephen Msiza, a security specialist, to the RAF, with that security function reporting directly to the CEO.

Over the past few weeks Parliament has heard damning testimonies which have revealed how the RAF manipulated accounting standards to conceal the scale of its liabilities, among other things.

Former chief actuary and senior actuarial manager Itayi Charakupa warned that if the fund processed all outstanding claims, it would run out of cash almost immediately.

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The numbers to date support his account. While the RAF's strategy targeted 120-day turnaround times, claims have instead taken an average of three years or more. Liabilities sit in limbo, unrecorded and growing.

Charakupa also told Parliament that from 2020 to 2024, newly registered claims dropped by 65% and finalised claims by 58% – which he described as the result of a deliberate effort to sustain an unlawful accounting standard.

The board said the suspensions were made to allow "an independent and unhindered investigation into certain administrative and governance matters within the organisation".

Read more: Making sense of the Road Accident Fund crisis

In 2022/23, the Auditor-General gave the RAF a disclaimer of audit opinion. Key issues include rising legal costs, matters related to procurement, failure to fill critical vacancies and ensure staff had been properly vetted, and rising legal costs.

The RAF's liabilities are estimated to exceed R500-billion. The Auditor-General flagged R340-billion in liabilities for 2022/23 alone.

Read more: The R500bn Road Accident Fund accounting question nobody wants to answer

The last time the RAF received a clean audit was for the 2018/19 financial year.

According to the board, interim measures are in place to maintain operations and ensure continuity in all aspects. "The RAF remains committed to sound corporate governance, accountability, and the highest ethical standards in all its operations."

Last month, Daily Maverick reported how RAF management ditched the government-approved accounting framework in favour of Ipsas 42, an international public-sector standard never sanctioned by National Treasury.

That switch slashed the fund's stated claims liability from R330-billion to R27-billion, as if cooking the rulebook could change the dish.

The Auditor-General's office called the manoeuvre "not suitable for our schemes" and warned that liabilities excluded under Ipsas, such as accidents that have occurred but not yet resulted in claims, were effectively being hidden off the books.

Parliament's probe into the RAF did not stop at the balance sheet. When MPs looked at procurement an equally troubling picture emerged, marked by excess, weak controls and a public institution treating its budget as flexible.

advertisement

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Two marketing contracts with Media Mix 360 and Dzinga Productions were each priced at an eye-watering R500-million over five years. In one year alone the RAF channelled R161-million to Media Mix 360, pushing past its own budget ceiling by 60%.

Then came the invoices. Bucket hats at R11,500 each, branded water bottles for R85. Even RAF spokesperson McIntosh Polela, sitting before MPs, conceded that the numbers "seem exorbitant".

The pattern extended into the office of former CEO Collins Letsoalo. His security budget, meant to be capped at R480,000 a year, surged to R150,000 a month. The bills included a hired BMW 5 Series and hotel stays for bodyguards – luxuries paid for by a fund meant to support the injured and vulnerable.

DSC Attorneys partner Kirstie Haslam told the committee that the RAF's woes stemmed not from the Road Accident Fund Act itself but from rampant incompetence.

While parliamentary hearings often do not yield positive outcomes and their recommendations are not binding, committee chairperson Songezo Zibi previously told the publication that the committee would push for strong action against the leaders of the embattled government agency.

The inquiry continues. **DM**

"SRA 2"

IN THE HIGH COURT OF SOUTH AFRICA
(GAUTENG DIVISION, PRETORIA)

In the matter between: - **CASE NUMBER: 18323/19**

MK SOOWAMBER Plaintiff

and

ROAD ACCIDENT FUND Defendant
LINK NO: 5188147

OFFER OF SETTLEMENT IN TERMS OF RULE 34

KINDLY TAKE NOTICE THAT Defendant, without prejudice or admission of liability, and by way of full and final settlement of the Plaintiff's claim hereby offers:

1.

MERITS : 90/10 APPORTIONMENT

The Defendant will be liable for 90% of the plaintiff's proven or agreed damages.

2.

Payment to the Plaintiff in the amount of **R4 183 869.19** which amount is made up as follows:

LOSS OF EARNINGS	:	R3 148 743.55
GENERAL DAMAGES	:	R1 500 000.00

SUBTOTAL	:	R4 648 743.55
LESS 10% APPORTIONMENT	:	R464 874.36
TOTAL	**:**	**R4 183 869.19**

Payment of the capital amount of **R4 183 869.19** as reflected above shall be affected after 180 (one hundred and eighty) calendar days after the acceptance of this offer by way of electronic transfer into the Plaintiff's attorneys trust banking account.

3.

Defendant furnishes Plaintiff with an Undertaking in terms of the Provisions of Section 17(4)(a) of Act no. 56 of 1996, as amended by Act 19 of 2005, in respect of Plaintiff's accident-related Future Hospital, Medical and Other related expenses **limited to 90%**, as a result of the injuries sustained in the accident on **30/01/2020.**

4.

In the event of the Offer of Settlement being accepted by the Plaintiff, the Defendant also undertakes to pay the Plaintiff's taxed or agreed party and party costs to date of delivery of this tender, which costs shall include the reasonable costs of one consultation with the Plaintiff for discussion of this Offer of Settlement.

5.

TAKE FURTHER NOTICE that the Plaintiff may accept this offer within 15(fifteen) days after receipt of this Notice, or thereafter only with a written consent by the

Defendant or Order of Court, on such conditions as may be fair.

6.

TAKE FURTHER NOTICE that this offer is made without prejudice and without admitting liability, and it shall not be disclosed to the Court at any time before judgement has been given. No reference to this offer shall appear on any file in the office of the Registrar containing the papers in the above case.

7.

TAKE FURTHER NOTICE that if the Plaintiff, contrary to this Rule, personally or through any person representing it, discloses this offer to the Judge or the Court, the Plaintiff shall be liable to have costs given against it even if it is successful in the action.

8.

TAKE FURTHER NOTICE that if the Plaintiff does not accept this offer, the Defendant reserves its rights to hand this Notice up to the Court and bring to its attention, after judgement has been given, that an offer has been made that is relevant to the question of costs.

DATED at PRETORIA on this the 11th day of JULY 2025.

STATE ATTORNEY, PRETORIA

Attorneys for Defendant
SALU Building
316 Thabo Sehume Street
PRETORIA
0002
Docex 298, Pretoria
Tel: 012 429 5000
Email: ThatoG@raf.co.za
Link: 5188147
Ref: RAF15014/2022/Soowamber MK/Z11/Thato Gaokgwathe

TO: **THE REGISTRAR OF THE ABOVE HONOURABLE COURT**
PRETORIA

AND TO: **DE BROGLIO ATTORNEYS INC.**
Plaintiff's Attorneys
Brookfield Office Park
Ground Floor, South Block
272 Bronkhorst Street
Nieuw Muckleneuk
PRETORIA
Tel: 011 446 4200
Fax: 011 788 7274
E-mail: prishani@onlinelaw.co.za
REF: S1496/P Singh/Soowamber

"SRA 3"

IN THE HIGH COURT OF SOUTH AFRICA
(GAUTENG DIVISION, PRETORIA)

In the matter between: - **CASE NUMBER: 61856/21**

MK SOOWAMBER Plaintiff

and

ROAD ACCIDENT FUND Defendant
LINK NO: 5188147

REVISED OFFER OF SETTLEMENT IN TERMS OF RULE 34

KINDLY TAKE NOTICE THAT Defendant, without prejudice or admission of liability, and by way of full and final settlement of the Plaintiff's claim hereby offers:

1.

The Parties having settled the liability at 90/10 in favour of the Plaintiff, general damages at R1 350 000.00 (R1 500 000.00 less 10%) and a section 17(4)(a) limited to 90% in respect of future medical treatment and related expenses, the Defendant hereby makes the following offer;

2.

Payment to the Plaintiff in the amount of **R7 288 227.00** which amount is made up as follows:

LOSS OF EARNINGS	:	R7 288 227.00

TOTAL : **R7 288 227.00**

Payment of the capital amount of **R7 288 227.00** as reflected above shall be affected after 180 (one hundred and eighty) calendar days after the acceptance of this offer by way of electronic transfer into the Plaintiff's attorneys trust banking account.

3.

In the event of the Offer of Settlement being accepted by the Plaintiff, the Defendant also undertakes to pay the Plaintiff's taxed or agreed party and party costs to date of delivery of this tender, which costs shall include the reasonable costs of one consultation with the Plaintiff for discussion of this Offer of Settlement.

4.

TAKE FURTHER NOTICE that the Plaintiff may accept this offer within 15(fifteen) days after receipt of this Notice, or thereafter only with a written consent by the Defendant or Order of Court, on such conditions as may be fair.

5.

TAKE FURTHER NOTICE that this offer is made without prejudice and without admitting liability, and it shall not be disclosed to the Court at any time before judgement has been given. No reference to this offer shall appear on any file in the office of the Registrar containing the papers in the above case.

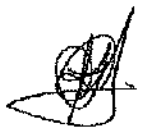
6.

TAKE FURTHER NOTICE that if the Plaintiff, contrary to this Rule, personally or through any person representing it, discloses this offer to the Judge or the Court, the Plaintiff shall be liable to have costs given against it even if it is successful in the action.

7.

TAKE FURTHER NOTICE that if the Plaintiff does not accept this offer, the Defendant reserves its rights to hand this Notice up to the Court and bring to its attention, after judgement has been given, that an offer has been made that is relevant to the question of costs.

DATED at PRETORIA on this the 22ND day of AUGUST 2025.



STATE ATTORNEY, PRETORIA
Attorneys for Defendant
SALU Building
316 Thabo Sehume Street
PRETORIA
0002
Docex 298, Pretoria
Tel: 012 429 5000
Email: ThatoG@raf.co.za
Link: 5188147
Ref: RAF15014/2022/Soowamber MK/Z11/Thato Gaokgwathe

TO: **THE REGISTRAR OF THE ABOVE HONOURABLE COURT PRETORIA**

AND TO: **DE BROGLIO ATTORNEYS INC.**

Plaintiff's Attorneys
Brookfield Office Park
Ground Floor, South Block
272 Bronkhorst Street
Nieuw Muckleneuk
PRETORIA
Tel: 011 446 4200
Fax: 011 788 7274
E-mail: prishani@onlinelaw.co.za
REF: S1496/P Singh/Soowamber

'XY' 26/08/2025

"SRA 4"

PH 770
DX 400
JHB
De Broglio
Att Inc
011 446
4200

IN THE HIGH COURT OF SOUTH AFRICA
(GAUTENG DIVISION, PRETORIA

Case number: **61856/2021**

ON THIS THE 26TH DAY OF AUGUST 2025
BEFORE THE HONOURABLE JUSTICE Molopa - Sethosa, ADJP
IN COURT 8G .

In the matter between:

SOOWAMBER, MAYUR KIRAT — **PLAINTIFF**

and

ROAD ACCIDENT FUND — **DEFENDANT**

2025 -08- 26

COURT ORDER

By agreement between the parties the following order is granted:

1. The Defendant is liable for 90% of the Plaintiff's proven or agreed damages.

2. The Defendant shall pay to the Plaintiff the total amount of **R 8 638 227.00 (Eight million, six hundred and thirty-eight thousand, two hundred and twenty-seven rand only.)** In respect of loss of earnings and general damages together with interest *ad tempore morae* to date of payment, calculated in accordance with the Prescribed Rate of Interest Act 55 of 1975.

3. The amount at paragraph 2 is made up as follows:

3.1 General damages- R 1 350 000.00 (Being R1 500 000.00 -10%)

3.2 Loss of earnings- R 7 288 227.00 (This is the post- apportioned amount as calculated by the actuary due to the capping that applied.)

4. The Defendant is ordered in terms of section 17(4)(a) of the Road Accident Fund Act 56 of 1996, to reimburse the Plaintiff 90% for the costs of any future accommodation of the Plaintiff in a hospital or nursing home, or treatment or rendering of service to him or supplying goods to him arising out of injuries sustained by him in the motor vehicle accident, after such costs have been incurred and upon proof thereof.

5. Payment will be made directly to the trust account of the Plaintiff's attorneys within 180 (hundred and eighty) days from the date of the granting of this order, the details of such trust account being:

2025 -08- 26

Holder	De Broglio Inc. Attorneys
Account Number	1096 451 867
Bank & Branch	Nedbank – Northern Gauteng
Code	198 765
Ref	S1496

6. The Defendant is to pay the Plaintiff's agreed or taxed High Court costs as between party-and-party, such costs may include the following: Provided that same is subject to the discretion of the taxing master:

6.1. the preparation, qualifying and reservation fees of the experts, consequent upon obtaining Plaintiff's reports, if any, including the costs of the compilation of such reports, addendum reports and confirmatory affidavits;

6.2. the costs of counsel on scale C, including costs incurred in respect of the settling of the heads of argument for trial.

6.3. The travel and accommodation costs of the Plaintiff in respect of attending medico-legal appointments.

7. The Plaintiff shall, in the event that the costs are not agreed:

7.1. serve the Notice of Taxation on the Defendant and/or the Defendant's attorney of record; and

7.2. allow the Defendant one hundred and eighty (180) days to make payment of the taxed costs after service of the taxed bill of costs.

8. It is recorded that the Plaintiff did enter into a contingency fee act agreement with his attorney of record.

9. The issues of past hospital and medical expenses are separated and postponed *sine die*.

2025 -08- 26

BY ORDER

GD-PRET-018

REGISTRAR OF THE HIGH COURT

Plaintiff's Counsel: Adv. D J Erasmus- 084 510 2401

Plaintiff's attorney: De Broglio Attorneys- P Singh- prishani@onlinelaw [illegible] 35 22 397

Defendants state attorney: Thato Gaokgwathe- thatog@raf.co.za

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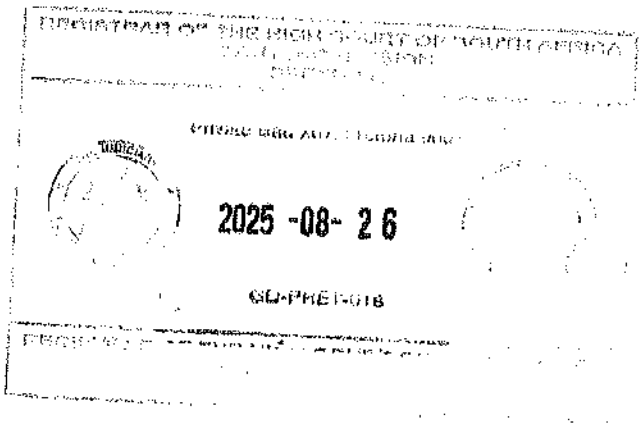


"SRA 5"

LOSS OF EARNINGS CALCULATOR

Pre-morbid Earnings (Had Accident not occurred)				
Past Loss of Earnings	R	-	R	-
Less Contingency		5.00%	R	-
Subtotal			R	-
[illegible]	R	[illegible]	R	[illegible]
[illegible] Contingency		30.00%	R	[illegible]
Subtotal			R	4,427,254.30
Total Pre-morbid Earnings			R	**4,427,254.30**
Post-morbid Earnings (Having regard to the Accident)				
Past Loss of Earnings	R	-	R	-
Less Contingency		0.00%	R	-
Subtotal			R	-
Future Loss of Earnings	R	6,324,649.00	R	6,324,649.00
Less Contingency		35.00%	R	2,213,627.15
Subtotal			R	4,111,021.85
Total Post-morbid Earnings			R	**4,111,021.85**
TOTAL LOSS OF EARNINGS			R	316,232.45

Enter input in green background cells

"SRA 6"

Road Accident Fund

Email Address: frankp@raf.co.za
Contact Number: 012 429 5576

24/07/2025

Claimant: BOTHA J OBO MINOR
Link Number: 4782898
Claim number: 325/12870231/04/1

Dear Sir/Madam,

The above matter refers.

I, Frank Phago, in my capacity as Claims Officer employed by the Road Accident Fund do hereby tender on the above matter as follows:

Merits	: 100% in favour of the Claimant
General Damages	: Reject
Loss of Earnings	: R 997 701.20
Future Medical expenses	: Undertaking
Subtotal	**: R 997 701.20**
TOTAL	**: R 997 701.20**

Costs is also tendered on Applicable Court Scale and are also subjected to the discretion of the taxing master. The offer is made as a full and final.

We trust that you will find same in order.

Yours Sincerely,
Frank Phago
Claims Officer

Board Members: Ms Thembelihle Msibi (Chairperson), Dr Nomonde Mabuya-Moloele (Vice Chairperson), Mr Hilmi Daniels, Ms Lorraine Francois Mr Kholso Mothobi, Mr Moses Nyama, Dr Maria Peenze, Mr Thulani Tshabalala, Mr Bosa Ramantsi (Director-General's Representative)

LOSS OF EARNINGS CALCULATOR

Pre-morbid Earnings (Had Accident not occurred)				
Past Loss of Earnings	R	-	R	-
Less Contingency		25.00%	R	-
Subtotal			R	-
Future Loss of Earnings	R	9 977 012.00	R	9 977 012.00
Less Contingency		15.00%	R	1 496 551.80
Subtotal			R	**8 480 460.20**
Total Pre-morbid Earnings			R	**8 480 460.20**
Post-morbid Earnings (Having regard to the Accident)				
Past Loss of Earnings	R	-	R	-
Less Contingency		0.00%	R	-
Subtotal			R	-
Future Loss of Earnings	R	9 977 012.00	R	9 977 012.00
Less Contingency		25.00%	R	2 494 253.00
Subtotal			R	**7 482 759.00**
Total Post-morbid Earnings			R	7 482 759.00
TOTAL LOSS OF EARNINGS			R	**997 701,20**

Enter input in green background cells

"SRA 7"

Prishani Singh

From: Lutho Klaas <luthok@raf.co.za>
Sent: Wednesday, 12 November 2025 15:27
To: Prishani Singh; Adv Francois Grobler SC
Subject: FW: J BOTHA - LINK: 4782898 //DJ 11 NOV 25

Importance: High

Good day

Kindly note that I hold instructions to tender the following on a " Without Prejudice " basis :

1. Merits: 100%;
2. General Damages: Nil;
3. Loss of Earnings: R1 531 801.50
4. Future Medical Expenses: Undertaking ito section 17(4)a;

Costs: high Court;

TOTAL: **R 1 531 801.50**

Kindly consider same and revert.

Regards,

Mr Lutho Klaas
RAF State Attorney
State Attorney's Office: Johannesburg
North State Building
95 Market Street (C/O Kruis Street)
Johannesburg
2001
Docex, Johannesburg
Tel: (067) 383 2849
E-mail: Luthok@raf.co.za

the dojcd
Department:
Justice and Constitutional Development
REPUBLIC OF SOUTH AFRICA

"SRA 8"

Prishani Singh

From: Lutho Klaas <luthok@raf.co.za>
Sent: Wednesday, 12 November 2025 15:27
To: Prishani Singh; Adv Francois Grobler SC
Subject: FW: J BOTHA - LINK: 4782898 //DJ 11 NOV 25

Importance: High

Good day

Kindly note that I hold instructions to tender the following on a " Without Prejudice " basis :

1. Merits: 100%;
2. General Damages: Nil;
3. Loss of Earnings: R1 531 801.50
4. Future Medical Expenses: Undertaking ito section 17(4)a;

Costs: high Court;

TOTAL: **R 1 531 801.50**

Kindly consider same and revert.

Regards,

Mr Lutho Klaas
RAF State Attorney
State Attorney's Office: Johannesburg
North State Building
95 Market Street (C/O Kruis Street)
Johannesburg
2001
Docex, Johannesburg
Tel: (067) 383 2849
E-mail: Luthok@raf.co.za

the dplcd
Department:
Justice and Constitutional Development
REPUBLIC OF SOUTH AFRICA

"SRA 9"

13/11/2025

IN THE HIGH COURT OF SOUTH AFRICA
(GAUTENG LOCAL DIVISION, JOHANNESBURG)

Case number: **38913/19**

ON THIS THE 13TH DAY OF NOVEMBER 2025
BEFORE THE HONOURABLE ACTING JUSTICE BHOOLA
IN CHAMBERS

In the matter between:

BOTHA, JENNIFER OBO
BOTHA, DAMIAN DANEEL **PLAINTIFF**

and

ROAD ACCIDENT FUND **DEFENDANT**
(Link number: 4782898)

Private Bag X7, Johannesburg 2000
2025 -11- 13
GLD-JHB-007

ORDER

By agreement between the parties the following order is granted:

1. The Defendant shall pay to the Plaintiff the total amount of R1 531 801.50 (one million, five hundred and thirty one thousand, eight hundred and one rands and fifty cents) respect of loss of earnings with interest calculated from 180 days after date of this court order calculated in accordance with the Prescribed Rate of Interest Act 55 of 1975.

2. Payment will be made directly to the trust account of the Plaintiff's attorneys within 180 (hundred and eighty) days from the granting of this order, the

details of such trust account being:

Holder	De Broglio Inc. Attorneys
Account Number	1096 451 867
Bank & Branch	Nedbank – Northern Gauteng
Code	198 765
Ref	B863

3. The Defendant is ordered in terms of section 17(4)(a) of the Road Accident Fund Act 56 of 1996, to reimburse the Plaintiff 100% for the costs of any future accommodation of the minor in a hospital or nursing home, or treatment or rendering of service to him or supplying goods to him arising out of injuries sustained by him in the motor vehicle accident, after such costs have been incurred and upon proof thereof.

Private Bag X7, Johannesburg 2000
2025 -11- 13
QLD-JHB-007

4. The Plaintiff's attorneys of record shall retain the aforesaid amount, net of the attorney's costs and fees, in an interest-bearing account in terms of Section 78(2)(A) of the Attorneys Act, for the benefit of the minor, pending the creation of the trust referred to below shall be registered within a period of 4 (four) months and the issuing of the letter of authority: Provided that the Plaintiffs' attorney of record shall pay the net amount due to the minor, together with any accrued interest, over to the trustees of the trust, upon the establishment of the said trust.

5. The following shall be applicable to the trust:

5.1 The trust shall be created in accordance with the trust deed, which deed shall contain the provisions set out in Annexure "A" attached hereto, and which is to be established in accordance with the provisions of the Trust Property Control Act, number 57 of 1988, with the minor as the sole beneficiary.

5.2. The trust shall have as its trustees:

5.2.1. Jean Vosloo; and with those powers and duties as set out in Annexure "A".

5.3. The trustees shall:

5.3.1. be obliged to render security to the satisfaction of the Master of the High Court: Provided that the minor is exempted from providing such security;

5.3.2. be entitled to administer on behalf of the minor, the undertaking referred to above and to recover the costs covered by such undertaking for the benefit of the minor;

5.3.3. at all times administer the trust for the sole benefit of the minor;

5.3.4. the trustees shall liaise with the minor at least every six months to establish the needs of the minor and will personally consult the minor on an annual basis;

5.4. The Deed of Trust shall not be capable of amendment, save with leave of the Court.

5.6. The costs and charges relating to the administration of the trust and the costs and charges incidental to the formation thereof, shall be borne by the trust out of the capital and/or income, as the trustees may deem appropriate, subject to the above, which fees shall be limited in terms

of the Trust Property Control Act.

5.7. The trust shall terminate when the minor reaches the age of 18.

6. The Defendant is to pay the Plaintiff's agreed or taxed High Court costs as between party and party. All costs are subject to the discretion of the taxing master, such costs to include:

6.1. the costs of senior counsel on scale C, such costs to include the costs of 11 November 2025.

Private Bag X7, Johannesburg 2000
2025 -11- 13

6.2. The reasonable and necessary travel and accommodation costs of the Plaintiff in respect of attending medico-legal appointments;

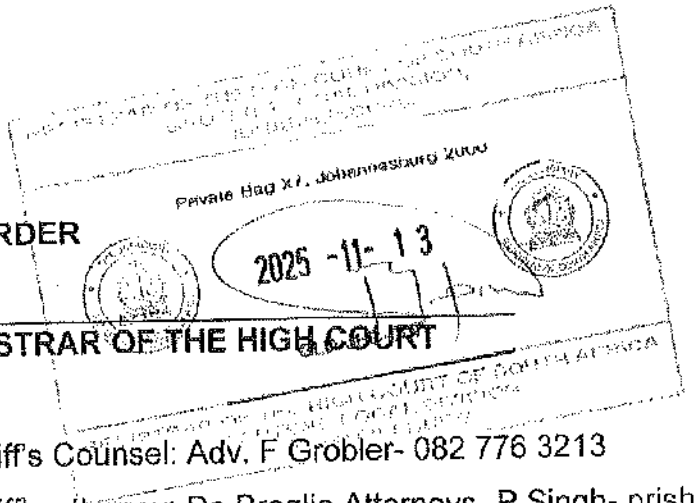
6.3. the preparation, qualifying and reservation fees of the experts, consequent upon obtaining Plaintiff's reports, if any, including the costs of the compilation of such reports, addendum reports and confirmatory affidavits;

6.4. The Plaintiff shall, in the event that the costs are not agreed serve the Notice of Taxation on the Defendants Attorney of record; and

6.5. The Plaintiff shall allow the Defendant 180 (One hundred and eighty) court days to make payment of the taxed costs.

7. The Plaintiff has signed a Contingency Fee Act Agreement.

8. The issues of past hospital and medical expenses are separated and postponed *sine die*.



BY ORDER

REGISTRAR OF THE HIGH COURT

Plaintiff's Counsel: Adv. F Grobler- 082 776 3213

Plaintiff's attorney: De Broglio Attorneys- P Singh- prishani@onlinelaw.co.za

Defendants state attorney- Lutho Klaas- luthok@raf.co.za

"SRA 10"

IN THE HIGH COURT OF SOUTH AFRICA
(GAUTENG DIVISION, JOHANNESBURG)

CASE NO: 23117/2019

In the matter between:

DA GAMA MELISSA JOY obo DA GAMA MALEAH LAMELLE Plaintiff

and

ROAD ACCIDENT FUND Defendant

OFFER OF SETTLEMENT IN TERMS OF RULE 34

WHEREAS the Plaintiff lodged a claim against the Defendant for compensation in terms of section 17(1) of the Act for loss suffered as a result of injuries sustained due to a motor vehicle accident that occurred on the **27th October 2018** between the Plaintiff, as a pedestrian, and a motor vehicle driven by the insured driver.

AND WHEREAS, on the 24th July 2025 the parties settled merits by way of concession of liability by the Defendant.

AND WHEREAS, the parties also settled the claim for future medical expenses by way of undertaking in terms of section 17(4)(a) of the Act.

NOW, PLEASE KINDLY TAKE NOTICE THAT in terms of Rule 34, the Defendant herewith makes a without prejudice, full and final offer, to settle the Plaintiff's claim for loss of earnings/ earnings capacity, by tendering, as follows:

1. R 974 740.83 (Nine hundred and seventy-four thousand seven hundred and forty rands, eighty three cents), payable within 180 days from the date of settlement, with interest to accrue on the 181st day of default.

2. Costs of suit on party and party scale B, payable within 180 days from the date of settlement or taxation.

KINDLY TAKE NOTICE THAT in terms of Rule 34 (10), no offer or tender in terms of this rule made without prejudice shall be disclosed to the court at any time before judgment has been given. No reference to such offer or tender shall appear on any file in the office of the registrar containing the papers in the said case.

KINDLY TAKE FURTHER NOTICE THAT in terms of Rule 34(11), the fact that an offer or tender referred to in this rule has been made may be brought to the notice of the court after judgment has been given as being relevant to the question of costs.

DATED AT JOHANNESBURG ON THIS 7th August 2025.

STATE ATTORNEY

Per: L Mtshemla

E-mail: limnandim@raf.co.za

nobantum@raf.co.za

85 Albertina Sisulu

12 North state Building

JOHANNESBURG

REF: **4675121** /L Mtshemla

To: **DE BROGLIO ATTORNEYS INC.**

Plaintiff's attorneys

127 Jan Smuts Avenue

Parkwood

Johannesburg

E-mail: prishani@onlinelaw.co.za

REF: D957/9 SINGH/km/DA GAMA

"SRA 11"

D NUMBER	NO	CASE NUMBER	PLAINTIFF
D8856	1	7987/2017	JERRY BOY VILANE
D8750	2	87365/2016	NOZIZWE WINNIE KHATHWAYO
D9855	3	26989/2019	POLIN BETTY NYUNDU1ST MILLICENT MKANSI2ND MENZI PAUL MKANSI3RD
D8230	4	11385/2016	WILZARD THABANG MATHE
D8329	5	44967/2016	EMMANUEL MUSHO NDLOVU
D9387	6	18667/2018	VELI MAPHANGA
D8989	7	28836/2017	WILLEM FRANCOIS BOUWER N.O. (EXECUTOR FOR ESTATE LATE DUMISANE MBOWANE)
D9218	8	77481/2017	RHODAH NOMPHUMELELO KHOZA OBO AMANDA PRINCESS MAVUNGA
D7698	9	26735/2015	BAGEZILE MILLICENT MHLANGA OBO SIMTHANDA THEMBELA SIYANDA MHLANGA
D7750	10	27379/2015	MERRLINE FAITH SIBUYA
D7735	11	26477/2015	TSHEPO MAKGAMATHA JOSIAS MASEKELA
D9079	12	37372/2018	THIYASIZWE KHWEZILOKUSA KUBEKA
D10396	13	1579/2021	TSHEPISHO MASHILO BOLOKA
D9421	14	18473/2018	LOZIKA LOSTA KHUMALO
D10149	15	63490/2019	ADV M S JANSE VAN RENSBURG N.O. (CURATRIX AD LITEM FOR ABEDNIGO CLEARANCE NDZIYANE)
D10083	16	40302/2019	AGREEMENT NGWENYA
D8458	17	50622/2016	NZOBIYANE MASEKELA
D9811	18	20790/2019	OFFERED GARIKAI NYASHANU
D9687	19	4562/2019	LINAH THANDIWE MTHETHWA
D9778	20	19458/2019	NARE JOHANNA MOKGOBU
D8224	21	11474/2016	NTHABISENG MARTHA MAKHOBA
D9410	22	99677/2015	MATENATENE JAMES NKOSI N.O. (EXECUTOR FOR ESTATE LATE LYDIA RAMAREDI NKOSI)
D8930	23	15929/2017	SITHEMBISO SHADRACK SIGAUKA
D9024	24	31445/2017	MBONGENI LURAMBA
D9719	25	12568/2019	BILLY HAROLD RIET OBO RANDY HENDRY RIET
D8348	26	27746/2016	ADV A COERTZE N.O. (CURATOR AD LITEM FOR RITHABILE NGOBENI)
D8694	27	81844/2016	TERRENCE HAZEL MAVIMBELA
D9430	28	21856/2018	SIYABONGA FELIX DLAMINI
D8991	29	28837/2017	PREVENCE KUBAYI
D8643	30	74131/2016	SIZAKELE PREMY MATHEBULA OBO SIYABONGA JUNIOR GAMA
D9375	31	8618/2018	DENNIS JABULANE MAHAMBA
D9940	32	26813/2019	RONETH MOENG
D6208	33	59591/2013	LEKGOWANA JACK MAPHALLE
D7809	34	43417/2015	NKOSIYAZI LINDIWE SONGWE N.O. (EXECUTOR FOR ESTATE LATE J I KHOZA)
D8573	35	61627/2016	STEPHENS MAHLATSE SEKULANE
D9003	36	30773/2017	MAKHOSAZANE MAVIS NKOSI
D10136	37	47916/2019	MICHEAL LUCAS MALULEKA
D6270	38	68611/2013	HLOKOMELO NDHLOVU
D8851	39	7982/2017	MFUNDO HEINIK MGWENYA
D8504	40	53423/2016	PAUL FUNGAYI BVOPFO
D8617	41	70762/2016	MABUYANE ALLETAH MDHLULI
D8569	42	61624/2016	MBALI MTHOMBENI
D8461	43	53342/2016	SINA RABE PEBANE
D8822	44	7992/2017	QUEEN MIRANDA MATHOBELA
D8145	45	99677/2015	M J NKOSI N.O. (FOR ESTATE LATE L R NKOSI)
D8441	46	46424/2016	ABEDNIGO KHWIANE
D9060	47	41233/2017	THABANG FREDERICK KOMAPE
D9997	48	31121/2019	NOMPUMELELO SCHOLASTIC HLATSHWAYO
D9048	49	40994/2017	NTURWANE SHAUN KEKANA
D6128	50	56234/2013	TSAKANI MAGGY MNYUKU (née SHIBURI)
D9256	51	79868/2017	JOHN RICHARD LUKHELE
D8798	52	6620/2017	NTOMBI EGGIE NKOSI
D6813	53	39865/2014	RONALD MAKGABO MALEKA
D8319	54	25702/2016	NOMTHANDAZO BEAUTY NGWENYA
D9089	55	53535/2017	VUSI JUSTICE NGOBENI
D9002	56	30772/2017	TINYIKO PETUNIA MATHEBULA
D9658	57	81671/2018	NELSON MASHEGO
D8962	58	15643/2017	KOLA HELMAN MHLONGO
D9956	59	29431/2019	ADV M S JANSE VAN RENSBURG N.O. (CURATRIX AD LITEM FOR LINAH MONENE MAKATU)
D6954	60	47996/2014	ADV M S JANSE VAN RENSBURG N.O. (CURATRIX AD LITEM FOR VUYO APPRECIATE NGCANE)
D6815	61	39863/2014	SIBONGILE FORTUNATE LUPHOKO
D7690	62	27505/2015	AUBREY ABEL MALAPANE OBO GRACIOUS BAFANA MALAPANE
D9180	63	60738/2017	N P MHAULE N.O. and P G MHAULE N.O. (EXECUTORS FOR ESTATE LATE REFORCE VUSI MHAULE)
D8860	64	8379/2017	ANA LOURENCO MUBSA
D9376	65	8619/2018	WISEMAN BONGANI NKABINDE

D9343	66	3671/2018	TEBOGO PETER PULE
D8644	67	74132/2016	NKOSINATHI LUBISI
D7551	68	2572/2015	WILLEM FRANCOIS BOUWER N.O.(EXECUTOR FOR ESTATE LATE M L MNISI)
D8941	69	15922/2017	THAPELO SYLVIA MAMPA
D9651	70	81678/2018	WILLEM FRANCOIS BOUWER N.O. (EXECUTOR FOR ESTATE LATE M C LBAMBO)
D8572	71	61628/2016	MARTHA NGOBENI
D9797	72	22000/2019	ZWELAKHE PERCIVELL MPANGANE
D8579	73	61835/2016	KHENSANI MONARENG
D8193	74	8783/2016	KAGISO NGOBENI
D6904	75	46613/2014	THEMBEKA BALOYI
D8467	76	53397/2016	AGNES BUSIWE MALABELA
D9645	77	78064/2018	DARRYL MICHEAL SHEEDY
D7840	78	46656/2015	ADV. M S JANSE VAN RENSBURG N.O. (CURATRIX AD LITEM FOR VUSIMUZI TOLBERT MOLIMI)
D7666	79	19268/2015	ARONE SEBASTIAO BALOYI
D5487	80	61170/2012	MAPANI JOSEPH THABETHE OBO WELILE INNOCENTIA THABETHE
D9747	81	13223/2019	SOUL COLLEN BANDA
D9032	82	30923/2017	MATHILDAH ETHEL MABUNDA
D9061	83	41232/2017	ROUX MARTIN MOGANE
D7508	84	2575/2015	PRINCESS THANDEKA SIBIYA
D9604	85	65504/2018	ADV A P J BOUWER N.O. (CURATOR AD LITEM FOR L V MONKWE)
D7619	86	9858/2015	MOITSWADI HERBERT MODIBA
D8446	87	46428/2016	MIRIAM SIBANDA N.O. (FOR ESTATE LATE MPHO SIBANDA)
D8073	88	84907/2015	SONTO PORTIA NKOSI
D9027	89	31448/2017	GEORGE MFANA MALUKA
D9429	90	21857/2018	MMADIPELE BENEDICTAR NGOEPE
D9340	91	3674/2018	THEMBI GOODNESS BHILA
D9732	92	13411/2019	ADV M S JANSE VAN RENSBURG N.O. (CURATRIX AD LITEM FOR M R SHIBA)
D9326	93	1077/2018	ADV M S JANSE VAN RENSBURG N.O. (CURATRIX AD LITEM FOR BB VAN ROOI MHLANGA)
D8361	94	28589/2016	ADV M S JANSE VAN RENSBURG N.O. (CURATRIX AD LITEM FOR E T MANYIKE)
D9236	95	79873/2017	JEFFREY SIBUSISO MASHILE
D9949	96	29138/2019	MARY NTOMBI MABASO
D8611	97	70782/2016	EVANS KHOZA
D9904	98	28349/2019	DUMISA SYDWELL LIYANE
D9453	99	26160/2018	SILVESTER BONGANE MHLONGO
D8405	100	33839/2016	BALANGANANI RODAH MALOGADITHLARE
D10332	101	28756/2020	TEBOGO PETRONELLA MONARENG
D9101	102	53791/2017	SANDILE TINDLANDLA KUNENE
D8973	103	21406/2017	MICHELE SIEMENS
D9305	104	950/2018	ADV. M S JANSE VAN RENSBURG N.O. (CURATRIX AD LITEM FOR S B SILINDA)
D9609	105	65499/2018	JERONIMO SAMUEL GOVE
D8797	106	6619/2017	THAKGALANG MEISIE TSOANE
D9242	107	79879/2017	LINDOKUHLE PRESIAS MALOMANE
D8929	108	15918/2017	GODFREY MONYELE OBO KELEBOGILE SHANTEL MONYELE
D9762	109	12923/2019	BETTY LENKY LUBISI
D9718	110	12567/2019	CANTEN KHOZA
D9920	111	27562/2019	TUKISO VAN RENSBURG
D9279	112	84315/2017	LEBOGANG BONGANI MAUNYE
D10128	113	49526/2019	MALESELA GLEDWIN LEDWABA
D9573	114	49914/2018	KALA JOHANNES MAOWASHA
D8850	115	7981/2017	MORNETTE MABUYA
D10065	116	41385/2019	ADRIE METJA MOLEMA
D9951	117	28865/2019	DECEMBER SITHEMBISO NGCANE
D8770	118	94929/2016	ADVOCATE A COERTZE N.O. (CURATOR AD LITEM FOR M B PHETLA)
D9689	119	4564/2019	LWAZI PRIDE THULARE
D9240	120	79877/2017	ZANELE MOSEHLA
D10008	121	31288/2019	MAKGETHWA DIGOKE HLAKUDI
D9930	122	27369/2019	MOSOSOMEDI KOOS MAFELA
D9255	123	79867/2017	NKOSANA GIVEN MORIRI
D10186	124	76877/2019	PASCO MAPASEKA MALOMANE
D9581	125	50421/2018	BUSISIWE MAZIBUKO
D9786	126	18942/2019	ADV. M S JANSE VAN RENSBURG N.O. (CURATRIX AD LITEM FOR J M NGOMANE)
D9827	127	19449/2019	MMATEMA CLARAH MAKGOBA
D10299	128	26060/2020	TINTSWALO NELSIE MPUNZI
D9759	129	13209/2019	PRETTY NIKIWE MBAMBO
D9706	130	12909/2019	LETHABO SELEPE OBO PRECIOUS SELEPE
D9411	131	18461/2018	BONGANI LUKE DLUDLU

D9709	132	12838/2019	LODGER MAHLOMOLA MOGANE
D9341	133	3673/2018	NTWANA LISBETH SIFUNDA
D8473	134	53420/2016	BATHABILE FELICIA NGWENYA
D9036	135	31438/2017	STEVEN NKOSI
D9992	136	31116/2019	HOPEWELL BANDILE MKATYWA
D10236	137	6173/2020	THOKOZANI DAVID NKAMBULE
D6174	138	62684/2013	HELLEN SHAI
D8485	139	53403/2016	CONSTANT WILSNACH N.O. (EXECUTOR FOR ESTATE LATE FANYANA JOSEPH MLIMO
D10267	140	34013/2020	LAIZER TEMBE
D8862	141	8380/2017	NONTOBEKA ANGEL MGWENYA
D10604	142	14862/2022	THOBILE AGRINETH SILINDA OBO GRACIOUS LORRAINE SILINDA
D9150	143	58265/2017	SELAELO DINAH KWATALA
D10050	144	40396/2019	TEBO SIYABONGA MAMBA
D9386	145	18666/2018	PERCY SOMBANE
D8882	146	9797/2017	MOTSERI JOSTINA KGOBE OBO KATLEGO REBECCA KGOBE
D9671	147	82017/2018	SHADRACK MEFIKA ZULU
D7742	148	26473/2015	WINNY CAROLINE MHLABINI
D9477	149	29120/2018	PHOMOLO FELICIA KWENAITE
D10122	150	50407/2019	TSHEPO GIVEN MABELANE
D10182	151	76874/19	MANDLA RICHARD MAMBA
D7891	152	54711/2015	DUMISANI MADIME
D7731	153	26839/2015	MASTER PATRIC MATHABELA
D9733	154	13412/2019	MXOLISI MTHULENI KHUMALO
D8408	155	33842/2016	SIPHOKAZI NOSAKHE NDLALA
D8993	156	9789/2017	HLUPHI THEMBI SHAI
D9773	157	19463/2019	MISHO MENDRY TSHABANGU
D8663	158	74159/2016	PATRICK TEETLO KGABO
D9034	159	31436/2017	TRESURE BONANI NTINI
D9508	160	39680/2018	THAPELO PATRICK NDINI
D7789	161	39636/2015	MARLENE LADY KHOZA
D8025	162	23677/2016	LUCAS STAKIE RAMAILA
D8265	163	23686/2016	KENNETH MOLAOLENG MABILU
D8986	164	28838/2017	CATHRINE MABUZA OBO LUNGELO JUSTICE MABUZA
D8848	165	7235/2017	OCTAVIA NOMAKHOSI SIWELA
D8992	166	28839/2017	BONGANI ELLIAS NDLOVU
D9976	167	30109/2019	EVANS BONGANI KHUMALO
D10044	168	40307/2019	ELPHAS DHUBE
D9298	169	83942/2017	MZWAKHE DELIGENT NKOSI
D9019	170	31440/2017	BOITUMELO ELIZABETH LEDWABA
D9132	171	53607/2017	SISTER SITHOLE
D9096	172	53786/2017	BONGINKOSI HUMPHREY SEDIBE
D9235	173	79872/2017	KHABILE AGNES MDLULI
D8970	174	21409/2017	THABISO HAPPY SIMELANE
D9625	175	65237/2018	ELLEN NDLOVU
D9605	176	65503/2018	NOMVULA PATRICIA NTSIE
D9756	177	13215/2019	JAPHTA RISIBA
D9567	178	49919/2018	KOENA EUNICE RALETJENA OBO TSEGOFATSO RALETJENA
D9686	179	4561/2019	SIPHO MASHIGO
D10194	180	77731/2019	VUYANI KEVIN JOHN NKOSI
D6921	181	47337/2014	MOSES DAVULA CHILOANE
D9872	182	27367/2019	MFANUFIKILE ISAAC MKHONTO
D10109	183	50834/2019	COLLY COLLEN SHAKWANE
D6359	184	2126/2014	MATHABO REBECCA TEFFU
D8932	185	15930/2017	JOHN SIBUSISO MUHLANGA
D9520	186	39367/2018	PHUTI JACOB MALEKA
D7360	187	1235/2014	ADV. M S JANSE VAN RENSBURG N.O. (CURATRIX AD LITEM FOR BATHABILE REJOYCE MASHABA)
D10148	188	63489/2019	LUKKIE MMOELO MALATJIE
D9468	189	27926/2018	MAROTHI WILLIAM LETSOALO
D8046	190	81954/2015	JOHNSON MGUNI SILINDA
D10198	191	77727/2019	SIBUSISO LAWRENCE MHLANGA
D5004	192	19223/2012	MFANIMPELA ALFRED SHIBA
D5624	193	2033/2013	NOMONDE NOLWAZI NKOSI
D8957	194	15826/2017	PHILLIMON MARUMO
D4441	195	56929/2011	CONCILIA NOMCEBO MZIMBA
D9440	196	26621/2018	VUTIVI PENINA MALULEKE
D8584	197	61842/2016	AUDREY NONHLANHLA MADALANE OBO LIFE SIYABONGA MADALANE

D9509	198	39679/2018	LISBETH SAMARIA MABUZA
D9533	199	39354/2018	GOODBOY NGHAMUNI
D9237	200	79874/2017	CHARLES VUSI MKHABELA
D9268	201	84183/2017	MICHEAL SABELO NYATHIKAZI
D9362	202	8603/2018	MARTIN NHLOMLE MAHUNGELE
D10080	203	40013/2019	SAMUEL JULY NGOBENI
D10073	204	40006/2017	ALPHA NDLOVU
D7537	205	2434/2015	MANDLA SIPHO NHLAPO
D10248	206	19373/2020	ESNATH MUNDOGA
D9094	207	53784/2017	MARRYJANE HLAMALANI NYATHI
D10557	208	1259/2022	ANDREA BONGANI MASUKU
D9704	209	12919/2014	THABISENG AMUKELANI NYATHI OBO THANDO TENACIOUS NYATHI
D9125	210	53600/2017	MATRON SIZANE MAHLANGU
D9412	211	18460/2018	HLOBISILE KUBAYI
D8671	212	74258/2016	EDWARD PHILLIP MAHLALELA
D9398	213	18658/2018	MNCEDISI ALEX NKOSI
D6111	214	56079/2013	MKATEKO ALINAH HLUNGWANE
D9584	215	50418/2018	LINDOKUHLE PEARL MAVUSO OBO MINOR
D3545	216	40132/2010	GERTRUDE THEMBENI HLOPHE
D9129	217	53604/2017	ANDRIES AMIGO MKHONTO
D10003	218	31283/2019	NICHOLAS SIBUSISO SOKO
D9249	219	79316/2017	MOROTOLA MELINA MOGALE
D10004	220	31284/2019	MASHUDU SHIRLEY MOROBI
D9554	221	50406/2018	PHETHENI JULIA MALAPANE OBO SELF AND LOTRICIA AYANDA MDLULI AND CLIFFORT MDLULI
D8475	222	53418/2016	MIGNONETTE RIKHOTSO OBO ANELZISANI MDLULI
D9043	223	40992/2017	ADV M S JANSE VAN RENSBURG N.O.(CURATRIX AD LITEM FOR L C MALOMANE)
D9926	224	27373/2019	SCHOOLBOY XIHUNDZENI MGIBA
D9871	225	27527/2019	THAMSANGA NXUMALO
D9380	226	10285/2018	LIAH ELIZABETH KHOZA
D8878	227	9793/2017	ADV. M S JANSE VAN RENSBURG N.O (CURATRIX AD LITEM FOR MANYIKE NORIA DUMELA)
D10440	228	13439/2021	ADV M.S JANSE VAN RENSBURG N.O. (curatrix ad litem for Sinathemba Nyambi)
D9859	229	26907/2019	SITHEMBISO LEVY NOBELA
D8947	230	15567/2017	HLEZIPHI NORAH NKAMBULE (néé NKOSI)
D6643	231	30393/2014	JEANETH ZANDIYA NYATHI
D10289	232	26065/2020	BUSI LUCY MASHABANE
D9716	233	12565/2019	SOLOMON TEVIN NKOSI
D9843	234	26738/2019	DINEO MAKHUBELA
D9025	235	31446/2017	WINNIE NOMSA KHOZA
D9964	236	30097/2019	NOLUTHANDO DLAMINI
D9289	237	83933/2017	MARIA MOSHIBUDI HLAKA
D9983	238	30069/2019	SODING ELYSENT KEETSE
D9720	239	12569/2019	NGOAKWANA MARTHA MAUPYE
D9599	240	65510/2018	TITUS GEORGE MDHLULI
D8901	241	9071/2017	NAKEDI PATRECIA MPHALENG
D5757	242	13883/2013	MAROTHI JUDAH LESTOALO
D7179	243	67704/2014	GENEVIEVE KEETSE OBO MASELELO WHITNEY KEETSE
D9342	244	3672/2018	ADV M S JANSE VAN RENSBURG N.O.(CURATRIX AD LITEM FOR S O MNDAWE)
D9830	245	19446/2019	LUCHY THABO NYATHIKAZI
D9321	246	1082/2018	JOHANNES FREDERICK BEKET
D9663	247	82009/2018	WENDY THABSILE MATSANE
D4548	248	63724/2011	SIBONGILE FRIDA MATHONSI
D6559	249	25597/2014	OUMA MARIA MABUZA OBO SIYABONGA KNOWLEDGE NGOBENI
D9070	250	53522/2017	MASILELISE GETRUDE MATHEBULA
D9750	251	13220/2019	ZAMA FLORENCE LUKHELE OBO KHAYANDA ROSE LUKHELE
D8219	252	11351/2016	JOSEPH MALAZA
D10016	253	31934/2019	COMFORT MZWAKHE SHONGWE
D9417	254	18467/2018	ADV. M S JANSE VAN RENSBERG N.O. (CURATRIX AD LITEM FOR L T SHONGWE)
D9531	255	39356/2018	INVINET SHAKOANE
D9755	256	13214/2019	NOMSA KHOZA obo SPHAMANDLA SAMUEL KHOZA
D6218	257	58677/2013	ELMON JOSIAH MAKAMA
D10646	258	31968/2022	DECEMBER BETHWELL LUKHELE
D9416	259	18477/2018	BHEKITHEMBA DUMISANI TANJEKWAYO
D9937	260	26816/2019	VUSIMUZI ROGERS BHENGU
D7403	261	81580/2014	PORTIA PROMISE ZANDILE MNDEBELE OBO NONHLE PRETTY SIMELANE
D9168	262	60747/2017	JOHN LOUNDRY KGASAGO
D10097	263	49612/2019	SWEETBOY MZWANDILE MKHABELA

D9175	264	60733/2017	KGOROA ELLEN KGAROSE
D10084	265	40303/2019	LUCKY SIDWELL VILAKAZI
D10040	266	37365/2019	TONNY KGAOGELO MALELE
D9292	267	83936/2017	HAIN MALOKA
D10269	268	28752/2020	NOMCEBO PATRICIA MATHIBELA
D5697	269	12184/2013	THUTO ATNEY SELEPE
D9800	270	22003/2019	ERIC THABO SIGAUQUE
D10069	271	41389/2019	LESIBA ENPHREL SEMA
D9291	272	83935/2017	JOHN KENNETH NYAMBI
D8818	273	8007/2017	PINKIE VERONICA MAKHUBELA
D10125	274	50471/2019	WALTER VUSUMUZI NGOMANE
D9012	275	30787/2017	SINDISIWE MILICENT MSIMANGO
D10518	276	41314/2021	IRAN MAABANE
D10330	277	29291/2020	ADV. M S JANSE VAN RENSBURG N.O. (CURATRIX AD LITEM FOR S GWANYA)
D10205	278	85916/2019	JOHN ZWELI MAHLALELA
D9336	279	1085/2018	BONGANI RICHARD MILISI
D9804	280	20783/2019	ADV. A P J BOUWER N.O. (CURATOR AD LITEM FOR MOSES KHOZA)
D9708	281	12837/2019	HLENGIWE GUGU MASEKO
D8279	282	25383/2016	ELIZABETH JESSINAH MNDEBELE
D9501	283	39532/2018	AGREEMENT VICTOR DLAMINI
D9307	284	948/2018	PEGSY TSHEGO MOKOENA
D10212	285	85908/2019	DINAH ELSIE SAMBO
D7561	286	9428/2015	XOLANI RUDOLPH MHLONGO
D6446	287	12854/2014	SIPHO ALFRED NKOSI
D5198	288	30530/2012	WILHELMINA FREDRIKA GOOSEN OBO MINOR
D9138	289	58292/2017	NANCY NTOMBI NKALANGA
D7606	290	8903/2015	JOHANE MAWELELA
D9020	291	31441/2017	DIPOLELO MABEL MASHABA OBO MUYAHAVHO SHANTEL MASHABA
D8650	292	74126/2016	NCEDISO ANTONEITTE MTHOMBOTHI
D9780	293	19456/2019	RAISIBE LUCY BALOYI N.O. (EXECUTOR FOR ESTATE LATE SHIMI FRANS BALOYI)
D9295	294	83939/2017	BHEKI LUCAS NKOSI OBO OWETHU HOPEWELL NKOSI
D10247	295	9790/2020	NHLANHLA CHARLES NKOSI
D9851	296	26730/2019	LAURENCE THOKA MAMPHOLO
D9152	297	58263/2017	HEZEL TEBOGO MANGALE
D8331	298	28594/2016	NDUMISO PRAISEGOD ZULU
D9777	299	19459/2019	COLLEN THABANG MANYAMA
D10018	300	31936/2019	MACK MOSES MNISI
D9878	301	27436/2019	SITEMBISO GEBEI MONA
D7539	302	2388/2015	SAMSON NGULUZA THELA
D10256	303	19332/2020	ARMANDO NGWAMBA
D7397	304	81592/2014	JABULANI SOLLY MASEKO
D9594	305	65515/2018	THAMI MAGAGULA
D9356	306	8623/2018	MDUDUZI PIETER NHLAPO
D9633	307	67319/2018	PHINDA INNOCENT NYATHIKAZI
D10047	308	40393/2019	THOKOZANE EUGENE SIMELANE
D8698	309	78251/2017	NEITAH CATHRINE SITHOLE OBO JABU LUBISI
D10183	310	76875/2019	LWAZI BRICKS NKALANGA
D5690	311	11023/2013	KOKETSO MATLOU
D9654	312	81675/2018	FEZILE FRETSI NYATHIKAZI
D7150	313	62968/2014	ADV M S JANSE VAN RENSBURG N.O. (CURATRIX AD LITEM FOR S Q MDHLULI)
D9510	314	39678/2018	ZAMANI VERONICAH NGOMANE
D9840	315	26727/2019	RHANDZU MAHLOKO
D9169	316	60748/2017	KGAOGELO RACHEL MATLALA
D9982	317	30068/2019	BRAVE SAMBO
D9117	318	53107/2017	PETER SHABANGU
D9455	319	26162/2018	BOKATIMONI MARIA IKA
D7168	320	67552/2014	THABO PRICHARD THIBELA
D7043	321	59981/2014	MABLE HLULEKILE MASHELE
D9810	322	20789/2019	LINDA CHETY
D9484	323	33749/2018	JAMES MBATHA
D8961	324	15824/2017	CHUENE SAMUEL VICTOR MANAMELA
D7723	325	27141/2015	THEMBELIHLE EUNICE NGWENYAMA
D10270	326	28747/2020	AMUKELANI NOA MTHABINE
D7000	327	55311/2014	NCOBILE MARRY SIBANYONI
D8749	328	87368/2016	KGAHLISO KHOZA
D9553	329	50407/2018	GOODNESS MAKHOSI NKOSI

D6554	330	25604/2014	JESSICA CHRISELDAH SIBIYA
D9678	331	89739/2018	RICHARD SESHOKA
D9332	332	1089/2018	PHETHENI JUDITH MONARENG
D10076	333	40009/2019	JOSEPH THEMBA MALANDULE
D10053	334	40443/2019	MAKWE FRANCE TSEBE
D9297	335	28157/2019	ADV M S JANSE VAN RENSBURG N.O. (CURATRIX AD LITEM FOR B T MSITHINI)
D10011	336	31929/2019	NKOSINATHI MAKHANYE
D10081	337	40014/2019	THAPELO SENZO MATHEBULA
D8855	338	7986/2017	SBUSISO NORMAN MASIMA
D10067	339	41387/2019	LUNGELO FORTUNE ZWANE
D10085	340	50034/2019	REDDY THABANG NDABA
D10100	341	49517/2019	ANETTE MOSOMA
D8828	342	7998/2017	PAULINAH CHRISTINAH SITHOLE
D9880	343	27434/2019	FRANCISCO FERNANDO CUINHANE
D9702	344	12917/2019	CHARLES THULANI MGWENYA
D4897	345	1694/2012	ADVOCATE ALICHIA VORSTER N.O. ON BEHALF OF BONGINKOSI LAST SITHOLE
D9833	346	19441/2019	ZACHARIA BOY MASHABA
D10130	347	49528/2019	SIPHO JEREMIAH NGOMANE
D5967	348	34987/2013	LESIBA FRANS RAMONYAI
D9807	349	20786/2019	ALFRED LUCKY SHONGWE
D9373	350	8616/2018	BONGANI BANDILE DLAMINI
D9221	351	77484/2017	BOSWELL JABU MANYIKE
D9857	352	26978/2019	MILLICENT NDLOVU
D9426	353	18468/2018	LUIS ANTONIO TIMANA
D9331	354	1090/2018	EZEKIEL JAMES MAYELA
D9521	355	39366/2018	MAEMU LORA SEKEPE
D10000	356	31124/2019	KATEKANI MBALI TSELA
D9102	357	53792/2017	NOBUHLE ELSIE MDHLOVU
D8890	358	9805/2017	ADV. M S JANSE VAN RENSBURG N.O. (CURATRIX AD LITEM FOR TEVIN MASHABA)
D9621	359	65254/2018	RICHARD MAY NKAMBULE
D8581	360	61833/2016	JABULANE ALFRED MNISI
D9163	361	30742/2017	EPHREAM SIPHO MKHWANAZI
D9312	362	974/2018	SAULINA NYATHI
D4616	363	66069/2011	DOCTOR ELMON NYATHI
D10014	364	31932/2019	KHOLOFELO MORELE
D10064	365	41384/2019	NYIKO NDLOVU
D10001	366	31281/2019	PAPALLO HAMPHREY MOROANE
D10006	367	31286/2019	LUCIA TSILA
D9128	368	53603/2017	ZANDILE BRIDGET ZWANE OBO MPHO GIFT CHILOANE
D10179	369	78288/2019	MACHUENE ASHER SEMONO
D9947	370	29136/2019	MAREDHI CHARI
D9166	371	60745/2017	FRIDAH NONTOMBI MAJOLA OBO THEMBELIHLE ANASTASIA MAJOLA
D9895	372	28156/2019	GRACE HLULEKILE SIHLANGU
D7423	373	84103/2014	XP NGOMANE
D8813	374	8002/2017	SKHUMBUZO THEMBA
D9308	375	947/2018	MASESI MELLENIE BANTING OBO LATOYA ALITA MONARENG
D9820	376	20226/2019	LINKY GLORIA MKHATSHWA
D4904	377	3732/2012	MKHONPO MADALA VUSI
D9505	378	39709/2018	AGNESIA THATO MATHEBULA
D10092	379	50041/2019	NONHLANHLA MNISI
D9824	380	19452/2019	MISHACK MOAGI
D9929	381	27370/2019	CHARLES NARE
D9547	382	50413/2018	THOLAKELE KHOZA OBO MINOR
D10178	383	78289/2019	CISIMPI NELSON MKHATSHWA
D9993	384	31117/2019	ALUCIA OOSTHUIZEN
D8444	385	46427/2016	ZT KHOZA OBO KEOLOPILE SHAUN TLHOLOE
D8861	386	8381/2017	OLGA THABILE THABETHE OBO VUSIMUSI GLEN LECHANA
D10093	387	50042/2019	KILLOW CHRISTOPHER NKAMBULE
D9939	388	26814/2019	THEMBI NOMSA GININDZA
D10283	389	19626/2020	ADV M S JANSE VAN RENSBURG N.O. (CURATRIX AD LITEM FOR L R MARIPANE)
D9564	390	49900/2018	ADV. M S JANSE VAN RENSBURG N.O. (CURATRIX AD LITEM FOR K M VILIKAZI)
D9502	391	39531/2018	LUBENGO IRENE MOKWENA OBO MPHO GIFT MOKWENA
D7616	392	8929/2015	LORRAINE STHEMBISO RINGANI OBO MIKHONGELO GLAD RINGANI
D9319	393	966/2018	NOMSHADO MONDUDUZO NGWENYAMA
D9288	394	83932/2017	ZINHLE MAGAGULA
D10019	395	31937/2019	MAHLATSE LUCAS MOTHUPI OBO MINOR (REFENTSE

D9877	396	27437/2019	BERNARDO FRANCISCO GUJAMO
D9667	397	82013/2018	N T MASUKU N.O. AND A MASUKU N.O. (EXECUTRIXES FOR ESTATE LATE SIPHO GIVEN MASUKU)
D9538	398	42040/2018	SIZWE MKHONTO
D8994	399	28840/2017	ALWIN PHIRI
D9262	400	84177/2017	PHINDILE CAROL KHUMALO
D9358	401	8625/2018	PATRICIA TSHAMANO MAKHURA OBO SHARMAIN KHOLOFELO MAKHURA
D9626	402	65238/2018	MOTEME SIMON PHOSHOKO
D9615	403	65248/2018	SYDNEY FAKUDE
D8566	404	61621/2016	SIPHIWE INNOCENTIA KHOZA
D8807	405	7976/2017	OLLIE SUNNYBOY MNISI
D9596	406	65513/2018	JABULANI NICHOLAS MGWENYA
D10163	407	63607/2019	FELICIA AYANDA NDLOVU
D9378	408	10283/2018	MMASELLO MASHELE OBO TSHEPO BLESSING MASHELE
D7880	409	54724/2015	WILMAH ZONGORO OBO TANIA ANENYASHA ZONGORO
D7541	410	2482/2014	CHARMAIN MGIBA OBO COURAGE MGIBA
D6101	411	50481/2013	ADVOCATE SOPHIA MARITZ N.O. (CURATOR AD LITEM OF BONGANI O MAHLALELA)
D10059	412	40449/2019	VINCENT SIHLANGU
D9548	413	50412/2018	HENRIQUE ORLANDO MAZIBUKO
D9418	414	18476/2018	KGABO NICKOLAS MANAMELA
d9582	415	50420/2018	BIBIE VIRGINIA SELEPE
D7285	416	74719/2014	THANDI PRECIOUS ZULU OBO NICOLATE BHEKAPHI MHLANGA
D11066	417	81670/2018	MDUDUZI SURPRISE MLAMBO
D9354	418	8621/2018	PRETTY NONSIKELELO MATHEBULA
D9379	419	10284/2018	MICHEAL JELIM MADONSELA OBO MINOR
D9274	420	84310/2017	SKHUVETI JOHN SHABANGU
D7996	421	75551/2015	ZANELE MAVIS KHUMALO obo THEMBELIHLE SPHESIHLE KHUMALO
D9902	422	28332/2019	NHLANHLA DUMISANE MABUZA
D10096	423	49613/2019	EDRICK MABASO
D9415	424	18457/2018	CHRIS NDUMISO PHATHWA
D9503	425	39711/2018	SIMON SANDILE SIFUNDA
D9464	426	26171/2018	SIBONISO JUNAID MABASO
D9437	427	26624/2018	THANDIWE ROSE CHAUKE
D8765	428	91945/2016	MULUTANYI JOHANNES MATOROMELA
D9764	429	12925/2019	MIKE BANDA
D9710	430	12921/2019	TAFAZWA NYAMUPANEMUNDA
D9142	431	58253/2017	NJABULO PATRICK LEKHULENI
D10211	432	85907/2019	BEATRECE ESLINA MOGALE
D10049	433	40394/2019	CALADO FRANCISCO NHANTUMBO
D9990	434	30076/2019	MIYELANI SALION MKHONTO
D9539	435	42039/2018	THOMAS MLINDELO KUMALO
D8666	436	74145/2016	SINDISIWE QUEENETH KUMALO
D7405	437	81594/2014	EVEL MGWENYA
D6909	438	47339/2014	THANDEKA VICTORIA MASEKO OBO THEMBELIHLE PRUDENCE SHONGWE
D9767	439	12941/2019	DOBANE THANDI LEYANA
D9694	440	4581/2019	MAKHUPU MARY LEDWABA
D9127	441	53602/2017	LENOS MAWOTSA
D7982	442	71045/2015	ADV. M S JANSE VAN RENSBURG N.O. (CURATRIX AD LITEM FOR ANDILE PRUDENZE MABUZA)
D8675	443	74150/2016	SOKISI SAMUEL MASHINYA
D8127	444	99681/2015	THEBENG HUMPHREY MALEKA
D9345	445	3669/2018	ADV A COERTZE N.O. (CURATOR AD LITEM FOR K P NCUBE)
D7132	446	62423/2014	S S MBOWANE
D9029	447	30919/2017	PREVENCE KUBAYI OBO PRINCESS NATURE KGAFANE
D8948	448	15568/2017	CHUENE SARA NGOEPE
D9575	449	49912/2018	MPUMELELO GRACE SHAGBANGU
D9113	450	53104/2017	ZANELE MABUZA OBO MINOR
D9338	451	1083/2017	THEMBA TSEPO SHAKWANE
D9231	452	79308/2017	PULENG BADENHORST MASHEGO
D10041	453	40304/2019	JULIA POPPY MOKOENA
D8649	454	74125/2016	THOKOZANI GIVEN NKOSI
D9222	455	77485/2017	SIFISO KENNETH NDHLALA
D9751	456	13219/2019	FARAYI RUNOVUYA
D8984	457	28844/2017	FIKILE SIBONGILE THEMBA
D9776	458	19460/2019	TODIPSANE MAGGY MAMABOLO
D10989	459	118072/2024	JANE NTOMBIFUTHI MLANGENI OBO BANELE JUNE MLANGENI
D10166	460	68077/2019	NJABULO NKOSI
D9942	461	29173/2019	BAREKENNE MARGARETH SHAKWANE

D9578	462	5018/2018	GOODMAN NKOSINATHI MADIKE
D5873	463	21503/2013	NOMFANELO MINENHLE SHABANGU
D9462	464	26169/2018	LWAZI MDUDUZI MAVUSO
D9545	465	50415/2018	BONGANI GOODWILL SIBIYA
D9109	466	53074/2017	ELIAS FRANK BANDA
D9753	467	13217/2019	FRANS HESKIA MASINGA
D9701	468	12916/2019	JABULILE KARHULA MATHEBULA
D9310	469	945/2018	ASSAH DELINA MTUNGWA
D9522	470	39365/2018	SELINAH LEKGOTLELI MALAPANE
D5401	471	46400/2012	ADV. M S JANSE VAN RENSBURG N.O. (CURATRIX AD LITEM FOR SIYANDA JUSTINE SAMBO)
D9862	472	27524/2019	GANDI TSAKANI SIMON SELOMA
D9099	473	53789/2017	MPENDULO LESLY KHOZA
D9660	474	81669/2018	XIKOMBISO BRIGHT MBUYANE
D8937	475	15911/2017	VENECIA NZIANA OBO NTSAKO INNOSECIA NZIANA
D9736	476	13415/2019	ROXETTE ITUMELENG MCHALE
D9727	477	12589/2019	SINKY GIVEN SITHOLE
D9681	478	89742/2018	MARTHA UBISI
D9293	479	83937/2017	WILLEM FRANCOIS BOUWER N.O. (EXECUTOR FOR ESTATE LATE MFANA SIZWE SIMELANE)
D10184	480	76876/2019	MENDRY ZINHLE NGOBE
D8111	481	90291/2015	HEAVY LICIAS NDLOVU
D9492	482	37336/2018	SINDISILE DITSEPILE MOKOENA
D10275	483	29300/2020	FERNANDO LOURENCO SITOE
D4663	484	65747/2011	SAMMY BONGANI VILANE
D10091	485	50040/2019	THABO HEBRON NYATHI
D10098	486	49614/2019	THANDAZILE GLORIA PHAKATI
D10070	487	41390/2019	STUMO SEEKANG
D10094	488	50043/2019	GRACE MALESA
D10055	489	40445/2019	WELCOME MQOCHA MKHABELA OBO MINOR
D8352	490	28278/2016	REBOTILE MASHELE
D9775	491	19461/2019	NKHENSANI NKUNA OBO SELF & MINOR
D9461	492	26168/2018	NKOSINATHI FREDY MANZINI
D9266	493	84181/2017	MDUDUZI JUSTICE MOKOENA
D9998	494	31122/2019	IRENE THOBILE MADONSELA
D9527	495	39360/2018	NKOSINATHI XOLANI MATHEBULA
D9280	496	83924/2017	THABILE AGNES ALI
D9473	497	29116/2018	THABO MASHABA
D9524	498	39363/2018	BRIAN MASHILE
D9953	499	29429/2019	KGAUGELO PETRONELLA THETE
D9682	500	89743/2018	SAMARIA CHARMAINE MASINGA
D9592	501	65517/2018	ANNAH SEEMOLE SEGWALE
D9556	502	49911/2018	ANDILE CHARITY NOMPUMELELO DLADLA
D9887	503	28168/2019	MOTSILISI GLADYS THELEJANE OBO HLALEFANG THELEJANE
D8378	504	4224/2019	NDIDZILAPHI MAXWELL MASEVHE
D9912	505	27951/2019	PEACE ZIANA
D9579	506	50157/2018	KGOLOFELO SIHLANGU
D9868	507	27508/2019	ABRIHAM SHUGUTE OLEBO
D10020	508	31938/2019	MAHLATSE MOTHUPI OBO BOIKANO COMFORT MONATE
D10161	509	63609/2019	ANA RAUL MATAVELE OBO MINORS
D10159	510	63611/2019	MERCIA EUGENIO MATSINHA
D10160	511	60610/2019	CATIA EUSEBIO BANDE
D10174	512	78293/2019	LUCIA EVARISTO MANDULE OBO SELF & ZAIDA ELIDIO CHISSICO
D9935	513	26818/2019	THULANE HECTOR NYAMBI
D9740	514	13419/2019	ANITHA ESTER SITHOLE
D10200	515	77725/2019	HEZION DHLAMINI
D10262	516	19629/2020	NOMPUMELELO ELLA SIBANDE
D9875	517	27439/2019	SAMUEL EMMANUEL MASEKO
D9306	518	949/2018	BONANI THOMAS MBETSE
D9523	519	39364/2018	THULISILE ZUZULE FULANA OBO LUSANDA NALEDI FULANA
D10253	520	19335/2020	SIBONGILE GLORY SHABANGU
D9558	521	49909/2018	RHULANI MNISI OBO UNATHI LOYD MNISI
D9785	522	18947/2019	PROMISE NYALUNGU
D6279	523	68861/2013	THOLSY NDHLOVU OBO NYIKO MIRACLE KHOZA
D6903	524	46614/2014	FLORENCE XOLISWA THOBELA OBO AH MODIPANE
D9136	525	58294/2017	GOODMAN THOKOZANE KHUMALO
D9241	526	79878/2017	SELBY THULENI MOKWANA
D9261	527	84176/2017	DIKETSO TSHEPO MGWENYA

D10306	528	29273/2020	MARGIN EPHRAIM MASIYE
D8725	529	81846/2016	GIVEN SHELABELA
D9619	530	65252/2018	SAMKELE BRIAN NGOMANE
D7628	531	9281/2015	SIKHULILE CONNELIA MADONSELA
D8792	532	6615/2017	BUSISIWE DUMSILE DLAMINI
D10284	533	19627/2020	SIZANE ROSE LUSENGA OBO SURPRISE PRINCE NKAMBULE
D9972	534	30105/2019	NOMCEBO REASON BULUNGA
D9863	535	27526/2019	SMANGELE FORTUNATE MASINGA
D9831	536	19445/2019	PRETTY MUTAMBIRANWA OBO LEE PHILLIP MUTAMBIRANWA
D10176	537	78291/2019	SIBONISO SAINET RABIO
D9026	538	31447/2017	CHOICE MAKUWEREE
D9428	539	21858/2018	FLATTER MALAMULE
D9448	540	26613/2018	NONHLANHLA SILVIA SHAKOANE OBO BILA PURIST MMELI
D6908	541	46620/2014	ADV. M S JANSE VAN RENSBURG N.O. PLAINTIFF (CURATRIX AD LITEM FOR W R MANZINI)
D9517	542	39372/2018	SYDWELL BHILA
D9497	543	39590/2018	NIKIWE VOICEY NHUBUNGU
D9408	544	18464/2018	CREMILDO COSME MANJILO
D9684	545	89745/2018	SIMON BAVALA MAHUNGELE
D10252	546	19336/2020	SIMON DAVID MASEKO
D10066	547	41386/2019	MILDRED SEBENZILE SIWELA
D9695	548	4570/2019	IGNATIOUS MAFUSIRE
D10168	549	68079/2019	BANDILE COMFORT MAFIKA
D9574	550	49913/2018	SIFISO MSANA
D9413	551	18459/2018	LIFE NGOMANE
D10317	552	29298/2020	FONYA DAVID NKOSI OBO PHETHILE VIVIAN NHLEKO
D9656	553	81673/2018	MHLEKWA SIMON TEMBA
D9397	554	18657/2018	SECBETH MASITE
D9700	555	42925/2008	LUZERNE DIBAKOANA (néé MOROPA)
D8486	556	53401/2016	NTSUNTSWANE PHILEMON MAVUSO N.O. (EXECUTOR FOR ESTATE LATE N L MAVUSO)
D8375	557	44207/2018	KHABO ANNAH NKOSI OBO SELF AND MINOR
D9056	558	41237/2017	SHEPERD JOSEPH MKHATSHWA
D8816	559	8005/2017	ADV. M S JANSE VAN RENSBURG N.O. (CURATRIX AD LITEM FOR MOOSA SWAMADO)
D7713	560	26291/2015	KAGISHO PAUL MATSAUNG
D6060	561	46702/2013	MPENDULO TERRENCE MNYANDU
D8264	562	23689/2016	ADV. M S JANSE VAN RENSBURG N.O. (CURATRIX AD LITEM FOR P T LEBYANE)
D9796	563	21935/2019	MAGAEVA THAPELO SELOLO
D9674	564	82020/2018	REDORD NYALUNGU
D9450	565	26611/2018	MUZI KENNETH NHLAPO
D8273	566	23680/2016	SKHUMBUZO ORIELLY NKUNA
D9714	567	12619/2019	SURPRISE CLERENCE MALUKA
D9514	568	39674/2018	MALESELA RODGERS LAMOLA
D9292	569	83936/2017	HAIN MALOKA
D9459	570	26166/2018	THULASIZWE PERCEVIARANCE MAZIYA
D7492	571	2210/2015	JONATHAN MBONGENI MASHABA
D8894	572	9808/2017	NOXOLO AVETH MASILELA
D10013	573	31931/2019	RAMADIMETJA EUNICE KHALO
D9726	574	12588/2019	GEORGE COLANI MAHLANGU
D8936	575	15869/2017	ADV. M S JANSE VAN RENSBURG N.O. (CURATRIX AD LITEM FOR N KHOZA)
D10313	576	29299/2020	BETTY ZODWA NKOSI
D9981	577	30067/2019	FANNIE MTHETHWA
D6472	578	15892/2014	ADV A P J BOUWER N.O. (CURATOR AD LITEM FOR LUCKY NDLELENI MDAKA)
D9322	579	1081/2018	DUMISANI SPITY NKANYANA
D10282	580	19623/2020	LENHLE BRIDGET KHOZA
D9817	581	20232/2019	KGALANANG GIVEN PEBANE OBO A T MKANZI
D9202	582	71069/2017	THULILE LIZZY MASILELA
D5192	583	30532/2012	KGAHLEGO MNISI
D7649	584	19282/2015	ADV M.S JANSE VAN RENSBURG N.O. (CURATRIX AD LITEM FOR NGOAKO KEGOFELO)
D9227	585	79304/2017	KAGISO NAMANE
D9635	586	67321/2018	PROMISE MASHEGO
D7788	587	39633/2015	W R MTHOMBENI OBO C MAKHBELE
D9955	588	29358/2019	REPLY SIPHO KHUMALO
D10260	589	19632/2020	ADV. M S JANSE VAN RENSBURG N.O. (CURATRIX AD LITEM FOR RACHEL REBONE LESETJA)
D9803	590	22006/2019	PRUDENCE NKOSI
D9598	591	65511/2018	NORA NKHUNA
D9015	592	30784/2017	MAVHUNGU SUNNYBOY TSHIKALA N.O. (EXECUTOR FOR ESTATE LATE R S TSHIKALA)
D9327	593	1076/2018	THOMAS MKHABELE

D9593	594	65516/2018	PHULUSO MAMAFHA
D8998	595	30768/2017	EPHRAIM KELETSO HLATSWAYO
D9890	596	28165/2019	HILTON POLELO MOLOBELA
D9845	597	26736/2019	NARE VICTOR MASHALA
D9423	598	18471/2018	LEONARD NGWENYAMA
D10045	599	40308/2019	MAHLOLA GACIA LEKOLWANE
D9247	600	79318/2017	REASON MANDLE NGWENYAMA
D6534	601	354/2016	DANIEL GERBER
D9873	602	27366/2019	ANGEL NCOBILE MAHLABE
D9285	603	83929/2017	NEFTAN LUBISI
D9016	604	30786/2017	PRINCESS MASHILE
D10311	605	26268/2020	XOLANI SELBY MKHONTO
D8987	606	28833/2017	LINKY WINNIE BANGO
D8474	607	53421/2016	UNITY MZOKOZA MAVUNDHLA
D9975	608	30108/2019	NARE PATRICK HLAHLA
D9353	609	8611/2018	DAPHNEY MABOEA
D9881	610	27441/2019	VICTOR PATRICK CHILOANE
D9610	611	65498/2018	DICK GAMA
D9368	612	8609/2018	SICELO PERFORMANCE MKWANAZI
D9265	613	84180/2017	SISHO SIYABONGA NGCANE
D9611	614	65518/2018	SENANG HOSIAH MOKGOADI
D9846	615	26735/2019	MATSOBANE JAMES SHINGWENYANA
D8498	616	53412/2016	THABO ROBERT MABONDA
D9749	617	13221/2019	THABILE CYLVIAH NDLOVU
D10120	618	50569/2019	MAMOSETJANA FLORINA MOLOKOMME
D6304	619	70157/2013	THATO PLEASURE MASHEGO
D9093	620	53783/2017	JAMES BONGANI SONO
D9457	621	26164/2018	ELVIS JABULANE MOGANE
D9318	622	967/2018	ELVIS CALVIN MKHATSHWA
D9760	623	13210/2019	ADV. M S JANSE VAN RENSBURG N.O. (CURATRIX AD LITEM FOR E M MOAGI)
D9825	624	1945/2019	ADV. M S JANSE VAN RENSBURG N.O. (CURATRIX AD LITEM FOR T L MOKOENA)
D9333	625	1088/2018	SHIERLEY RACHEL SINGWANE
D9944	626	29133/2019	MOTSIRI DANIEL MALEMATSA
D9665	627	82011/2018	WHITNEY PERTUNIA MASHEGO
D9526	628	39361/2018	GOODNESS NELISIWE KHOZA
D8308	629	25770/2016	NAMES FLEX SIHLANGU
D9049	630	41243/2017	CHRISTOPHER SMANGA ZULU
D3643	631	29756/2010	RONNY BANDA
D10208	632	85912/2019	NANCY SHAI OBO PERSEVERENCE SHAI
D8570	633	61625/2016	THEMBENI SELLY NGWASI OBO ATRACIA TAWINGA NGWASI
D5474	634	55707/2012	ELVIS PINGA
D9985	635	30071/2019	SELLO JOHANNES THUPANA
D9806	636	20785/2019	THANDEKILE MOTSOBHI DLAMINI
D9832	637	19444/2019	PHUMLA MALINDA KAMANGA
D10113	638	50830/2019	SANDILE NTOBEKO MKHATSHWA
D9645	639	78064/2018	DARRYL MICHEAL SHEEDY
D8319	640	25702/2016	NOMTHANDAZO BEAUTY NGWENYA
D10484	641	4353/2022	CHRISTY-LEIGH LATEGAN
D6356	642	2128/2014	GOODMAN DERICK NDLOVU
D9071	643	53523/2017	SHEPARD DLAMINI
D8589	644	61843/2016	MBALI LUNGILE MATHABELA
D9017	645	30785/2017	SKHUMBUZO MALALE
D10074	646	40007/2019	DOUGLAS MADZIMA
D7488	647	2000/2015	BOIKIE MOLELEKENG SEKATANE
D10340	648	44970/2021	STACY-LEIGH HOWARD
D5058	649	22505/2012	NOMSA KHUMALO
D7049	650	59985/2014	ADV M S JANSE VAN RENSBURG N.O. (CURATRIX AD LITEM FOR S T NKAMBULE)
D9269	651	84184/2017	ADV. M S JANSE VAN RENSBURG N.O. (CURATRIX AD LITEM FOR N G NKOSI)
D9898	652	28151/2019	VINOLIA BADIKELE MALIBE
D9191	653	71020/2017	BONGANI NKOSI
D8484	654	53402/2016	PHUMZILE NELISIWE MSIBI OBO AYANDA OWEN MPUNGOSE
D9301	655	964/2018	ZAKHELE BLESSING SHONGWE
D9402	656	18662/2018	MOTHOPA KENNETH MABITSELA
D8779	657	3870/2017	SOLLY MARULE
D8497	658	53414/2016	PAULINAH MAMONYANE NDINISA
D8148	659	99657/2015	TSEPO STUART MATHUMBU

D9119	660	53110/2017	RUTANANG LAWRENCE MHLABINE
D9787	661	33379/2019	ADV. A P J BOUWER N.O. (CURATOR AD LITEM FOR CEDRIC MOHLALA)
D8635	662	70788/2016	ADV. M S JANSE VAN RENSBURG N.O. (CURATRIX AD LITEM FOR A M MASEKO)
D8447	663	46430/2016	NATASJA MELINDA ROODT N.O. for estate late SOBANANDI FIOS MALAZA
D9475	664	29118/2018	MUZI CLIFFORD NGOMANE
D8263	665	23688/2016	PHILEPHI MADONSELA
D8842	666	7229/2017	ISAAC MATSHEKHU KHOZA
D9050	667	41244/2017	LONDI MODIPANE
D9228	668	79305/2017	ABEDNIGO NICHOLUS PAKO
D10239	669	7519/2020	PAULINAH MALEBO LINGWATI
D8723	670	81850/2016	JOSEPH RONNIE LEKHULENI
D6928	671	48367/2014	MIMMY SEPURU
D10610	672	23375/2022	ROMAN MATLAUDI MAVUNDZA
D7002	673	55358/2014	NAUGHTY THOKO MASHIGO OBO TREVOR ALLEN MDLULI
D7661	674	19358/2015	JAMES THAPELO MDHLULI
D10015	675	31933/2019	OUPA ISAAC NKOSI
D9918	676	27568/2019	RAMASELA CAROLINA NKUNA
D9314	677	971/2018	JEANENETH SITHOLE

"SRA 12"

(GAUTENG DIVISION, PRETORIA)

PRETORIA THIS 11 NOVEMBER 2025

TUESDAY

CRIMINAL TRIALS

IN COURT GA AT 10:00
BEFORE THE HONOURABLE JUSTICE MOSOPA J

IN COURT GB AT 10:00
BEFORE THE HONOURABLE JUSTICE PHAHLANE J

IN COURT GC AT 10:00
BEFORE THE HONOURABLE JUSTICE RAULINGA J

IN COURT GD AT 10:00
BEFORE THE HONOURABLE JUSTICE MOKGOATLHENG J

IN COURT C PALACE AT 10:00
BEFORE THE HONOURABLE JUSTICE RABORIFE J

IN COURT 6E AT 10:00
BEFORE THE HONOURABLE JUSTICE HOLLAND-MUTER J

URGENT COURT

IN COURT 4A AT 10:00
BEFORE THE HONOURABLE JUSTICE MBONGWE J

NO.	PARTIES	CASE NUMBERS	OUTCOME
4.	INCA PORTFOLIO MANAGERS (PTY) LTD PLUS **VS** JACOBUS MARTHINUS BOTHA	**2025-196199**	
7.	GONG LU MAINTENANCE SERVICES (PTY) LTD **VS** THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY PLUS THIRTY-NINE OTHERS	**2024-053301**	
13.	ONERIB (PTY) LTD **VS** SANFANA 2001 (PTY) LTD	**2025-198311**	
14.	ZION CHRISTIAN CHURCH PLUS ONE **VS** MICHAEL KGOTSO SEREPO PLUS TENTH OTHERS	**2025-203258**	
28.	ZION CHRISTIAN CHURCH PLUS ONE **VS** MICHAEL KGOTSO SEREPO PLUS TENTH OTHERS	**2022-021534**	
29.	**(EX-PARTE)** DIEDRE BASSON PLUS SEVENTH OTHERS	**2025-206253**	
30.	**(EX-PARTE)** DEON MARIUS BOTHA PLUS FOURTH OTHERS	**2025-206273**	
33.	AVMAX AIRCRAFT LEASING INC **VS** AB BUSINESS TRAVEL SARL PLUS FOURTH OTHERS	**2025-125989**	
40.	HERMANUS JOHANNES VAUGHN VICTOR PLUS ONE **VS** THE MASTER OF THE HIGH COURT PLUS ONE	**2025-015067**	
42.	NTSHAUPA MOHALE NCHAUPA **VS** KYALAMI SHISANYAMA (PTY) LTD PLUS THREE OTHERS	**2025-209681**	
43.	CONRAND ALEXANDER STARBUCK PLUS TWO OTHERS **VS** KNJ ENTERPRISES (PTY) LTD T/A OBC BETTER BUTCHERY PLUS ONE	**2025-209696**	

45.	ABSA BANK LIMITED VS KHUMBULANI KENNETH MKHIZE **PLIS ONE**	**2025-210059**	
46.	ABSA BANK LIMITED **VS** KAVAL GOPAUL PLUS ONE	**2025-210060**	
47.	ABSA BANK LIMITED VS THULI AIDA MPANZA PLUS ONE	**2025-210062**	
48.	ABSA BANK LIMITED VS MRWASETHULA LESIBA MASHASHANE	**2025-210076**	
59.	WEHMEYERS ATTORNEYS **VS** ECONOMIC FREEDOM FIGHTERS AND THREE OTHERS	**2025-209145**	

URGENT COURT

IN COURT 4B AT 10:00
BEFORE THE HONOURABLE JUSTICE RETIEF J

ITEM	**PARTIES**	**CASE NUMBERS**
1	ENERGI LICENCES (PTY) LTD **VS** THE CONTROLLER OF PETROLEUM PRODUCTS PLUS THREE OTHERS	**2025-178946 (POSSIBLE VIRTUAL)**
6	**(EX-PARTE)** EX PARTE JASON MENDEL KATZ	**2024-064872**
12	KEREN MITEU **VS** THE DIRECTOR GENERAL OF HOME AFFAIRS PLUS ONE	**2025-152359**
17	**(EX-PARTE)** IGNATIUS PRETORIUS	**2025-205558**
18	ADV H.M DE KOCK OBO VERNON STRAUSS PLUS TREE OTHERS **VS** THE SHERIFF PRETORIA EAST PLUS ONE	**2025-205560**

URGENT COURT

IN COURT 4C AT 10:00
BEFORE THE HONOURABLE JUSTICE LABUSCHAGNE AJ

NO.	PARTIES	CASE NUMBERS	OUTCOME
3.	PRETORIA BOYS HIGH SCHOOL OLD BOYS PLUS ONE **VS** THE CITY OF TSHWANE METROPOLOTAN MUNICIPALITY	**2025-194942**	
5.	SHAW TRANS (PTY) LTD **VS** DFS NAMIBIA (PTY) LTD PLUS TWO OTHERS	**2025-196499**	
9.	THE CITY OF TSHWANE PLUS TWO **VS** WARWICK FEISLICH	**2025-200137**	
10.	SIPHO MGUDLWA PLUS ONE **VS** ZAMAQWABE GUMEDE PLUS ONE	**2025-171388**	
15.	GAUTENG ELECTRICAL SOLUTIONS (PTY) LTD **VS** THE METROPOLITAN MUNICIPALITY OF TSHWANE	**2025-204609**	
16.	INDUSTRIAL METAL MERCHANTS (PTY) LTD **VS** THE METROPOLITAN MUNICIPALITU OF TSHWANE	**2025-204615**	
19.	MULASI KWELE JAKE OBO K.M MULASI PLUS TWO OTHERS **VS** DEBBY HAZEL VAAN WYK PLUS THREE OTHERS	**2025-206126**	
25.	THABO GORDON KHOZA PLUS ONE **VS** THE MINISTER OF DEFENCE AND MILITARY VETERANS	**2025-205731**	
26.	TSA MAMELODI OILS (PTY) LTD PLUS THREE OTHERS **VS** MANDI OIL (PTY) LTD PLUS TWO OTHERS	**2025-200576**	
32.	DIKELEDI LEBOPA SNOWY **VS** THOMAS RELEKGOGO PLUS ONE	**B7020/2025**	
36.	VESTCOR DEVELOPMENT (PTY) LTD **VS** CITY OF TSHWANE METROPOLITAN MUNICIPALITY	**2025-208434**	
39.	**(EX-PARTE)** SUMAIYA ABDOOL GAFAAR KHAMMISSA PLUS ONE	**2025-209299**	

51.	ABSA BANK LIMITED **VS** PHAKAMANI ISHAEL SHANGE	**2025-210098**	
52.	ABSA BANK LIMITED **VS** QUINTIN MUOARADZINDIGARE MUNENGAMI PLUS ONE	**2025-210123**	
55.	THE PLACEMENT INTERNATIONAL GROUP LIMITED **VS** MINETTE PRETORIUS PLUS TWO OTHERS	**2025-184067**	
58.	NEP CONSULTING ENGINEERS (PTY) LTD **VS** THE NATIONAL COMMISSIONER OF POLICE PLUS SEVEN OTHERS	**2025-210504**	

URGENT COURT

20.	**MUSTAFA RAMBO VS THE MINISTER OF HOME AFFAIRS PLUS ONE**	**2025-206131**	**Matter not on Caselines**
21.	ESPOIR MUSHIMBI **VS** THE MINISTER OF HOME AFFAIRS PLUS ONE	**2025-206136**	Matter not on Caselines
22.	SUSIE BLAISE **VS** THE MINISTER OF HOME AFFAIRS PLUS ONE	**2025-206141**	Matter not on Caselines
23.	FATUMA MUKUNDENTE **VS** THE MINISTER OF HOME AFFAIRS PLUS ONE	**2025-206145**	Matter not on Caselines
24.	IBRAHIM ASSUMANI MASHIMANGO **VS** THE MINISTER OF HOME AFFAIRS PLUS ONE	**2025-206151**	Matter not on Caselines
27.	EPHRAIM MATHOLE PLUS TWO OTHERS **VS** THE LEGAL PRACTICE COUNCIL PLUS NINETH OTHERS	**2025-201186**	Matter not on Caselines
35.	ACCESS TOBACCO (PTY) LTD **VS** COMMISSIONER, SOUTH AFRICAN REVENUE SERVICE PLUS TWO OTHERS	**2025-208192**	No documents

37.	MORAKE DANIEL PHENYA **VS** MINISTER OF JUSTICE AND CONTITUTIONAL DEVELOPMENT PLUS ONE	**2025-208576**	Matter not on Caselines
41.	SIMON MONGEZI BOLOSHE **VS** GOVERNMENT EMPLOYEE PENSION FUND PLUS ONE	**2025-209379**	Matter not on Caselines
57.	CHRIS DHLAMINI PLUS FOUTH OTHERS **VS** THE REGIDTRAR OF DEEDS PRETORIA PLUS THREE OTHERS	**2025-210036**	Matter not on Caselines

CIVIL APPEALS

IN COURT 6F AT 10:00
BEFORE THE HONOURABLE JUSTICE HASSIM J
BEFORE THE HONOURABLE JUSTICE T.STRYDOM AJ

A62/25;

LAW SOCIETY MATTERS

IN COURT 4E AT 10:00
BEFORE THE HONOURABLE JUSTICE KOOVERJIE J
BEFORE THE HONOURABLE JUSTICE MOSHOANA J

009223/25;

CRIMINAL APPEALS

IN COURT 4D AT 10:00
BEFORE THE HONOURABLE JUSTICE KUMALO J
BEFORE THE HONOURABLE JUSTICE PIENAAR AJ

A257/22;

ADMISSIONS

IN COURT 4D AT 10:00
BEFORE THE HONOURABLE JUSTICE KUMALO J
BEFORE THE HONOURABLE JUSTICE PIENAAR AJ

1	KARABO MATSOSO	LP	2025-185372
2	LEANDRI VAN DYK	LP	2025-185378
3	NYANA CHRISTINAH MOLEMA	LP	2025-185391

4	TSHOLOFELO VIRGINIA POOE	LP	2025-185417
5	LIEZL SCHOLTZ	LP	2025-185422

ADMISSIONS

IN COURT 4E AT 10:00
BEFORE THE HONOURABLE JUSTICE KOOVERJIE J
BEFORE THE HONOURABLE JUSTICE MOSHOANA J

6	LIHLE BULULU	LP	2025-185436
7	MILICENT HLENGIWE MUKARY	LP	2025-185441
8	PETER SELLO SATHEKGE	LP	2025-147466
9	JULIA KIRTEN HUGHES	LP	2025-147515

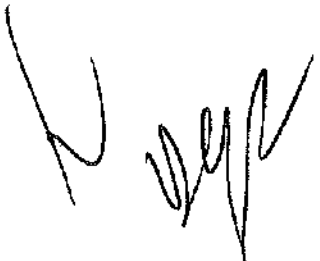
UNOPPOSED MOTIONS

IN COURT 2H AT 10:00
BEFORE THE HONOURABLE JUSTICE MOKOSE J

NO	PARTIES	CASE NO	APP DATE	OUTCOME
1.	FIRSTRAND BANK LTD VS WESSEL A + 1 OTHER	047721/22	26/04/25	
2.	FIRSTRAND BANK LTD VS NWAFOR AB	136860/24	17/07/25	

3.	FIRSTRAND BANK LTD VS CECIL S + 1 OTHER	101438/24	19/06/25	
4.	FIRSTRAND BANK LTD VS NEL LP + 1 OTHER	018782/24	12/08/25	
5.	FIRSTRAND BANK LTD VS DITEKANE M	104610/24	09/07/25	
6.	FIRSTRAND MORTGAGE COMPANY VS SOMANA SO	124981/24	11/07/25	
7.	FIRSTRAND MORTGAGE COMPANY VS HLONGWANE N	076042/25	21/07/25	
8.	FIRSTRAND BANK LTD VS TSITA C	060423/25	29/08/25	
9.	SUTHERLAND GR VS THERON MHW	085787/25	30/07/25	
10.	PENNELS HP VS JOHNSON CM	020831/25	30/07/25	
11.	NEDBANK LTD VS RAMOHALE MJ + 3 OTHERS	149135/24	29/07/25	

12.	NEDBANK LTD VS MTSHWENI DM	024894/24	10/07/25	
13.	SB GUARANTEE VS NTABENI GT	121876/24	12/08/25	
14.	SB GUARANTEE VS MATLALA KV	099172/24	12/08/25	
15.	SB GUARANTEE VS JOOSTE JH + 1 OTHER	143713/24	20/08/25	
16.	SB GUARANTEE VS QHOJENG K	084830/24	20/08/25	
17.	SB GUARANTEE VS SIWISA MJS	102948/24	20/08/25	
18.	SB GUARANTEE VS JULIUS PCG + 1 OTHER	008184/25	20/08/25	
19.	SB GUARANTEE VS LEDWABA P	134455/24	20/08/25	
20.	ENGELBRECHT LJ VS MILLER M + 1 OTHER	150090/25	08/09/25	



21.	MNINI B VS RAF	66025/14	14/07/25	
22.	TITUS TTR VS RAF	1085/15	07/07/25	
23.	MBILI BH VS RAF	17468/20	30/06/25	
24.	NEDBANK LTD VS MODISE WL	25904/22	26/05/25	
25.	STANDARD BANK VS MOKOELE EA	16403/22	16/10/24	
26.	NEDBANK LTD VS MDHLULI MW	36825/21	08/07/25	

BY THE TIME THIS ROLL WAS FINALISED THE UNDERMENTIONED COURT ONLINE MATTERS WERE NOT DISPLAYING DOCUMENTS ON CASELINE

27.	FIRSTRAND BANK LTD VS LEBELO WS	086858/25	12/08/25	
28.	KADER K VS MOONSAMY D	078198/24	15/08/25	
29.	GUBANCA LA VS FIDELITY SECURITY GROUP	010164/24	25/07/25	
30.	STRYDOM SC VS JACOBS MF	116391/24	21/07/25	

UNOPPOSED MOTIONS

IN COURT 6D AT 10:00
BEFORE THE HONOURABLE JUSTICE SWANEPOEL J

NO	PARTIES	CASE NO	APP DATE	OUTCOME
31.	CONSTANT WILSNACH VS RAF	072208/25	11/07/25	
32.	CONSTANT WILSNACH VS RAF	078606/25	11/07/25	
33.	CONSTANT WILSNACH VS RAF	074676/25	11/07/25	
34.	MTHOMBOTHI AA VS RAF	121235/25	01/08/25	
35.	MABASO HA VS RAF	001932/23	13/03/25	
36.	KEYSER FW VS MINISTER OF POLICE + 1 OTHER	119271/25	25/07/25	
37.	RUBICON TRUST COMPANY LTD VS RAF	077556/25	11/07/25	

38.	SHABANGU SJ VS SHABANGU T + 1 OTHER	067706/23	14/08/25	
39.	ABSA HOME LOANS + 1 OTHER VS KOLBERG RR + 1 OTHER	098391/25	29/08/25	
40.	ABSA HOME LOANS + 1 OTHER VS MONYEMANGENE TC +1 OTHER	141624/24	04/09/25	
41.	ABSA HOME LOANS + 1 OTHER VS MUFAMADI NP + 1 OTHER	002698/25	04/09/25	
42.	AIRLINK LTD VS THE COMPANIES TRIBUNAL	025475/25	10/09/25	
43.	CHANGING TIDES 17 LTD VS HLONGWANE T	074132/23	04/08/25	
44.	CHANGING TIDES 17 LTD VS MOGEMI KK	072466/25	10/09/25	
45.	DEKOKER MM VS BREYTENBACH MJ	154581/25	08/09/25	
46.	STANDARD BANK VS VAN BENTUM B + 1 OTHER	079594/24	22/08/25	
47.	STANDARD BANK VS	091734/24	22/08/25	

	MASUKU LS			
48.	STANDARD BANK VS NXUMALO LC	026089/25	22/08/25	
49.	STANDARD BANK VS MUSETHTA MR + 1 OTHER	052166/23	22/08/25	
50.	CRONJE M VS RAF	38100/21	06/02/25	
51.	MHLONGO NE VS RAF	12169/22	30/06/25	
52.	CELE RN VS RAF	80663/19	22/07/25	
53.	NEDBANK VS MIZANA ENGINEERING & SERVICES LTD + 2 OTHERS	38732/21	13/06/25	
54.	JACA R VS RAF	91500/19	27/06/25	
55.	NDLOVU SA VS RAF	42484/21	23/07/25	
56.	MOILE R VS	15927/21	07/07/25	

	RAF			
57.	DUBAZANE NP VS RAF	15701/22	23/07/25	

BY THE TIME THIS ROLL WAS FINALISED THE UNDERMENTIONED COURT ONLINE MATTERS WERE NOT DISPLAYING DOCUMENTS ON CASELINE

58.	SB GUARANTEE VS THOBEJANE NO	084102/24	12/08/25	
59.	SB GUARANTEE VS SELEPE J	037930/24	12/08/25	
60.	STANDARD BANK VS MAMABOLO M. ATTORNEYS	103496/24	20/08/25	
61.	MONNAGADI AG VS MINISTER OF POLICE	042804/25	15/09/25	

UNOPPOSED MOTIONS

IN COURT 8C AT 10:00
BEFORE THE HONOURABLE JUSTICE LEDWABA AJ

NO	PARTIES	CASE NO	APP DATE	OUTCOME
62.	EX PARTE: SEPTOO CR	126590/25	31/07/25	
63.	EX PARTE: BEETGE JA + 1 OTHER	166903/25	17/09/25	
64.	EX PARTE: MOSTERT J	153567/25	03/09/25	
65.	EX PARTE: FOURIE L	157059/25	05/09/25	
66.	EX PARTE: BRONKHORST S	156767/25	05/09/25	
67.	EX PARTE: RUTHVEN B	161005/25	10/09/25	
68.	EX PARTE: KRUGEL JC	089584/24	03/06/25	
69.	EX PARTE: MALATJI ML	170475/25	23/09/25	
70.	BODY CORPORATE VS MAKHENE IN	014728/25	08/09/25	
71.	BLUE VALLEY GOLF & COUNTRY ESTATE HOMEOWNERS ASSOCIATION VS	099656/25	02/07/25	

	SHONGWE AM + 1 OTHER			
72.	JOY MD (JAY SAKI) VS MINISTER OF HOME AFFAIRS	150193/25	12/09/25	
73.	MINISTER OF DEFENCE & MILITARY VETERANS VS MISELO MM + 3 OTHERS	135361/25	08/09/25	
74.	SUNGWEME P VS MINISTER OF HOME AFFAIRS	140503/24	05/05/25	
75.	SHIKDER S VS MINISTER OF HOME AFFAIRS	136210/24	28/05/25	
76.	MATHEBULA SG + 1 OTHER VS MATHEBULA J + 1 OTHER	078763/24	23/01/25	
77.	MALAZA XE VS REGISTRAR OF DEEDS PTA + 1 OTHER	031258/25	18/09/25	
78.	ZAID Z VS DIRECTOR-GENERAL HOME AFFAIRS	061199/25	25/08/25	
79.	MACHI N VS RAF	1308/22	24/06/25	
80.	MAHLANGU BB VS RAF	8446/15	04/07/25	

81.	DLAMINI F VS RAF	17800/21	22/07/25	
82.	NEDBANK LTD VS BOSCH TGH	8307/22	08/07/25	
83.	NGCOBO PT VS RAF	53063/20	24/04/25	
84.	NEDBANK LTD VS MAGAGULA JM	61118/21	30/06/25	
85.	MKHIZE AB VS RAF	1327/22	22/07/25	
86.	TOYOTA FINANCIAL SERVICES VS TVM CORPORATION LTD	27754/21	26/08/24	
87.	NEDBANK LTD VS KWAMHLANGA CELLPHONE & GENERAL ELECTRICAL DEALERS CC + 1 OTHER	29994/22	26/06/25	
88.	BOHOMELELE DE + 6 OTHERS VS MINISTER OF DEFENCE & MILITARY VETERANS	5155/21	29/08/25	
89.	NTLABATHI L + 9 OTHERS VS	65380/20	28/07/25	

	MINISTER OF DEFENCE & MILITARY VETERANS			

BY THE TIME THIS ROLL WAS FINALISED THE UNDERMENTIONED COURT ONLINE MATTERS WERE NOT DISPLAYING DOCUMENTS ON CASELINE

90.	CHANGING TIDES 17 LTD VS GUMANE HC	098313/24	10/09/25	
91.	CHANGING TIDES 17 LTD VS TSHABANGU SS	123815/24	03/09/25	
92.	GAUTENG PROVINCIAL DEPARTMENT OF ROADS & TRANSPORT VS YAKHUMUZI HARDWARE & STEEL WARE HOUSE	066845/25	13/08/25	

OPPOSED MOTIONS

IN COURT 2C AT 09:00
BEFORE THE HONOURABLE JUSTICE MOOKI J

ITEM	PARTIES	CASE NO	OUTCOME
6.	FL MOTSOANE +4 VS TS MKHIZE +4	111693/24	
14.	CS HENTIQ VS NEF	14490/18	
22.	CROWNED CRANE VS LL NDIMENI	005225/25	

OPPOSED MOTIONS

IN COURT 2D AT 10:00
BEFORE THE HONOURABLE JUSTICE LENYAI J

ITEM	PARTIES	CASE NO	OUTCOME
16.	VOLKSWAGEN VS TTN LOGISTICS	045368/24	
17.	B STEJN VS MC KGOMO	102163/23	
21.	Z CASSIM VS ARELLA AGENCY	009199/24	

OPPOSED MOTIONS

IN COURT A PALACE AT 10:00
BEFORE THE HONOURABLE JUSTICE VAN NIEKERK AJ

ITEM	PARTIES	CASE NO	OUTCOME
4.	BUSINESS PARTNERS VS MK PROPCO	41861/23	
5.	CORNEY VS MK PROPCO	017124/25	
13.	V FORWEGER VS STANDARD BANK	52097/19	
20.	S VERMAAK VS	016669/25	

	H KIBEL		
27.	CAPRICON PHARMACY VS MINISTER OF HEALTH +3	41395/18	
32.	RAF VS N VAN DER MESCHT	82597/18	

OPPOSED MOTIONS

IN COURT 2F AT 10:00
BEFORE THE HONOURABLE JUSTICE SMIT AJ

ITEM	PARTIES	CASE NO	OUTCOME
11.	W POWELL VS MOSAI KWENA TRADING	029465/23	
12.	MUNICIPAL EMPLOYEE FUND VS XBS ADMINISTRATOR	000825/25	

OPPOSED MOTIONS

IN COURT 2G AT 10:00
BEFORE THE HONOURABLE JUSTICE M. COETZEE AJ

ITEM	PARTIES	CASE NO	OUTCOME
11.	M MAKGAMALA VS B/C OF SILVER PINE	056023/23	
39.	J VAN DEN BOSCH VS R VAN DER WESTHUIZEN	129936/23	

URGENT FAMILY COURT MATTERS

(MICROSOFT TEAMS)
BEFORE THE HONOURABLE JUSTICE KHUMALO J

IN COURT 6G AT 10:00
BEFORE THE HONOURABLE JUSTICE FRANCIS-SUBBIAH J

IN COURT 8A AT 10:00
BEFORE THE HONOURABLE JUSTICE SCHOEMAN AJ

NU	PARTIES	CASE NUMBERS
1.	MIRRIAM SUSANNA MALATSE **VS** ABRAHAM RATLOU MALATSE	**2025-195715**
2.	DEWALD VAN TONDER **VS** THE COMISSIONER OF THE CHILDREN'S COURT HELD AT RANDBURG PLUS ONE Bundle not on Caselines	**2025-205130**
3.	MARIO COETZEE **VS** MARELDA MARIA REX	**2025-207737**
4.	JUSTUS VAN WYK VS THE MASTER OF THE HIGH COURT PRETORIA PLUS ONE	**2025-160192**
5.	TSHWAREO DE JENGA OBO NALEDI MMATHLAGE DE JENGA **VS** ISAAC ZIYADUMA DE JENGA	**1003/2021**

SPECIAL INTERLOCUTORY ROLL

IN COURT 8D AT 10:00
BEFORE THE HONOURABLE JUSTICE DAVIS J

1.	NHLAPO M K	VS	RAF	26611/18
2.	XIMBA M C	VS	RAF	21177/21
3.	MOLIFE P	VS	RAF	6144/2021
4.	MATJENI M S	VS	RAF	3859/2021
5.	NTLATLENG L M OBO R	VS	RAF	047712/22
6.	DOTYE N P	VS	RAF	064153/23
7.	MEMELA N	VS	RAF	044773/23
8.	MZOTHO Q E	VS	RAF	024032/23
9.	MOHLALA C	VS	RAF	33379/19
10.	MATSAUNG K P	VS	RAF	26291/15
11.	MASEKO S	VS	RAF	23194/16
12.	HENDRIKSE L L	VS	RAF	46279/20
13.	MABUZA N	VS	RAF	1066/2021
14.	MASHILA K	VS	RAF	096208/23
15.	KRIEL A C	VS	RAF	080857/23

16. PARKIN A VS RAF 19123/22

17. MAKOLA A N VS RAF 3807/2021

18. SIBANYONI S N VS MINISTER OF POLICE + 1 28093/22

19. BUSANA R N VS MINISTER OF POLICE + 1 28092/22

20. BANGANI E VS RAF 052540/23

21. MDLETSHE M S VS RAF 039747/24

22. DAWOOD T VS RAF 139610/24

23. RAKGOALE M B OBO L L VS RAF 19137/15

24. MOFOKENG T E VS RAF 15397/17

25. MBATHA K Z VS RAF 026405/25

26. MBAMBO L C VS RAF 003427/25

27. PHIRI P R VS RAF 008193/25

28. NTOMBELA P K VS RAF 19350/22

29. MAHLANGU Z C VS RAF 33025/21

30. SEKOMA M P VS RAF 36524/22

31. MABASA G C VS RAF 12991/20

32. MASHININI M P VS RAF 004345/23

33. MNTAMBO N C VS RAF 53547/14

34. MOKGOMOGANE M J VS RAF 6778/2019

35.	KHAMBULE N T OBO MINORS	VS	RAF	013383/22
36.	KANANA E D	VS	RAF	012150/23

COURT ONLINE MATTER

37.	VAN DER MERWE A	VS	RAF	038822/22

SPECIAL INTERLOCUTORY ROLL

IN COURT 8B AT 10:00
BEFORE THE HONOURABLE JUSTICE BRAND AJ

1.	KANYANE M M	VS	RAF	3174/2021
2.	LANGA P P	VS	RAF	69073/19
3.	KAHLERT C L	VS	RAF	74526/18
4.	NTSHIKWANE N B	VS	RAF	9787/2021
5.	MATSIBA Y OBO MINOR	VS	RAF	029795/23
6.	SOYIKWANA N	VS	RAF	044765/23
7.	CHAUKE P H	VS	MINISTER OF POLICE	28095/22
8.	APRIL B S	VS	MINISTER OF POLICE	78035/17
9.	MALEBANA O K	VS	T MASONGANYE	024697/25

10.	ZUMGUZI A WAKENI	VS	RAF	25033/19
11.	MTHIMUNYE B B T	VS	RAF	43007/22
12.	KHUZWAYO R T	VS	RAF	62477/20
13.	NGENDAKUMANA E	VS	RAF	050869/22
14.	MOGOEMANG E T	VS	RAF	93972/15
15.	BECK H M L	VS	RAF	98419/15
16.	SIBANYONI S	VS	RAF	107720/23
17.	LEVIN ERIK	VS	RAF	092143/23
18.	KODISANG M A	VS	RAF	32700/22
19.	THWALA X S	VS	RAF	28002/22
20.	COBA D T	VS	RAF	59301/21
21.	NELL K E	VS	RAF	001089/22
22.	ZULU P	VS	RAF	077604/24
23.	TYOLO M	VS	RAF	012329/23
24.	LUTHULI M	VS	RAF	015005/24
25.	MAHLANGU X S	VS	RAF	55213/14
26.	KHUMALO C	VS	RAF	45120/24
27.	MASHABA L A OBO R N	VS	RAF	25937/22

28.	PHETLA E J T OBO O	VS	RAF	080370/24
29.	MADONSELA E SA	VS	RAF	20936/17
30.	MATEPE M	VS	RAF	26839/21
31.	MOKGATA A M	VS	RAF	53516/14
32.	THUBANE S	VS	RAF	25200/14
33.	BALOYI N	VS	RAF	35989/16
34.	SEKGALABYE T	VS	RAF	46553/14
35.	SIMANGO D A	VS	RAF	72624/16
36.	MABEBA L C	VS	RAF	019692/23
37.	BANDA L M	VS	RAF	002181/23

SPECIAL MOTIONS

IN COURT 6B AT 10:00
BEFORE THE HONOURABLE JUSTICE TEFFO J

19506/17;

IN COURT 6C AT 10:00
BEFORE THE HONOURABLE JUSTICE MNGQIBISA-THUSI J

21099/17; 24194/21;

IN COURT 6A AT 10:00
BEFORE THE HONOURABLE JUSTICE NEUKIRCHER J

52347/20;

SPECIAL CIVIL TRIALS

IN COURT 4F AT 10:00
BEFORE THE HONOURABLE JUSTICE NYATHI J

73418/16;

IN COURT 2E AT 10:00
BEFORE THE HONOURABLE JUSTICE BAQWA J

043730/24;

IN COURT 4G AT 10:00
BEFORE THE HONOURABLE JUSTICE MKHABELA J

NO	PARTIES	CASE NO	OUTCOME
1.	P. SEMONO vs MUNICIPAL MANAGER, RAND WEST LOCAL MUNICIPALITY	28554/18	

COMMERCIAL COURT

IN COURT AT 10:00
BEFORE THE HONOURABLE JUSTICE VAN DER WESTHUIZEN J

NO	PARTIES	CASE NO	OUTCOME
	PALESA LEBITSE VS THE MINISTER OF POLICE	62129/2020	

TRIAL DEFAULT JUDGMENT ROLL

IN COURT 8F AT 10:00
BEFORE THE HONOURABLE JUSTICE RAUBENHEIMER AJ

ITEM	PARTIES	CASE NO	APP DATE	OUTCOME
1	BLENNIS N S VS RAF	84906/19	23/04/2024	
2	MOKGOPE R VS RAF	12457/19	01/11/2024	
3	MOTSHEGA M L VS RAF	90468/18	23/02/2024	
4	MAMAILA K VS RAF	012070/24	01/07/2024	
5	LUBANYANA S VS RAF	35144/23	28/11/2024	
6	SEOTLO M S VS RAF	13411/20	01/02/2024	
7	MENDU N P VS RAF	12174/22	30/10/2023	
8	ZOZI H F VS RAF	136321/24	24/10/2024	
9	MBATHA T P VS RAF	6323/19	10/01/2024	
10	MTSHALI S L VS RAF	35368/24	03/12/2024	

TRIAL DEFAULT JUDGMENT ROLL

IN COURT 8G AT 10:00
BEFORE THE HONOURABLE JUSTICE MINNAAR AJ

ITEM	PARTIES	CASE NO	APP DATE	OUTCOME
11	RIKHOTSO G VS RAF	24164/17	10/06/2024	
12	BRITS C VS RAF	31106/21	20/06/2024	
13	LOXTON L C VS RAF	54592/15	23/02/2024	
14	RAMOIPONE S F VS RAF	44906/21	23/02/2024	
15	DERIDDER M VS RAF	38157/21	24/06/2024	
16	STRENGTH N K VS RAF	106426/24	23/10/2024	
17	SHIKWENI N B VS RAF	029696/21	09/12/2024	
18	KAKA S N VS RAF	110378/23	19/11/2024	
19	NCUNU S VS RAF	28342/21	20/04/2023	
20	MOKOLO M M VS RAF	9832/22	07/06/2024	

TAXATIONS

TAXING MASTER	ROOM	TIME	CASE NO	APPLICANT	RESPONDENT
KGANEDI					
	Room 7.41	09h00	86548/19	E H OLIVIER	RAF
	Room 7.41	09h30	68254/18	K G TSHIKORORO	RAF
	Room 7.41	10h00	17886/21	A K CRAUSE	RAF
BEENA					
	Room 23	09h00	095790/23	N L NKOSI	RAF
	Room 23	09h30	4103/21	COURIERIT SA	NATIONAL TREASUR
	Room 23	10h00	083156/23(OP POSED)	DAWIE FAMILIE TRUS	BARZANI 53 (PTY)

OBAKENG					
	Room 2.50	09h00	73043/19	N DLAMINI	RAF
	Room 2.50	09h30	63050/17	M MABELA	RAF
	Room 2.50	10h00	49329/20	M SKOSANA	RAF
	Room 2.50	10h30	20232/15	S S NKABINDE	RAF
	Room 2.50	11h00	4431/21	S A MAKHOBA	MEC HEALTH,GP
MHLAVA					
	Room 6.30	09h00	650/18	V A DUBAZANA	
	Room 6.30	09h30	60731/20	L L DE WEE	DEPUTY INFO OFFICE
	Room 6.30	10h00	46801/21	T BUSO	RAF
	Room 6.30	11h00	56586/21	S F AMENETJA	RAF
SIBIYA					
	Room 17	09h00	94045/19	L SKOSANA	RAF
	Room 17	09h30	7117/16	N N MASTERS	RAF
	Room 17	10h00	20205/20	M MPKGOLOBOTHO	RAF
	Room 17	11h00	13198/20	P MOLOISI	RAF

IN THE HIGH COURT OF SOUTH AFRICA

(GAUTENG DIVISION, PRETORIA)

PRETORIA THIS 11 NOVEMBER 2025

TUESDAY

ROLL ONE CONSISTS OF NON-RAF MATTERS ONLY

ROLL CALL BEFORE THE HONOURABLE ADJP POTTERILL COURT 8E AT 09:30

ITEM	PARTIES	CASE NO	APP DATE	LAW FIRM	ALLOCATION	OUTCOME
1	AFRIKAANS IS GROOT VS E B COLESKE	38989/18	26/06/23	J I VAN NIEKERK		

OPPOSED DIVORCES

ROLL CALL BEFORE THE HONOURABLE ADJP POTTERILL COURT 8E AT 09:30

ITEM	PARTIES	CASE NO	APP DATE	LAW FIRM	ALLOCATION	OUTCOME
2	A J VS N V RAMALOKO	093943/23	30/01/25	SEKATI MONYANE		
3	L VS S J MOJAPELO	040331/24	17/03/25	SHAPIRO		
4	W M C VS V A MASH	7390/18	04/02/25	B SWANEPOEL		

ROLL TWO CONSISTS OF RAF MATTERS ONLY

ROLL CALL BEFORE THE HONOURABLE ADJP POTTERILL IN COURT 8E AT 09:30

ITEM	PARTIES	CASE NO	APP DATE	LAW FIRM	ALLOCATION	OUTCOME
5	U MUNCHANO	60063/21	18/11/22	SAVAGE		
6	T H TAU	26677/18	18/11/22	T P MAGORO		
7	K DUBE	83872/17	23/05/23	NKUNA		

8	D B MOCHE	36893/13	04/05/23	MAHLANGU P M		
9	E N DIKO	51495/20	06/03/23	VAN NIEKERK		
10	L N MTETWA	51439/20	06/03/23	VAN NIEKERK		
11	N C MCHUNU	50026/21	07/03/23	VAN NIEKERK		
12	B A MJWENI	4957/21	07/03/23	VAN NIEKERK		

ROLL THREE CONSISTS OF SPECIAL DEFAULTS

ROLL CALL BEFORE THE HONOURABLE ADJP POTTERILL IN COURT 8E AT 09:30

ITEM	PARTIES	CASE NO	APP DATE	LAW FIRM	ALLOCATION	OUTCOME
13	R S MODISE	14401/19	31/07/25	DE BROGLIO		
14	K P MDLADLA	14617/21	07/08/25	EHLERS		
15	K M JACOBS	48539/20	22/08/25	KRITZINGER		
16	P H WAGNER	43847/17	22/08/25	DE BROGLIO		
17	L I NTOLA	2998/20	22/08/25	SOTSHINTSHI		
18	ADV S LOTTER	16246/18	22/08/25	SAVAGE		
19	M E MABUNDA	30923/17	26/08/25	SCHUTTE		
20	N W SHUSHA	33833/18	26/08/25	GODI		
21	V G SHABANE	74635/18	03/09/25	KOTLOLO		
22	M V MASHILE	844/19	25/09/25	MADIBA		
23	P B JELE	54523/20	26/09/25	SEPEDI LEDWABA		
24	J NKOANA	18547/22	10/10/25	SEPEDI LEDWABA		

ROLL FOUR CONSISTS OF SETTLED MATTERS

ROLL CALL BEFORE THE HONOURABLE ADJP POTTERILL IN COURT 8E AT 09:30

ITEM	PARTIES	CASE NO	OUTCOME
1.	M E RAMOTSHELA VS RAF	081319/23	
2.	S H TIKANA VS RAF	75677/17	
3.	N C TEMBE VS RAF	21463/22	

CIVIL TRIAL JUDGES

IN COURT AT 10:00
BEFORE THE HONOURABLE JUSTICE BAM J

IN COURT 2B AT 10:00
BEFORE THE HONOURABLE JUSTICE MUNZHELELE J

IN COURT AT 10:00
BEFORE THE HONOURABLE JUSTICE MAKAMU J

IN COURT AT 10:00
BEFORE THE HONOURABLE JUSTICE AVVAKOUMIDES AJ

IN COURT AT 10:00
BEFORE THE HONOURABLE JUSTICE PAUER AJ

IN COURT AT 09:30
BEFORE THE HONOURABLE JUSTICE HASKINS AJ

IN COURT AT 10:00
BEFORE THE HONOURABLE JUSTICE MANAMELA AJ

IN COURT AT 10:00
BEFORE THE HONOURABLE JUSTICE MOGALE AJ

"END OF ROLL"

IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION PRETORIA

Case No: 2025-081450

In the matter between:

PERSONAL INJURY PLAINTIFF LAWYERS ASSOCIATION ("PIPLA")	**FIRST APPLICANT**
LUNGA, SINDY CYNTHIA OBO LUNGA, BANELE	**SECOND APPLICANT**
NGOMANE, KEDISALETSE DOROTHY	**THIRD APPLICANT**
MEYER, JOHANNA HERMINIA	**FOURTH APPLICANT**
UDDIN, SALAH	**FIFTH APPLICANT**
MOTAU, KHOSI SIBONGILE OBO MINOR	**SIXTH APPLICANT**

and

THE JUDGE PRESIDENT OF THE GAUTENG DIVISION OF THE HIGH COURT.	**FIRST RESPONDENT**
THE MINISTER OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT	**SECOND RESPONDENT**
THE CHAIRPERSON OF THE RULES BOARD FOR COURTS OF LAW	**THIRD RESPONDENT**

THE ROAD ACCIDENT FUND	**FOURTH RESPONDENT**
GAUTENG ATTORNEYS ASSOCIATION	**FIFTH RESPONDENT**
LAW SOCIETY OF SOUTH AFRICA	**INTERVENING PARTY**

FILING SHEET- CONFIRMATORY AFFIDAVIT

CONFIRMATORY AFFIDAVIT OF MS P SINGH SERVED AND FILED BY

DATED AT **JOHANNESBURG** ON THIS 24TH DAY OF **NOVEMBER** 2025.



DE BROGLIO ATTORNEYS INC
ATTORNEYS FOR THE APPLICANTS
Brookfield Office Park
Ground Floor, South Block
272 Bronkhorst Street
Nieuw Muckleneuk
Tel: 011-788 7273
Fax: 011-788 7274
Email: prishani@onlinelaw.co.za

TO: **THE JUDGE PRESIDENT OF THE GAUTENG DIVISION OF THE HIGH COURT.**
JUDGE PRESIDENT DUNSTAN MLAMBO
FIRST RESPONDENT
State Attorney- Pretoria
Email: SMatome@justice.gov.za

AND TO: **THE MINISTER OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT**
SECOND RESPONDENT
State Attorney- Pretoria

Email: SMatome@justice.gov.za

AND TO: **THE ROAD ACCIDENT FUND**
FOURTH RESPONDENT
Z and Z Ngogodo Attorneys
Email: wendy@ngolawjhb.co.za

AND TO: **THE GAUTENG ATTORNEYS ASSOCIATION**
FIFTH RESPONDENT
Email: ndangi@nntinc.co.za

AND TO: **THE LAW SOCIETY OF SOUTH AFRICA**
Email: itumeleng@lssa.org.za
Email: ncumisa@lssa.org.za

IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION PRETORIA

Case No:2025-081450

In the matter between –

PERSONAL INJURY PLAINTIFF LAWYERS ASSOCIATION ("PIPLA")	**FIRST APPLICANT**
LUNGA, SINDY CYNTHIA OBO LUNGA, BANELE	**SECOND APPLICANT**
NGOMANE, KEDISALETSE DOROTHY	**THIRD APPLICANT**
MEYER, JOHANNA HERMINIA	**FOURTH APPLICANT**
UDDIN, SALAH	**FIFTH APPLICANT**
MOTAU, KHOSI SIBONGILE OBO MINOR	**SIXTH APPLICANT**

and

THE JUDGE PRESIDENT OF THE GAUTENG DIVISION OF THE HIGH COURT.	**FIRST RESPONDENT**
THE MINISTER OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT	**SECOND RESPONDENT**
THE CHAIRPERSON OF THE RULES BOARD FOR COURTS OF LAW	**THIRD RESPONDENT**
THE ROAD ACCIDENT FUND	**FOURTH RESPONDENT**
GAUTENG ATTORNEYS ASSOCIATION	**FIFTH RESPONDENT**

CONFIRMATORY AFFIDAVIT

I, the undersigned,

PRISHANI SINGH

hereby state under oath as follows:

PS
NS

[1] I am a major female attorney in the employ of de Broglio Inc attorneys

[2] The facts set out in this affidavit are within my personal knowledge, save where the contrary appears from the context, and are true and correct.

[3] I have read the supplementary replying affidavit of Justin Erasmus ("**Mr Erasmus**"). I confirm the correctness of the facts therein contained insofar as they relate to me or de Broglio Inc. In particular, I confirm the following:

[a] I am the attorney responsible for dealing with the matters of Soowamber v RAF, Botha v RAF and Da Gama v RAF.

[b] I attended the mediations in those matters with Mr Erasmus.

[c] The Soowamber matter was only settled the day before trial, on 25 August 2025, in circumstances described in the supplementary replying affidavit of Mr Erasmus.

[d] The Botha matter only settled on 12 November 2025, in circumstances described in the supplementary replying affidavit of Mr Erasmus.

[e] The Da Gama matter has not settled and is set down for trial on 26 October 2026 for reasons set out in the supplementary replying affidavit of Mr Erasmus.

[4] In the applicants' supplementary affidavit, it was explained that de Broglio Inc had, by 13 August 2025, delivered 686 amplified Rule 41A notices and 65 orders had already been obtained against the RAF in the Special Interlocutory Court. The RAF erroneously contends that these figures were inflated for "dramatization".

[5] In truth, the number of amplified Rule 41A notices delivered by de Broglio Inc by 13 August 2025 were a little more than 686 (698 in total).

[6] I will upload to Caselines two separate bundles of documents:

PS
NS

[a] The first, titled "de Broglio Rule 41A notices" comprise 502 amplified Rule 41A notices delivered to the RAF up 13 August 2025.

[b] The second, titled "de Broglio SIC orders" comprises 196 Special Interlocutory Court orders granted against the RAF in respect of amplified Rule 41A notices delivered to the RAF up to 13 August 2025.

[7] Where orders have already been granted in the Special Interlocutory Court, I do not also include the amplified Rule 41A notice, because orders are only granted in the Special Interlocutory Court after delivery of such notices. In other words, an order in the Special Interlocutory Court in any particular matter presupposes prior delivery of an amplified Rule 41A notice is that matter.

[8] Some of the Special Interlocutory Orders referred to in paragraph 6[b] above were granted after 13 August 2025, but the relevant amplified Rule 41A notice in each matter was delivered before 13 August 2025. The dates on the orders speak for themselves.

DEPONENT

I certify that:

1. The Deponent acknowledged to me that:
    a. She knows and understands the contents of this declaration;
    b. She has no objection to taking the prescribed oath; and
    c. She considers the prescribed oath to be binding on her conscience.
2. The Deponent thereafter uttered the words "I swear that the contents of this declaration are true, so help me God".
3. The Deponent signed this declaration in my presence at the address set out hereunder on 24.11.2025.

NS

COMMISSIONER OF OATHS

NONKULULEKO SITHOLE
PRACTISING ATTORNEY
NT MDLALOSE INCORPORATED
COMMISSIONER OF OATHS
PRACTISING ATTORNEY R.S.A.
114 Jan Smuts Avenue, Parkwood, JHB
Tel: 011 331 5110

Designation and Area:

Full names:

Street Address:

THE HIGH COURT OF SOUTH AFRICA

GAUTENG DIVISION, PRETORIA

CASE NO: 2025-0881450

(1) REPORTABLE: YES
(2) OF INTEREST TO OTHER JUDGES: YES
(3) REVISED: YES

23/07/2026

In the matter between:

PERSONAL INJURY PLAINTIFF

LAWYERS' ASSOCIATION	**FIRST APPLICANT**
CITY LUNGA CYNTHIA OBO	
BANELE LUNGA	**SECOND APPLICANT**
KEDESALETSE DOROTHY NGOMANE	**THIRD APPLICANT**
JOHANNA HERMINA MEYER	**FOURTH APPLICANT**
SALAH UDDIN	**FIFTH APPLICANT**
KHOSI SIBONGILE MOTAU OBO MINOR	**SIXTH APPLICANT**
LAW SOCIETY OF SOUTH AFRICA	**SEVENTH APPLICANT**

and

JUDGE PRESIDENT OF THE GAUTENG

DIVISION OF THE HIGH COURT **FIRST RESPONDENT**

MINISTER OF JUSTICE AND

CONSTITUTIONAL DEVELOPMENT **SECOND RESPONDENT**

CHAIRPERSON OF THE RULES BOARD

FOR THE COURT OF LAW **THIRD RESPONDENT**

ROAD ACCIDENT FUND **FOURTH RESPONDENT**

GAUTENG ATTORNEYS ASSOCIATION **FIFTH RESPONDENT**

JUDGMENT

Molahlehi JP, Mashile and Nkutha-Nkontwana JJ

Introduction

[1] This matter concerns the validity of a Directive Introducing Mandatory Mediation in the Gauteng Division ("the Directive") issued by the Judge President requiring litigants to engage in mediation before their matters may be enrolled for trial. The Directive is directed at improving efficiency in the civil justice system. Its validity turns on whether it falls within the scope of the power to regulate court process under Section 173 of the Constitution.

[2] The Applicants contend that it exceeds that power, alters the operation of the Uniform Rules, and operates in practice as a barrier to access to courts,

particularly for indigent litigants. The Respondents contend that it is a rational case-management measure regulating the progression of litigation. The question is whether a measure framed at procedural regulation may, in its effect, condition access to adjudication, and, if so, whether it is constitutionally permissible. The matter is opposed. It is common cause that the exercise of power is to be assessed under the principle of legality.

[3] Three issues arise: whether the Directive falls within the scope of the Court's power to regulate process in terms of Section 173 of the Constitution[1]; whether, in its operation, it imposes a precondition to adjudication; and whether, in consequence, it is constitutionally valid, taking into account the rights to access courts and to equal protection and benefit of the law. The Applicants do not challenge mediation as such, but its compulsory character and operation as a condition for trial enrolment. The Respondents emphasise the pressures on the court system and the need to ensure that only matters requiring adjudication proceed to trial.

Factual Background

[4] The Directive was issued pursuant to sustained pressure on the civil trial rolls in the Gauteng Division, particularly in Road Accident Fund ("RAF") litigation, much of which is resolved without adjudication. On 22 April 2025, the Judge President introduced a Directive, with an accompanying protocol, requiring parties, before trial enrolment, to engage in mediation and file a mediator's report reflecting its outcome.

[5] The application was delivered on 30 May 2025. This followed an unsuccessful application for direct access to the Constitutional Court on

[1] Constitution of the Republic of South Africa Act, 108 of 1996.

26 May 2025. The application was initially pursued on an urgent basis. On 2 June 2025, the Applicants sought consent from the Chief Justice in terms of Section 47 of the Superior Courts Act, 10 of 2013 ("the Superior Courts Act") to cite the Judge President. On 4 June 2025, the Chief Justice informed them that, in the circumstances of the matter, such consent was not necessary.

[6] On 9 June 2025, a revised Directive introduced transitional measures for matters with existing trial dates. The matter was not enrolled in the urgent court and was subsequently case-managed. On 22 July 2025, the parties attended a case management meeting before the Acting-Judge President, who issued directions on 30 July 2025 regulating the further conduct of the proceedings.

[7] Pursuant to those directions, the Applicants delivered a supplementary affidavit on 13 August 2025. On 21 August 2025, the Law Society of South Africa applied to be joined as a co-Applicant. In early September 2025, the First to Fourth Respondents (" the Judge President Respondents") delivered notices in terms of Rule 6(5)(d)*(iii)* of the Uniform Rules of Court, raising the Applicants' alleged non-compliance with Section 47(1) of the Superior Courts Act. Consequently, they did not file answering affidavits. The parties exchanged heads of argument in October 2025.

[8] The Judge President Respondents raised several preliminary points which, if upheld, may be dispositive of the matter. It is therefore prudent to consider those points at the outset. The points raised were: (i) urgency; (ii) non-compliance with Rule 47(1) of the Uniform Rules of Court; (iii) *locus standi*; and (iv) non-joinder. It is convenient to state at this stage that the issue of urgency was ultimately conceded and no longer remained in dispute. Accordingly, it is unnecessary to deal with that issue further in this judgment.

Locus standi

[9] During the hearing, the court ruled that the Applicants had *locus standi* and that it would provide reasons in this judgment. The Judge President Respondents contend that the standing issue must be approached with reference to the Constitution rather than through the narrower lens of the common law. While *K Malao Inc v Minister of Transport and Others*[2], on which they rely, confirms the uncontroversial principle that an attorney does not acquire a client's cause of action merely by acting on the client's behalf, that principle does not find application here.

[10] It is significant to note that the Applicants do not seek to enforce the substantive claims of RAF claimants. Their complaint is that the Directive is directed at legal practitioners themselves, regulates the manner in which they may conduct litigation, and threatens consequences for non-compliance. The challenge is therefore founded upon an alleged infringement of their own rights and interests. Although the Directive is intended for legal practitioners, it inevitably affects the litigants they represent, most of whom are indigent members of society.

[11] The Applicants are adamant that their *locus standi* is founded on Section 38 of the Constitution, which confers standing generously and permits a person acting in their own interest, on behalf of another person, as a member of or in the interests of a group or class of persons, or in the public interest, to approach a court alleging that a right in the Bill of Rights has been infringed or threatened. The Constitutional Court has held that standing under Section 38 must be interpreted broadly and purposively in order to facilitate, rather than hinder,

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[2] *K Malao Inc v Minister of Transport and Others* (43422/20) [2022] ZAGPPHC 172 at paras 6-9.

access to courts and the effective protection of constitutional rights.[3] In this matter, the Applicants have demonstrated a direct interest.

[12] However, the generous approach to standing does not dispense with the requirement that an applicant demonstrate a genuine and sufficient interest in the relief sought and establish a factual basis for the alleged infringement or threatened infringement of a constitutional right. The question is therefore not merely whether the Applicants invoke Section 38, but whether, on the facts presented, they fall within one of the categories recognised by that provision and have shown that the rights they seek to vindicate are indeed implicated.

[13] In *Giant Concerts CC v Rinaldo Investments (Pty) Ltd*[4], the court remarked that a litigant invoking Section 38 must demonstrate a sufficient interest in the relief sought but is not required at that stage to establish the infringement alleged. The question is whether the litigant is a proper party to advance the claim, not whether the claim will ultimately succeed.[5]

[14] Given the factual background and evidence in this matter, I am persuaded that the Directive is not merely an internal administrative arrangement between the RAF and its litigants. It purports to prescribe obligations for legal practitioners representing claimants, governs aspects of their professional conduct in litigation involving the RAF, and may adversely affect their ability to represent their clients in accordance with their professional duties and obligations to the court. Any consequences flowing from compliance or non-compliance would be visited not only upon claimants but also upon the practitioners themselves. In this matter, the

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[3] *Ferreira v Levin NO and Others; Vryenhoek and Others v Powell NO and Others* 1996 (1) SA 984 (CC); 1996 (1) BCLR 1 (CC) at paras 165-166.
[4] *Giant Concerts CC v Rinaldo Investments (Pty) Ltd, and Others* [2012] ZACC 28; 2013 (3) BCLR 251 (CC) at paras 33 – 35 and 41,
[5] See also, *Tulip Diamonds FZE v Minister of Justice and Constitutional Development and Others* 2013 (2) SACR 443 (CC) at paras 25-26, and 31.

Applicants have demonstrated a direct and substantial interest in the validity of the Directive.

[15] In *Lawyers for Human Rights v Minister of Home Affairs and Others* [6], the Court confirmed that an association may litigate where there is a sufficient nexus between the organisation, the interests it seeks to protect, and the subject matter of the litigation. That requirement is satisfied here. The Applicants represent legal practitioners whose conduct is directly regulated by the Directive. The relief sought is directed at that regulatory framework. Individual joinder of practitioners is neither necessary nor appropriate for the determination of the issues raised.

[16] The provisions of Section 38 must be applied in a manner that promotes, rather than impedes, the effective ventilation of constitutional issues. This is not a case in which legal practitioners seek to vindicate the rights of their clients on their behalf. Rather, the challenge is directed at the validity of a measure that operates directly upon the Applicants themselves. In those circumstances, an unduly restrictive approach to standing would be inconsistent with both the purpose and spirit of Section 38. The Applicants have accordingly established a sufficient and direct interest in the matter, both in their own capacities and in their representative capacities on behalf of their members, to found standing under Section 38. The point *in limine* relating to standing must therefore fail.

Joinder of the Law Society of South Africa ("LSSA")

[17] Insofar as joinder is concerned, the Court ruled in favour of the LSSA's application and indicated that its reasons would be set out in this judgment. These are those reasons. At the outset, it should be noted that the application was not

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[6] *Lawyers for Human Rights and Another v Minister of Home Affairs and Another* 2004 (4) SA 125 (CC) at paras14-18.

opposed. The reasons that follow are therefore provided primarily for the sake of completeness and to explain the basis upon which the Court exercised its discretion. In that sense, they may be fairly described as gratuitous.

[18] The Law Society of South Africa ("LSSA") is the representative body of the legal profession, established to safeguard the independence of the profession, promote access to justice, and advance the rule of law. It seeks leave to intervene in these proceedings on the basis that it has a direct and substantial interest in their outcome. The LSSA challenges the Directive on substantially the same grounds advanced by the Applicants. In particular, it contends that the Directive constitutes an impediment to access to courts, especially for economically vulnerable litigants such as RAF claimants. According to the LSSA, the Directive lacks a clear statutory foundation and appears to be based on limited empirical data.

[19] The LSSA further emphasises the absence of measures to accommodate indigent litigants, including those represented through Legal Aid South Africa. It submits that the practical effect of the Directive may be to impede, and in some instances effectively deny, access to justice for such litigants.

[20] In these circumstances, the LSSA contends that its joinder is both necessary and appropriate, given its direct and substantial interest in the issues raised and the relief sought by the Applicants.

[21] Joinder is regulated by the provisions of Rule 10 of the Uniform Rules of Court and provides that:

> "(1) Any number of persons, each of whom has a claim, whether jointly, jointly and severally, separately or in the alternative, may join as plaintiffs in one action against the same defendant or defendants against whom any one or more of such persons

> proposing to join as plaintiffs would, if he brought a separate action, be entitled to bring such action, provided that the right to relief of the persons proposing to join as plaintiffs depends upon the determination of substantially the same question of law or fact which, if separate actions were instituted, would arise on each action, and provided that there may be a joinder conditionally upon the claim of any other plaintiff failing."

[22] The purpose of the Rule is to permit multiple persons to litigate together in a single action where their claims are sufficiently connected. In such circumstances, joinder avoids a multiplicity of proceedings, reduces costs, and promotes consistency in judicial outcomes. The Rule applies where each claimant has a cause of action against the same defendant, could have instituted separate proceedings, and where the entitlement to relief depends on substantially the same questions of law or fact. In addition, the joinder of the claimants must facilitate the convenient, efficient, and effective determination of the dispute.

[23] The significance of joinder cannot be over-emphasised. It arises where a party has a direct and substantial interest in the order sought. In such circumstances, a court should not adjudicate the dispute or make findings affecting that party's rights or interests without first ensuring that the party has been joined and afforded an opportunity to be heard. This principle was reaffirmed in *Cuducap (Pty) Ltd v De Bruyn* [7], where Meyer JA, citing *Mkhonto and Others v Compensation Solutions (Pty),* stressed that courts will not make determinations prejudicially affecting the interests of absent parties.

[24] The issue, therefore, is whether the LSSA has a direct and substantial interest in the subject matter of the litigation. Such interest has been interpreted as a legal interest in the subject matter of the proceedings that may be

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[7] *Cuducap (Pty) Ltd v De Bruyn* [2024] ZASCA 62 at para 9. See also, *Mkhonto and Others v Compensation Solutions (Pty) Ltd* [2017] ZACC 35; 2017 (11) BCLR 1408 (CC); 2018 (1) SA 1 (CC) at para 92.

prejudicially affected by the judgment of the court. Absent such an interest, a party is not entitled to be joined. In the present matter, the LSSA has satisfied these requirements. First, the Directive has a direct impact on access to courts, as well as on the economic viability and professional independence of legal practitioners. These are matters that fall squarely within the objects and mandate of the LSSA, which exists to represent and protect the interests of the legal profession and to promote the proper administration of justice. Accordingly, any order concerning the validity or implementation of the Directive is capable of materially affecting the interests the LSSA is mandated to safeguard.

[25] Needless to add, these are matters that fall squarely within the LSSA's constitutional mandate. As the Directive raises systemic issues pertaining to the right of access to courts in terms of Section 34 of the Constitution, and impacts upon a clearly identifiable class of practitioners represented by the LSSA, its joinder is both necessary and consistent with Rule 10. Such joinder serves to avoid prejudice and ensures that the Court benefits from a fully informed and representative adjudication of the issues. Furthermore, quite apart from its direct and substantial interest in the outcome of these proceedings, the LSSA, like PIPLA, would have enjoyed standing under Section 38 of the Constitution and would therefore have been entitled to be joined.

Non-compliance with Section 47 of the Superior Courts Act, 10 of 2013

[26] In response to the letter of 2 June 2025 by which the Applicants sought permission to cite the Judge President of the Gauteng Division, the Chief Justice advised that in the circumstances of the matter, her consent was not required. The letter of the Applicants to the Chief Justice, in relevant part, reads as follows:

> "2. Our clients' recent application for direct access to the Constitutional Court to seek the same relief was unsuccessful. For your convenience, we

attach hereto a copy of the order of the Constitutional Court dated 26 May 2025, marked "A", and a copy of the notice of motion in the intended application in the Gauteng Division, marked "B".

3. The Judge President of the Gauteng Division of the High Court is cited as the first Respondent. We hereby request your consent to cite the Honourable Judge President of the Gauteng Division in the aforesaid application in terms of Section 47(1) of the Superior Courts Act 10 of 2013.

4. We humbly request your urgent attention to the matter, as we will only be able to issue the intended urgent application upon receipt of your consent requested herein. We confirm that no relief is sought against the Honourable Judge President in his personal capacity."

[27] The Judge President Respondents contend that the Applicants' reliance on the Chief Justice's response is misplaced and cannot yield the interpretation they seek to attribute to it. According to the Judge President Respondents, the Chief Justice's letter must be understood with reference to the context in which it was written. Section 47(1) of the Superior Courts Act contemplates that a litigant who intends to institute civil proceedings against a judge must first obtain the consent of the Chief Justice before commencing such proceedings. In this matter, however, the Applicants approached the Chief Justice only after the application had already been launched.

[28] On the Judge President Respondents' construction, the Chief Justice's response merely conveyed that, because the proceedings had already been launched without compliance with the statutory requirement, there was no role for her to perform at that stage. They submit that the response was therefore

procedural in nature and did not constitute a determination that the Judge President was acting in an administrative rather than a judicial capacity. Consequently, so the argument goes, the letter cannot be relied upon as authority for the proposition that the consent contemplated in Section 47(1) was unnecessary.

[29] Section 47(1) of the Superior Courts Act has engaged the attention of several Divisions of the High Court. The jurisprudence that has emerged is not entirely uniform. Although divergent approaches are discernible, the weight of authority appears to favour the view that the requisite consent contemplated in Section 47(1) must be obtained before the institution of proceedings and that non-compliance with that requirement is fatal to the proceedings. Given these differing judicial interpretations, it is appropriate to set out the provisions of Section 47(1) in full:

> "47. Issuing of summons or subpoena in civil proceedings against judge—
>
> (1) Except for an application made in terms of the Domestic Violence Act, 1998 (Act 116 of 1998), no civil proceedings by way of summons or notice of motion may be instituted against any judge of a Superior Court, and no subpoena in respect of civil proceedings may be served on any judge of a Superior Court, except with the consent of the head of that court or, in the case of a head of court or the Chief Justice, with the consent of the Chief Justice or the President of the Supreme Court of Appeal, as the case may be."

[30] The section preserves the long-standing common-law and statutory doctrine of leave to sue a judge. In essence, no civil proceedings may be instituted against a judge without the consent of the head of the court concerned. The section is the successor to Section 25(1) of the repealed Supreme Court Act 59 of 1959. Its principal purpose is not to confer substantive immunity on

judges but to protect judicial independence and the administration of justice against vexatious, ill-founded, or disruptive litigation.[8]

[31] The most significant modern authority is *Freedom Under Law v Motata (Freedom Under Law)*[9], where Mlambo JP held that the protective purpose of Section 47(1) remains directed at safeguarding judicial independence and the efficient functioning of the courts. The Court further held that the doctrine may continue to apply even in relation to retired judges, depending on the circumstances, and that the decisive enquiry is whether good cause has been shown for the granting of consent. The section does not create substantive immunity from accountability. Rather, it establishes a procedural threshold which must first be crossed before litigation may proceed.[10]

[32] For the Applicants, the issue turns on the proper interpretation of the Chief Justice's response to the Applicants' letter dated 2 June 2025. It is common cause that the Applicants sought the Chief Justice's consent only after the application had already been issued on 30 May 2025, even though Paragraph 4 of the letter of the Applicants quoted above suggests otherwise. The Applicants contend that, in her response, the Chief Justice made an administrative determination that her consent was not required in the circumstances of this matter. Relying on *Oudekraal Estates (Pty) Ltd v City of Cape Town and Others*[11], the Applicants argue that, unless and until a competent court sets aside that determination, it continues to exist in fact and to produce legal consequences binding on the parties. Accordingly, so long as the Chief Justice's determination remains extant,

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[8] H McCreath, R Koen "Defending the Absurd: The Iconoclasts Guide to Section 47(1) of the Superior Courts Act 10 of 2013" *PER* (Online) 2014(17)5 pp 1789-1827

[9] *Freedom Under Law v Judge Motata* 2021 JDR 0077 (GP) at para 34.

[10] *Freedom Under Law* was recently followed in *Zuma and Another v Chairperson of the Commission Commissioner Sisi Khampepe and Others* 2026 JDR 1624 (GJ).

[11] *Oudekraal Estates (Pty) Ltd v City of Cape Town and Others* 2004 (6) SA 222 (SCA) at paras 37-38.

the Applicants submit that the position persists that no consent from the Chief Justice is required.

[33] In turning the spotlight on the interpretation of the contents of the Chief Justice's letter, the Applicants ignore the fact that Section 47(1) is couched in peremptory terms and requires that consent be obtained before the launch of proceedings. The Chief Justice's statement that– in the circumstances of this matter– her consent was not required, cannot operate to undermine or override the provisions of the section, which remain binding unless and until amended by Parliament.

[34] Indeed, it is apparent from the Applicants' letter to the Chief Justice that they acknowledge the requirement that consent must be obtained before proceedings are instituted. This is unambiguous from both the language of the section and the Applicants' letter at Paragraph 4, which demonstrates an appreciation of the statutory obligation. Their failure to comply with that requirement before the issuance of the application is therefore fatal to their case. A subsequent interpretation cannot cure it of the Chief Justice's correspondence.

[35] The Chief Justice's letter must be understood to mean that the launch of the application had superseded any prior consent she may have granted. In the circumstances of this matter, any purported consent would, in any event, have been defective and invalid. Her response was therefore consistent with the provisions of Section 47(1) of the Superior Courts Act. All considered, the Applicants' failure to obtain consent from the Chief Justice is fatal to the application.

[36] Lastly, something must be said about the Applicants' letter to the Chief Justice requesting her consent to cite the Judge President. Both the text of the

letter and the circumstances in which it was written render it substantively misleading. When the author stated in Paragraph 4 that "... we will only be able to issue the intended urgent application upon receipt of your consent requested herein ...", he or she knew that the application had already been issued on 30 May 2025.

[37] The statement aforesaid conveyed the clear impression that the application had not yet been launched and that its issuance was contingent upon the Chief Justice's consent. That impression was false. The true position was that the application had already been issued, and the Applicants were seeking the Chief Justice's consent only thereafter. The letter did not disclose this material fact. By omitting it, the author created a misleading impression regarding both the procedural status of the application and the purpose for which the Chief Justice's consent was being sought. In the circumstances, the letter cannot be regarded as a full and candid disclosure of the relevant facts.

The Order

[37] The last issue concerns the order that must follow from the finding that the Applicants' failure to obtain the requisite consent is incurable because the application was void *ab initio.* In *Amalgamated Lawyers Association*[12], Sutherland DJP held that proceedings instituted without the required consent are a nullity from inception and that there is no scope for condonation of such non-compliance. That principle was reaffirmed by Mudau J in *Zuma and Another v Chairperson of Commission – Commissioner Khampepe and Others supra*, where he stated:

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[12] *Amalgamated Lawyers Association and another v Judicial Service Commission and Others* (Leave to Appeal) 2023 JDR 4411 (GJ) at para 4.

> "Consent must be obtained before proceedings are instituted. The requirement is jurisdictional and peremptory. Once proceedings are launched without consent, they are a nullity from the start and cannot be validated."[13]

[38] The effect of these authorities is clear. Where consent is a jurisdictional prerequisite to the institution of proceedings, the failure to obtain it before launching the application deprives the court of jurisdiction to entertain the matter. The defect is fatal in nature and is therefore not capable of being cured by condonation or the subsequent request and obtaining of consent. The proceedings are void from inception and must be treated as though they never validly existed.

[39] It follows that the appropriate order is not to dismiss the application on its merits, nor to strike it from the roll for want of compliance. Rather, the court must declare that the proceedings are a nullity and set aside all process founded upon them. Any subsequent steps taken in the purported application, including the later procurement of consent, cannot breathe life into proceedings that were invalid at the moment of their institution. Accordingly, the application falls to be dismissed as a nullity, with the consequences that ordinarily follow.

[40] In the result, the following order is made:

1. The point *in limine* concerning the Applicants' failure to obtain consent from the Chief Justice, as envisaged in Section 47(1) of the Superior Court Act, 10 of 2013, is upheld;
2. The Applicants' non-compliance with Section 47(1) of the Superior Courts Act, 10 of 2013 renders these proceedings a nullity;
3. The application is dismissed;

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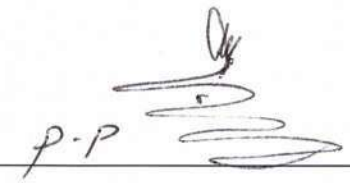
[13] At *Zuma and Another v Chairperson of the Commission, Commissioner Sisi Khampepe and Others* 2026 JDR 1624 (GJ) at para 53.

4. The Applicants are directed, jointly and severally, the one paying the others to be absolved, to pay the costs of the Respondents, such costs are to include those of two Counsel where so employed.



JP MOLAHLEHI
ACTING JUDGE OF THE HIGH COURT
GAUTENG DIVISION, PRETORIA



MASHILE J
ACTING JUDGE OF THE HIGH COURT
GAUTENG DIVISION, PRETORIA



NKUTHA-NKONTWANA J
ACTING JUDGE OF THE HIGH COURT
GAUTENG DIVISION, PRETORIA

Appearances

For First to Sixth Applicants:	Adv AP Joubert SC Adv NJ Horn
Instructed by:	de Broglio Attorneys Inc
For the Seventh Applicant:	Adv JT Mabuza
Instructed by:	Maliseha Attorneys
For Frist to Third Respondents:	Adv MW Dlamini SC Adv Adv T Phungula
Instructed by:	State Attorney Pretoria
For the Fourth Respondent:	Adv K Mvubu Adv MS Zwane
Instructed by:	Z and Z Ngogodo Incorporated
For the Fifth Respondent:	Adv SJ Myburgh SC Adv JC Van Eeeden Adv T Mabuya
Instructed by:	Van Niekerk Attorneys Inc. C/O NNT Inc

Heard: 11-12 June 2026

Delivered: This judgment is handed down by email transmission to the parties' legal representatives, uploaded on Caselines and released to SAFLII and AFRICANLII. The time of delivery is deemed to be 23 July 2026

THE SUPREME COURT OF APPEAL OF SOUTH AFRICA

JUDGMENT

Reportable

Case no: 1185/2024

In the matter between:

THE ROAD ACCIDENT FUND	**APPELLANT**

and

ADAM MUDAWO	**FIRST RESPONDENT**
WENILE SIMON NDLOVU	**SECOND RESPONDENT**
BRUCE MTHOKOSIZI SIBANDA	**THIRD RESPONDENT**
OYETUNDE ONENIYI AREO	**FOURTH RESPONDENT**

AND

Case no: 1468/2024

THE ROAD ACCIDENT FUND	**APPELLANT**

and

LYTON A	**FIRST RESPONDENT**
TAKAWIRA T	**SECOND RESPONDENT**
GUDZA N	**THIRD RESPONDENT**
LEFATSO G M	**FOURTH RESPONDENT**
CHIKWANA T	**FIFTH RESPONDENT**
MALEFANE L	**SIXTH RESPONDENT**
MUSEKIWE I	**SEVENTH RESPONDENT**
CHITANGO B	**EIGHTH RESPONDENT**

MUFUNDISI T	**NINTH RESPONDENT**
OLADIPUPO O F	**TENTH RESPONDENT**
HASTINGS R	**ELEVENTH RESPONDENT**
OLUWADARE J A	**TWELFTH RESPONDENT**
SUCHA C	**THIRTEENTH RESPONDENT**
THE SHERIFF PRETORIA EAST	**FOURTEENTH RESPONDENT**
THE SHERIFF CENTRURION EAST	**FIFTEENTH RESPONDENT**

Neutral citation: *The Road Accident Fund v Mudawo and Others* (Case no: 1185/2024) and *The Road Accident Fund v Lyton and Others* (Case no: 1468/2024) [2026] ZASCA 54 (16 April 2026)

Coram: SCHIPPERS, MBATHA and HUGHES JJA and BASSON and KGANYAGO AJJA

Heard: 16 February 2026

Delivered: This judgment was handed down electronically by circulation to the parties' representatives by email, publication on the Supreme Court of Appeal website and released to SAFLII. The date and time for hand-down of the judgment is deemed to be 11h00 on 16 April 2026.

Summary: Statutory interpretation – s 17(1) of the Road Accident Fund Act 56 of 1996 (the Act) – directive issued and claim form amended – foreign nationals illegally in South Africa (illegal foreigners) excluded from lodging claims under the Act – s 17(1) obliges Fund to compensate 'any person' for loss or damage – neither Minister of Transport nor Fund empowered to exclude illegal foreigners – violation of principle of legality.

Civil procedure – suspension of court orders and stay of execution – only where real or substantial injustice will ensue – Fund seeking relief on ground that s 17(1) of the Act excludes illegal foreigners – interpretation incorrect – no case made out for suspension of orders and stay of execution.

ORDER

On appeal from: Gauteng Division of the High Court, Pretoria (Davis J, Kok AJ and Mnyovu AJ sitting as court of appeal):
In case number 1185/2024:
The appeal is dismissed with costs, including the costs of two counsel.

On appeal from: Gauteng Division of the High Court, Pretoria (Motha J sitting as court of first instance):
In case number 1468/2024:
The appeal is dismissed with costs, including the costs of two counsel.

JUDGMENT

Schippers JA (Mbatha and Hughes JJA and Basson and Kganyago AJJA concurring)

[1] The central issue on these two appeals concerns the meaning and effect of s 17(1) of the Road Accident Fund Act 56 of 1996 (the Act), more specifically, whether 'any person' entitled to claim compensation for loss or damage as contemplated in that provision, excludes illegal foreigners. In the first appeal (Case no 1185/2024), a full court of the Gauteng Division of the High Court, Pretoria (the Full Court), held that s 17(1) of the Act does not exclude illegal foreigners. Special leave to appeal that decision was granted by this Court.

[2] The second appeal (Case no 1468/2024) is against an order by the Gauteng Division of the High Court, Pretoria (the High Court), which dismissed an application by the appellant, the Road Accident Fund (the Fund), to interdict the respondents in that case from proceeding with a warrant of execution against the Fund's assets, pending a decision by this Court on the first appeal. The second appeal is with the leave of the High Court. Only the first, seventh, eighth, ninth and tenth respondents participated in the appeal.

Factual background

[3] The basic facts can be briefly stated. The respondents in both appeals are foreign nationals. They were all involved in motor vehicle accidents at various places in this country, in which they sustained multiple injuries. They claimed compensation from the Fund in terms of the Act, for the losses and damages they suffered because of their injuries.

[4] On 21 June 2022 the Fund's Chief Operations Officer issued a management directive titled, 'Critical Validations to Confirm the Identity of South African Citizens and Claims Lodged by Foreigners' (the Directive). It states:

'In instances where the claimant or injured is a foreigner, proof of identity must be accompanied by documentary proof that the claimant was legally in South Africa at the time of the accident. A copy of the foreign claimant's passport showing the entry stamp and/or exit stamp must be submitted. Where the passport does not have any stamp, the RAF will not be lodging such a claim. Where the passport document does not have an exit stamp, proof that the claimant is still in the country must be produced. In this instance the passport copy indicating approved Visa must be submitted. Copies of the passport must be certified by SAPS.'

[5] In July 2022 the Minister of Transport (the Minister) published a new RAF 1 claim form (the claim form) in the Government Gazette.[1] Concerning injury claims, paragraph 6.1 of the claim form requires a claimant to provide a

[1] Notice no 2235 in *GG* 46661, 4 July 2022.

certified copy of his or her identity document and '[i]f claimant is a foreigner, proof of identity must be accompanied by documentary proof that the claimant was legally in South Africa at the time of the accident'. A similar provision is contained in paragraph 12.1 of the claim form, in relation to death claims. In what follows, I refer to the decisions to publish paragraphs 6.1 and 12.1 in the claim form and to incorporate them in the Directive, as 'the impugned decisions'.

[6] In August 2022 the respondents in the first appeal launched an application in the High Court to review and set aside the impugned decisions. The review grounds were that the decisions violated the principle of legality; infringed the respondents' rights enshrined in ss 9, 10, 12, 27, 33 and 34 of the Constitution; and are unreasonable, substantively and procedurally unfair, and irrational.

[7] The Minister initially opposed the review application but subsequently delivered a notice to abide by the decision of the court. However, he did not provide the court with any reasons for the impugned decisions.

[8] The Fund opposed the review application. The answering affidavit by its Chief Executive Officer (CEO) states that the purpose of the impugned decisions is not to deny qualifying legal foreign claimants access to the social benefit scheme in the Act. Rather, their purpose is to satisfy the Fund that the loss or damage which is the subject of the claim, is caused by the driving of a motor vehicle within the Republic; and to ensure that the Fund does not contravene the Immigration Act 13 of 2002 (the Immigration Act) when processing claims submitted by foreign claimants.

[9] The CEO states that the Fund has established that there are several claimants who are citizens of other countries which do not have a social benefit scheme such as the one created by the Act. He says that a number of these claims are fraudulent, because the loss or damage was sustained in accidents outside the

borders of this country. Unless claimants are asked to state where the loss or damage was caused, the Fund has no way of knowing whether it was caused by the driving of a motor vehicle within South Africa.

[10] The CEO contends that the social benefit scheme in the Act was neither designed nor intended 'to benefit people who are in South Africa illegally'. The law, he says, distinguishes between foreigners and citizens of the Republic. The former do not have the same rights as citizens and permanent residents of the Republic. The CEO goes on to say that the phrase 'any person' in s 17(1) of the Act, is a reference to 'a South African citizen, a permanent resident and a legal foreigner'; it does not include illegal foreigners.

[11] The Full Court (Davis J, Kok AJ and Mnyovu AJ) reviewed and set aside the impugned decisions, with costs. It found that there is nothing in the Act nor the compensation scheme administered by the Fund, to justify the conclusion that the words 'any person' exclude illegal foreigners. The Full Court held that neither the Minister nor the Fund were empowered to amend or limit the ambit of the Act; and that the purported amendment or limitation constituted a reviewable irregularity as envisaged in s 6(2)*(a)*(i) of the Promotion of Administrative Justice Act 3 of 2000 (PAJA). The court found it unnecessary to consider the remaining review grounds.

[12] The Full Court's reasoning, in sum, is this. The Fund accepted that its conduct was based on a new interpretation of the Act, without any amendment to it. It contended that the Minister had taken a policy decision to publish paragraphs 6.1 and 12.1 of the claim form. If this contention is incorrect, the impugned decisions could not have been taken because that would amount to an amendment of the Act or a limitation thereof, which neither the Minister nor the Fund is empowered to do. The Act is social legislation passed to provide the victims of motor vehicle accidents with the widest possible protection, and to protect drivers

from delictual claims. Therefore, the words 'any person' in s 17(1) of the Act must be given a wide meaning.

[13] In the second appeal, 13 foreign nationals successfully prosecuted claims for damages against the Fund arising from motor vehicle accidents. They concluded settlement agreements with the Fund, some of which were made orders of court. When they sought to enforce those orders, some through writs of execution, the Fund refused payment.

[14] In November 2023 the Fund launched an urgent application in the High Court for an order suspending the operation and execution of the orders and warrants of execution issued by that court; and interdicting the fourteenth and fifteenth respondents (the Sheriff, Pretoria East and the Sheriff, Centurion East, respectively) from enforcing warrants of execution against the Fund's assets.

[15] The Fund's reasons for refusing payment and seeking a stay of the orders and warrants were twofold: (i) the respondents are illegal foreigners; and (ii) the first appeal was pending before the Full Court, which would decide whether they could submit claims for compensation under the Act. The Fund's application was initially struck off the roll for lack of urgency but was subsequently re-enrolled. It came before Motha J, who concluded that the application was unmeritorious, and on the authority of the Full Court's judgment, dismissed it with costs.

The first appeal

The relevant statutory provisions

[16] The Fund is a juristic person established in terms of s 2 of the Act. Its powers and functions include determining the conditions on which claims for compensation are administered;[2] and investigating and settling, subject to the Act, 'claims arising from loss or damage caused by the driving of a motor vehicle whether or not

[2] Section 4(1)*(a)* of the Act.

the identity of the owner or the driver thereof, or the identity of both the owner and the driver thereof, has been established.'[3]

[17] Section 17(1) of the Act, in relevant part, provides that the Fund shall:

'be obliged to compensate any person (the third party) for any loss or damage which the third party has suffered as a result of any bodily injury to himself or herself or the death of or any bodily injury to any other person, caused by or arising from the driving of a motor vehicle by any person at any place within the Republic, if the injury or death is due to the negligence or other wrongful act of the driver or of the owner of the motor vehicle or of his or her employee in the performance of the employee's duties as employee: Provided that the obligation of the Fund to compensate a third party for non-pecuniary loss shall be limited to compensation for a serious injury as contemplated in subsection (1A) and shall be paid by way of a lump sum.'

[18] In terms of s 21(1) of the Act, certain common law claims are abolished. It provides:

'**Abolition of certain common law claims**

(1) No claim for compensation in respect of loss or damage resulting from bodily injury to or the death of any person caused by or arising from the driving of a motor vehicle shall lie-

(a) against the owner or driver of a motor vehicle; or

(b) against the employer of the driver.'

[19] The procedure for the submission of claims is prescribed in s 24. It states inter alia that a claim for compensation and the accompanying medical report shall 'be set out in the prescribed form, which shall be completed in all its particulars';[4] and that any form not so completed shall not be acceptable as a claim under the Act.[5]

[3] Section 4(1)*(b)* of the Act.
[4] Section 24(1)*(a)* of the Act.
[5] Section 24(4)*(a)* of the Act.

[20] Section 26(1) of the Act provides:

'The Minister may make regulations regarding any matter that shall or may be prescribed in terms of this Act or which it is necessary or expedient to prescribe in order to achieve or promote the object of this Act.'

[21] Section 25(1) of the Immigration Act states:

'The holder of a permanent residence permit has all the rights, privileges, duties and obligations of a citizen, save for those rights, privileges, duties and obligations which a law or the Constitution explicitly ascribes to citizenship.'

[22] Section 42(1), in relevant part, provides:

'Subject to this Act, and save for necessary humanitarian assistance, no person, shall aid, abet, assist, enable or in any manner help-

(a) an illegal foreigner; or

(b) a foreigner in respect of any matter, conduct or transaction which violates such foreigner's status, when applicable . . .'

[23] Section 44 of the Immigration Act provides:

'When possible, any organ of state shall endeavour to ascertain the status or citizenship of the persons receiving its services and shall report to the Director-General any illegal foreigner, or any person whose status or citizenship could not be ascertained, provided that such requirement shall not prevent the rendering of services to which illegal foreigners and foreigners are entitled under the Constitution or any law.'

[24] Section 49(4) states:

'Anyone who intentionally facilitates an illegal foreigner to receive public services to which such illegal foreigner is not entitled shall be guilty of an offence and liable on conviction to a fine.'

The meaning of 'any person' in the Act

[25] The Fund's submissions, briefly, are these. The Full Court erred in not following the settled approach to the interpretation of statutes in *Endumeni*,[6] and *Road Traffic Management Corporation*.[7] The phrase 'any person' in s 17(1) of the Act does not include illegal foreigners. It should be interpreted with due regard to the provisions of the Immigration Act, which prohibits foreign nationals from entering and being in the Republic illegally.

[26] More particularly, s 25 of the Immigration Act draws a distinction between illegal foreigners and permanent residents: it provides that the latter have all the rights, privileges and benefits granted to citizens; s 44 states that organs of state must ascertain the status or citizenship of persons receiving their services and report illegal foreigners; and s 49(4) makes it an offence to intentionally facilitate public services to illegal foreigners. These provisions of the Immigration Act, the Fund submits, authorised the Minister and the Fund to prescribe a requirement – which is lawful – that foreign claimants provide evidence that they were lawfully in the Republic when their claims arose, which is a 'policy choice made by the Executive', that should be respected.

[27] The Fund further submits that the effect of the Full Court's judgment is that illegal foreigners are entitled to benefit from the social benefit scheme in the Act, even though they entered the Republic illegally, and their presence constitutes a criminal offence under the Immigration Act. This, so it is submitted, would lead to absurdity. A further effect is that illegal foreigners need not prove that they were in the country when the accident giving rise to the claim happened.

[28] The respondents submit that the impugned decisions constitute an infringement of several constitutional rights, including equality (s 9); dignity

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[6] *Natal Joint Municipal Pension Fund v Endumeni Municipality* [2012] ZASCA 13; 2012 (4) SA 593 (SCA); [2012] 2 All SA 262 (SCA) (*Endumeni*).
[7] *Road Traffic Management Corporation v Waymark Infotech (Pty) Ltd* [2019] ZACC 12; 2019 (6) BCLR 749 (CC); 2019 (5) SA 29 (CC) (*Road Traffic Management Corporation*) paras 29 and 30.

(s 10); children's rights (s 28); and the right of access to court (s 34). They contend that the Act must be interpreted to give the greatest possible protection to third parties; that the phrase 'any person' in s 17(1) of the Act is one of wide import which includes illegal foreigners; and that the Fund's internal management directives do not have the force of law that bind the public and claimants.

[29] It is a settled principle that statutory interpretation is a unitary exercise, considering the text, context and purpose of a provision to render a sensible interpretation.[8] The starting point remains the ordinary, grammatical meaning of the words, which must be read purposively, properly contextualised and construed consistently with the Constitution.[9]

[30] A basic principle of statutory interpretation is s 39(2) of the Constitution. It enjoins a court, when interpreting any legislation, to promote the spirit, purport and objects of the Bill of Rights. Implicit in this injunction are two propositions: 'first, the interpretation that is placed upon a statute must, where possible, be one that would advance at least an identifiable value enshrined in the Bill of Rights; and, second, the statute must be reasonably capable of such interpretation. This flows from the fact that the Bill of Rights "is a cornerstone of [our constitutional] democracy". It "affirms the democratic values of human dignity, equality and freedom".'[10]

[31] Unlike other legislation which specifically excludes foreign nationals from its ambit, such as the Social Assistance Act 13 of 2004 which limits beneficiaries to South African citizens, permanent residents and refugees,[11] the Act contains

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[8] *Endumeni* fn 6 para 18; *University of Johannesburg v Auckland Park Theological Seminary and Another* [2021] ZACC 13; 2021 (6) SA 1 (CC); 2021 (8) BCLR 807 (CC) paras 64-66.
[9] *Airports Company South Africa v Big Five Duty Free (Pty) Ltd and Others* [2018] ZACC 33; 2019 (2) BCLR 165 (CC); 2019 (5) SA 1 (CC) para 29, affirming *Endumeni*.
[10] *Bato Star Fishing (Pty) Ltd v Minister of Environmental Affairs and Tourism and Others* 2004 (4) SA 490 (CC) (*Bato Star*) para 72.
[11] See also s 24(2)*(b)* of the Legal Practice Act 28 of 2014 which restricts admission to practice and be enrolled as a legal practitioner, to South African citizens or permanent residents; *Rafoneke and Another v Minister of Justice and Correctional Services and Others* [2022] ZACC 29; 2022 (6) SA 27 (CC); 2022 (12) BCLR 1489 (CC).

no such limitation. Instead, s 17(1), on its plain wording, states that the Fund is obliged to compensate 'any person' for any loss or damage suffered as a result of bodily injury to themselves, or the death of or bodily injury to another person, caused by or arising from the driving of a motor vehicle.

[32] The Constitutional Court in *Road Traffic Management Corporation*,[12] affirming this Court's decisions in *Hayne*[13] and *Hugo*,[14] said:

'In *Hayne* the Appellate Division said that "(i)n its natural and ordinary sense any – *unless restricted by the context* – is an indefinite term which includes all of the things to which it relates". Yet again in *Hugo* it was held that "(a)ny is upon the face of it, a word of wide and unqualified generality. *It may be restricted by the subject matter* or the context, but prima facie it is unlimited".'[15]

[33] The phrase 'any person' in the former Compulsory Motor Vehicle Insurance Act 56 of 1972, was considered in *Stegen*.[16] Kumleben J held:

'The section in terms obliges the registered company to compensate "any person whatsoever" who is injured in the circumstances stipulated. The phrase is one of obviously wide meaning and its use is in conformity with the general purpose of the Act, which is to substitute a statutory insurer for the actual wrongdoer as regards compensation legally claimable by any person under the common law.'

[34] Thus, on its plain language, s 17(1) cannot be construed as excluding illegal foreigners. This construction accords with the context of the legislative scheme – to compensate third parties who suffer loss or damage wrongfully caused by the driving of motor vehicles,[17] and to abolish claims for compensation against owners or drivers of motor vehicles. It also accords with the purpose of s 17(1) within that scheme.

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[12] *Road Traffic Management Corporation* fn 7 para 33B-C.
[13] *Hayne & Co v Kaffrarian Steam Mill Co Ltd* 1914 AD 363.
[14] *R v Hugo* 1926 AD 268 at 271.
[15] Emphasis in the original.
[16] *Stegen and Others v Shield Insurance Co Ltd* 1976 (2) SA 175 (N) at 177B-C.
[17] Section 3 of the Act provides:
'The object of the Fund shall be the payment of compensation in accordance with this Act for loss or damage wrongfully caused by the driving of motor vehicles.'

[35] This construction of s 17(1) is also consistent with the purpose of the Act. In *Mvumvu*[18] the Constitutional Court said:

'The Act constitutes social-security legislation whose primary object has been described as "to give the greatest possible protection . . . to persons who have suffered loss through a negligent or unlawful act on the part of the driver or owner of a motor vehicle".'

[36] This purpose is not achieved when the phrase 'any person' is interpreted as excluding illegal foreigners. On the contrary, the Act is the latest in a line of statutory enactments dating back to 1942, which is 'designed to compensate persons injured or the dependants of persons killed as a result of the negligent driving of motor vehicles. The intention throughout has been to give such persons the greatest possible protection'.[19]

[37] The above interpretation of s 17(1) advances identifiable values enshrined in the Bill of Rights,[20] more specifically, equality and freedom. Under s 9 of the Constitution, everyone – regardless of immigration status – is equal before the law. Excluding a category of claimants based on their immigration status, would constitute unfair discrimination and violate the primary object of the Act, which is to provide social security to all road users. That object is to ensure that 'injured persons or their dependants who might not be able to recover damages owing to the inability of the parties liable to pay, should receive full compensation'.[21]

[38] The interpretation of 'any person' as meaning 'everyone', plainly advances the right to freedom and security of the person entrenched in s 12(1) of the Constitution. In *Law Society*,[22] the Constitutional Court explained the extent of this right as follows:

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[18] *Mvumvu and Others v Minister for Transport and Another* [2011] ZACC 1; 2011 (2) SA 480 (CC); 2011 (5) BCLR 488 (CC) para 20.
[19] *SA Eagle Insurance Co Ltd v Van der Merwe NO* 1998 (2) SA 1091 (SCA) at 1095J-1096A, affirmed in *Law Society of South Africa and Others v Minister for Transport and Another* [2010] ZACC 25; 2011 (1) SA 400 (CC); 2011 (2) BCLR 150 (CC) para 40.
[20] *Bato Star* fn 10 para 72.
[21] *Rose's Car Hire (Pty), Ltd v Grant* 1948 (2) SA 466 (A) at 471.
[22] *Law Society of South Africa* fn 19 para 63.

'Section 12(1) confers the right to the security of the person and freedom from violence on "everyone". There is no cogent reason in logic or in law to limit the remit of this provision by withholding the protection from victims of motor vehicle accidents. When a person is injured or killed as a result of negligent driving of a motor vehicle, the victim's right to security of the person is severely compromised. The State, properly so, recognises that it bears the obligation to respect, protect and promote the freedom from violence from any source.'

[39] Sections 9(1) and 12(1) of the Constitution, and s 17(1) of the Act itself, draw no distinction between any persons, let alone between South African citizens and illegal foreigners. Consequently, the Act covers all road users. Had the legislature intended that a category of claimants should be excluded from claiming compensation under the Act, it could, and would, have said so.

[40] It follows that the Fund's reliance on the provisions of the Immigration Act is misplaced. Section 25(1), which states that a permanent resident has the rights, privileges and duties of a citizen, does not assist the Fund. Section 25(1) does not detract from the fact that the Act is social security legislation to provide the fullest possible protection to victims of road accidents. The Fund misreads s 44 of the Immigration Act. First, it cannot be interpreted to mean that where an illegal foreigner lodges a claim for compensation under the Act, the Fund is 'aiding or abetting' that person to contravene the Immigration Act when it investigates or settles that claim.[23] Second, s 44 itself contains a proviso that the requirement to ascertain the status of persons receiving services from an organ of state, shall not prevent the rendering of services or performance to which illegal foreigners are entitled 'under any law'. The Act is such a law. Section 49(4) of the Immigration Act does not apply as illegal foreigners are included in terms of s 17(1) of the Act.

[41] The Fund's contention that the Directive and the changes to the claim form were necessary, because of loss or damage sustained by foreign claimants in

[23] *Maphosa v Road Accident Fund* [2024] ZAGPJHC 263 paras 99-101.

accidents outside South Africa and to stop fraud, does not withstand scrutiny. Paragraph 3 of the claim form requires a claimant to provide details of the date, time and place of the accident, and the name and address of the police station to which the accident was reported. That report contains details of persons killed or injured. Given this information, which is compulsory, it is inconceivable that the Fund has no way of knowing whether a foreign national sustained injury in an accident in this country. And there is simply no evidence of any fraudulent claims by illegal foreigners.

[42] Moreover, not every foreigner without a passport containing an entry and exit visa stamp as required by the Directive, is in South Africa illegally. Section 27*(b)* of the Refugees Act 130 of 1998 (the Refugees Act) grants refugees (persons who leave their home country due to a well-founded fear of persecution based on race, religion, nationality, social group, or political opinion) protection, including the rights in the Bill of Rights. In *Ruta*,[24] the Constitutional Court held that the provisions of the Immigration Act must be read together and in harmony with the Refugees Act. Although an asylum seeker who is in the country unlawfully is an 'illegal foreigner' under the Immigration Act, the specific provisions of the Refugees Act provide imperatively that notwithstanding that status, the claim for asylum must first be processed under the Refugees Act.

[43] The Full Court's conclusion is thus correct. There is nothing in the text of the Act, the context of its social security scheme, and its purpose, which suggests that the phrase 'any person' in s 17(1) should be restrictively interpreted to exclude illegal foreigners. The decision to the contrary in *Chola v RAF*[25] is incorrect and should not be followed.

[24] *Ruta v Minister of Home Affairs* [2018] ZACC 52; 2019 (3) BCLR 383 (CC); 2019 (2) SA 329 (CC) para 43.
[25] *Chola v RAF* Johannesburg High Court case number 4182/2019.

The impugned decisions violate the principle of legality

[44] The founding affidavit states that the Fund and the Minister circumvented the parliamentary law-making process, and that this conduct offends the principle of legality and the rule of law. In addition, there is no rational basis for excluding illegal foreigners from submitting claims under the Act.

[45] The Fund contends that the impugned decisions constitute a policy choice made by the executive which a court should not interfere with. However, this contention has no foundation in the evidence. There is nothing in the answering affidavit indicating that the Minister had taken a policy decision to issue the Directive or amend the claim form.

[46] Further, there is no explanation of how or why paragraphs 6.1 and 12.1 were incorporated into the claim form, save for the following bald statement:

'[T]here is a proper rational connection between paragraphs 6.1, 12.1 of the Form RAF 1, the directive and the purpose for which they were issued of verifying that the claimant or victim was legally in the Republic when the motor vehicle collision occurred; . . .'

[47] The constitutional principle of legality, an aspect of the rule of law, requires that a body or a functionary exercising public power must act within the powers lawfully conferred on them.[26] Moreover, the exercise of public power must not be arbitrary or irrational. In *Pharmaceutical Manufacturers* Chaskalson P said:[27]

'It is a requirement of the rule of law that the exercise of public power by the Executive and other functionaries should not be arbitrary. Decisions must be rationally related to the purpose for which the power was given, otherwise they are in effect arbitrary and inconsistent with this requirement. It follows that in order to pass constitutional scrutiny the exercise of public power

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[26] *Fedsure Life Assurance Ltd and Others v Greater Johannesburg Traditional Metropolitan Council and Others* 1999 (1) SA 374 (CC) para 58.

[27] *Pharmaceutical Manufacturers Association of SA and Another:* In re Ex Parte *President of the Republic of South Africa and Others* 2000 (2) SA 674 (CC); 2000 (3) BCLR 241 (CC) para 85.

by the Executive and other functionaries must, at least, comply with this requirement. If it does not, it falls short of the standards demanded by our Constitution for such action.'

[48] The power of the Minister is confined to making regulations in terms of s 26 of the Act, concerning the matters referred to in that provision. The Minister has no power to exclude any category of claimants from the social benefit scheme created by the Act. The impugned decisions are not rationally related to the powers conferred on the Fund by s 4(1) and s 17(1) of the Act. Prohibiting illegal foreigners from submitting claims under the Act, has nothing to do with the Fund's power to determine the terms and conditions on which claims for compensation shall be administered; nor the investigation and settling of claims. For these reasons, the impugned decisions are arbitrary.

[49] As stated, Parliament has determined that the Fund shall compensate 'any person' for any loss or damage sustained as contemplated in s 17(1) of the Act. It follows that the exclusion of illegal foreigners in terms of the impugned decisions, is a violation of the principle of legality.

[50] The High Court was accordingly correct in holding that impugned decisions were not authorised by an empowering provision, as contemplated in s 6(2)*(a)*(i) of the PAJA, albeit on the basis that these decisions constitute administrative action.

The second appeal

No case made out for the suspension of court orders

[51] This appeal can be dealt with briefly. The case in the founding affidavit for an order suspending the operation of court orders and warrants of execution, is that rule 45A of the Uniform Rules of Court grants a court a discretion to suspend

the execution of any order.[28] The warrants of execution and the attachments of the Fund's assets, the founding affidavit states, are unlawful because they were 'not obtained by court order or judicial oversight'. However, there is no factual basis for this allegation in the founding affidavit.

[52] Rather, the basis for the application to suspend the operation of the orders and warrants of execution, is a statement in the founding affidavit that the 'social benefit scheme was not designed and intended to benefit people who are in South Africa illegally, neither to accommodate claims that are fraudulent'. The affidavit further states that the Fund requested 'verification documents' relating to the immigration status of the first to thirteenth respondents, which had not been provided, or where such documents were provided, they did not comply with the Directive. Then it is said that if the Fund is vindicated in its stance that illegal foreigners are not entitled to claim compensation under the Act, 'any payment made to such claimants should not have been made', and that the Fund might not be able to recover those payments from foreigners.

[53] As stated above, the Fund's interpretation that s 17(1) of the Act excludes illegal foreigners from claiming compensation, is wrong. Consequently, the basis of the application to suspend the court orders and warrants falls away. Solely for this reason, the second appeal must fail.

No retrospective application of the Directive and claim form

[54] Apart from the fatally flawed basis of the second appeal, neither the Directive nor the claim form has retrospective operation. Several claims of the respondents in the second appeal – which the Fund has settled – for example, those of the first, second, fourth, sixth, seventh, eighth, ninth and tenth respondents, were lodged with the Fund before the Directive came into force on

[28] Rule 45A provides that the court may suspend the operation or execution of any order as it deems fit.

21 June 2022, and the claim form, on 4 July 2022. On 9 November 2021 the first respondent obtained an order that the Fund was liable for payment of 100% of his proven or agreed damages. On 9 March 2022 the sixth respondent obtained an order striking out the Fund's defence, and by court order dated 22 April 2022, the Fund was ordered to pay him damages and to provide him with an undertaking for future medical treatment. The eighth respondent's claim was settled on 1 July 2022.

[55] There is nothing in the Directive nor the claim form that gives them retrospective force. On the contrary, the Directive states that documentary proof that a foreign claimant was legally in South Africa when the accident occurred applies to all lodgements received *from the date of the Directive* – 21 June 2022. No legislation should be construed as taking away or impairing a vested right acquired under existing laws, unless the lawgiver clearly intended the legislation to have that effect.[29]

[56] Despite this, the Fund sought to suspend the operation of the orders and the warrants of execution issued pursuant thereto, without establishing a case in terms of rule 45A. This is impermissible. The Fund has not attacked the underlying cause of any of the judgment debts granted against it in favour of the respondents. In short, it has failed to establish a stay of execution on a ground of real or substantial injustice, either in terms of rule 45A, or the court's inherent jurisdiction.[30]

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[29] *Peterson v Cuthbert & Co Ltd* 1945 AD 420 at 430; *S and Another v Regional Magistrate Boksburg: Venter and Another (Boksburg)* 2011 (2) SACR 274 (CC); 2012 (1) BCLR 5 (CC) para 16; *Chisuse and Others v Director-General, Department of Home Affairs and Another* [2020] ZACC 20; 2020 (10) BCLR 1173 (CC); 2020 (6) SA 14 (CC) para 71.

[30] *Van Rensburg and Another NNO v Naidoo and Others NNO; Naidoo and Others NNO v Van Rensburg NO and Others* [2010] ZASCA 68; [2010] 4 All SA 398 (SCA); 2011 (4) SA149 (SCA) (*Van Rensburg*) paras 51-52.

The Fund is bound by compromises

[57] A compromise (*transactio*) is 'an agreement between litigants for the settlement of a matter in dispute'.[31] Its purpose 'is not only to put an end to existing litigation but also to prevent or avoid litigation'.[32] In *Gollach & Gomperts* this Court stated the general principle as follows:[33]

'A *transactio*, whether extra-judicial or embodied in an order of Court, has the effect of *res judicata* . . . It is obvious that, like any other contract (and like any order of Court), a *transactio* may be set aside on the ground that it was fraudulently obtained. There is authority to the effect that it may also be set aside on the ground of mistake, where the error is *justus*.'

[58] Our courts encourage parties to deal with their disputes in this way.[34] An expedited end to litigation is not only in the parties' interests, but also advances the orderly and effective administration of justice by reducing overcrowded court rolls.[35] When a compromise is concluded it disposes of the proceedings,[36] and the parties are precluded from proceeding on the original claim.[37]

[59] As already stated, several of the respondents' claims have been compromised. For example, the fourth, eighth, ninth and tenth respondents' claims were settled, and those settlement agreements were made orders of court. The effect of this, the Constitutional Court has said,[38]

'. . . is to change the status of the rights and obligations between the parties. Save for litigation that may be consequent upon the nature of the particular order, the order brings finality to the *lis* between the parties; the *lis* becomes *res judicata* (literally, "a matter judged"). It changes

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[31] Grotius *Introduction* 3.4.2, referred to in *Cachalia v Harberer & Co* 1905 T.S. 457 at 462 and cited with approval in *Gollach & Gomperts (1967) (Pty) Ltd v Universal Mills & Produce Co (Pty) Ltd and Others* 1978 (1) SA 914 (A) at 921B.
[32] *Gollach & Gomperts* at 921C.
[33] *Gollach & Gomperts* at 922C; *Moraitis Investments (Pty) Ltd and Others v Montic Dairy (Pty) Ltd* [2017] ZASCA 54; [2017] 3 All SA 485 (SCA); 2017 (5) SA 508 (SCA) para 14.
[34] *Hlobo v Multilateral Motor Vehicles Accident Fund* [2001] 1 All SA 322; 2001 (2) SA 59 (SCA) (*Hlobo*) at 65B.
[35] *Eke v Parsons* [2015] ZACC 30; 2015 (11) BCLR 1319 (CC); 2016 (3) SA 37 (CC) paras 22-23.
[36] *Hlobo* fn 34 at 65B.
[37] *Road Accident Fund v Ngubane* [2007] ZASCA 114; [2007] SCA 114 (RSA); 2008 (1) SA 432 (SCA) para 12.
[38] *Eke v Parsons* fn 35 para 31.

the terms of a settlement agreement to an enforceable court order. The type of enforcement may be execution or contempt proceedings. Or it may take any other form permitted by the nature of the order.'

[60] In *Chief Lesapo*, the Constitutional Court held that enforcement of a court order stems from the s 34 right of access to courts:[39]

'An important purpose of s 34 is to guarantee the protection of the judicial process to persons who have disputes that can be resolved by law. Execution is a means of enforcing a judgment or order of court and is incidental to the judicial process. It is regulated by statute and the Rules of Court and is subject to the supervision of the court which has an inherent jurisdiction to stay the execution if the interests of justice so require.'

[61] As a general principle, a court grants a stay of execution in terms of rule 45A 'where real and substantial justice compels such action'.[40] Apart from rule 45A, the court has inherent jurisdiction, in appropriate circumstances, to order a stay of execution or suspend an order. This inherent power is not exercised as a matter of course, but sparingly.[41] The court has a discretion which it must exercise judicially.[42] It will come to the assistance of an applicant outside the provisions of the Rules only when the court is satisfied that justice cannot properly be done unless relief is granted to the applicant.[43]

[62] This is not such a case. The Fund has not questioned, let alone attacked any of the existing underlying judgments. Its claim for an order to suspend the operation of the orders and warrants of execution is squarely founded on the contention that s 17(1) of the Act excludes claims by illegal foreigners. The compromise of the respondents' claims is a further reason why the second appeal must fail.

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[39] *Chief Lesapo v North West Agriculture Bank and Another* 1999 (12) BCLR 1420 (CC); 2000 (1) SA 409 (CC) para 13.
[40] *Van Rensburg* fn 30 para 52.
[41] *Moulded Components and Rotomoulding South Africa (Pty) Ltd v Coucourakis and Another* 1979 (2) SA 457 (W) (*Moulded Components*) at 463A.
[42] *Potgieter and Another v Van der Merwe* 1949 (1) SA 361 (A) at 373-374; *Van Rensburg* fn 30 para 51.
[43] *Moulded Components* fn 41 at 463A-B.

Conclusion

[63] On a proper construction of s 17(1) of the Act, the obligation of the Fund to compensate 'any person' (the third party) for loss or damage suffered because of bodily injury to the third party, or the death of or bodily injury to any other person caused by the driving of a motor vehicle, does not exclude illegal foreigners. The Fund's contention that they are excluded because the Immigration Act prohibits foreign nationals from being in the Republic illegally, and that investigating claims lodged by illegal foreigners amounts to aiding and abetting them in contravention of that Act, is incorrect.

[64] The Fund has failed to make out a case for suspension of the orders and the stay of the warrants of execution in favour of the respondents, in the second appeal. Aside from this, neither the Directive nor the claim form has retrospective operation. The Fund is bound by the settlement agreements concluded with those respondents and the orders of court made pursuant thereto; it has not attacked the existing underlying judgments.

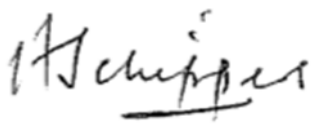
[65] The following order is made:

In case number 1185/2024:

The appeal is dismissed with costs, including the costs of two counsel.

In case number 1468/2024:

The appeal is dismissed with costs, including the costs of two counsel.



A SCHIPPERS

JUDGE OF APPEAL

Appearances:

Case no: 1185/24

For the appellant:	K Tsatsawane SC with C M Rip
Instructed by:	Malatji & CO Attorneys, Johannesburg
	Honey & Partners Inc, Bloemfontein
For the first respondent:	P B Geach SC with R Hawman
Instructed by:	Roets Van Rensburg Attorneys, Pretoria
	Makubalo Attorneys, Bloemfontein
For the second respondent:	F H H Kehrhahn with S Cliff
Instructed by:	Mduzulwana Attorneys, Pretoria
	Makubalo Attorneys, Bloemfontein
For the third respondent:	M Snyman SC with M van Ryneveld
Instructed by:	KWP Attorneys, Pretoria
	Makubalo Attorneys, Bloemfontein
For the fourth respondent:	P van der Schyf with D H Hinrichsen
Instructed by:	Slabbert & Slabbert Attorneys, Pretoria
	Du Plooy Attorneys, Bloemfontein

Case no: 1468/24

For the appellant:	T Pillay
Instructed by:	Malatji & CO Attorneys, Johannesburg
	Honey & Partners Inc, Bloemfontein
For the first respondent:	P B Geach SC with R Hawman
Instructed by:	Roets Van Rensburg Attorneys, Pretoria
	Makubalo Attorneys, Bloemfontein

For the eighth respondent:	F H H Kehrhahn
Instructed by:	Gary Stuart Garden Attorneys, Pretoria
	Alberts Attorneys, Bloemfontein
For the ninth and tenth respondents:	M Snyman
Instructed by:	Gary Stuart Garden Attorneys, Pretoria
	Alberts Attorneys, Bloemfontein.



THE SUPREME COURT OF APPEAL OF SOUTH AFRICA

JUDGMENT

Reportable

Case no: 1106/2024 and 1479/2024

In the matter between:

ROAD ACCIDENT FUND	**FIRST APPELLANT**
CHAIRPERSON OF THE BOARD, ROAD ACCIDENT FUND	**SECOND APPELLANT**
CHIEF EXECUTIVE OFFICER, ROAD ACCIDENT FUND	**THIRD APPELLANT**

and

LEGAL PRACTITIONERS' INDEMNITY INSURANCE FUND, NPC	**FIRST RESPONDENT**
W E EMERGENCY RESPOND TEAM (PTY) LTD	**SECOND RESPONDENT**
TSHOLOFELO TLHWAJWANG obo MINOR	**THIRD RESPONDENT**
REBECCA MASABATA MOHAPI	**FOURTH RESPONDENT**
CHRISTJAN TOLO	**FIFTH RESPONDENT**
JOHANNA SUSANNA VISAGIE	**SIXTH RESPONDENT**
LUCKY DUMISANI SEBATLELO	**SEVENTH RESPONDENT**
A WOLMARANS INCORPORATED	**EIGHTH RESPONDENT**

LOUBSER VAN WYK ATTORNEYS **NINTH RESPONDENT**

ABONGILE DUMILE ATTORNEYS INCORPORATED **TENTH RESPONDENT**

THE MINISTER OF TRANSPORT **ELEVENTH RESPONDENT**

THE LEGAL PRACTICE COUNCIL **TWELFTH RESPONDENT**

PRETORIA ATTORNEYS' ASSOCIATION ***AMICUS CURIAE***

Neutral citation: *Road Accident Fund and Others v Legal Practitioners' Indemnity Insurance Fund, NPC and Others* (1106/2024 and 1479/2024) [2026] ZASCA 63 (30 April 2026)

Coram: NICHOLLS, MATOJANE and KEIGHTLEY JJA and MAMOSEBO and NORMAN AJJA

Heard: 17 February 2026

Delivered: This judgment was handed down electronically by circulation to the parties' representatives by email, publication on the Supreme Court of Appeal website, and released to SAFLII. The date and time for the hand-down of the judgment is deemed to be 11h00 on 30 April 2026.

Summary: Administrative Law – Promotion of Administrative Justice Act 3 of 2000 (PAJA) – Road Accident Fund Act 56 of 1996 (the Act) – whether the Minister's decision to gazette the RAF 1 form constituted an administrative action under the PAJA – whether the publication of the board notice by the RAF constituted making regulations and unlawfully encroached on the Minister's powers under s 24 of the Act.

ORDER

On appeal from: Gauteng Division of the High Court, Pretoria (Molopa-Sethosa, Unterhalter and Motha JJ sitting as court of appeal):

1 The appeal is dismissed, with costs, including the costs of two counsel where so employed.

2 The date in paragraph (vii) of the high court order is amended to 30 September 2026.

JUDGMENT

Nicholls JA (Matojane and Keightley JJA and Mamosebo and Norman AJJA concurring):

Introduction

[1] South Africa's statutory road accident compensation scheme is set out in the Road Accident Fund Act 56 of 1996 (the Act). The Road Accident Fund (the RAF), the juristic entity established in terms of s 2 of the Act, has the primary responsibility of paying compensation for loss or damage wrongfully caused by the driving of motor vehicles. The Act sets out the regime of liability of the RAF to pay compensation which would otherwise attach to negligent drivers at common law. It is social legislation whose primary object is to ameliorate the plight of road accident victims.[1] The Act has undergone legislative review and amendments over the years.[2] The submission of a valid claim form is the statutory gateway for the consideration of a claim under the Act.

[1] *Law Society of South Africa and Others v Minister for Transport and Another* [2010] ZACC 25; 2011 (1) SA 400 (CC); 2011 (2) BCLR 150 (CC) para 66.
[2] *Mvumvu and Others v Minister of Transport and Another* [2011] ZACC 1; 2011 (2) SA 473 (CC); 2011 (5) BCLR 488 (CC); *Road Accident Fund v Duma And Three Similar Cases* [2012] ZASCA 169; [2013] 1 All SA 543 (SCA); 2013 (6) SA 9 (SCA).

[2] This appeal concerns the claim form, known as the RAF 1 form, which claimants are obliged to submit to the RAF under the Act in order that their claims may be processed. At issue in this matter are the powers of the RAF and the Minister of Transport (the Minister) to prescribe the content and information required for the RAF 1 form. For many years, the form in use was that prescribed in the 2008 RAF regulations.[3] Recently, there has been an attempt by the RAF to alter the requirements for a valid claim form. It is one such attempt that has spawned this litigation.

[3] Specifically, this Court is called upon to determine whether the full court of the Gauteng Division of the High Court, Pretoria (the full court) was correct in reviewing and setting aside two board notices. The first is Board Notice 271 of 2022 (Board Notice 271).[4] This had the effect of making claims to the RAF more onerous by requiring additional compulsory information to be submitted when lodging a claim for compensation with the RAF. The second board notice, which the full court declared unlawful and set aside, is the RAF 1 form prescribed by the Minister in terms of Board Notice 302 of 2022 (Board Notice 302).[5] In this later board notice, the Minister approved the revised RAF 1 form mooted by the RAF in Board Notice 271, incorporating the more stringent requirements for the claim form. Thus, a greater burden is placed on claimants before their claims can be properly evaluated. Central to the outcome of this appeal is whether the two impugned decisions amount to administrative action in terms of the Promotion of Administrative Justice Act 3 of 2000 (PAJA).

[4] This is a consolidated matter of cases 1106/2024 and 1479/2024. The RAF is the first appellant in both matters. The second appellant is the Chairperson of the RAF Board. The third appellant is the Chief Executive Officer (CEO) of the RAF. For convenience, the appellants will collectively be referred to as the RAF unless the context indicates otherwise. The Legal Practitioners' Indemnity Insurance Fund, the first respondent in both matters, is a non-profit company that provides professional indemnity insurance to legal practitioners with fidelity fund certificates and grants certain bonds of security to practising attorneys. The second and third respondents

[3] RAF Regulations, GN R770, *GG* 31249, 21 July 2008.
[4] This board notice was published with the RAF Regulations, GN 46322, GG 683, 6 May 2022.
[5] This board notice was published with the RAF Regulations, GN 46652, GG 685, 4 July 2022.

were not granted condonation for filing their application outside the 180-day period and are not before this Court. The fourth to seventh respondents are persons who have submitted claims to the RAF. The eighth respondent is a firm of attorneys that specialises in road accident and personal injury claims and represents, *inter alia*, 30 medical aid schemes. The ninth respondent is also a firm of attorneys.

Legislative Framework

[5] Before dealing with the facts that led to this case, it is necessary to detail the relevant sections of the Act. The powers of the RAF are set out in s 4 of the Act, which in part provides:

'4. Powers and functions of Fund

(1) The powers and functions of the Fund shall include-

(a) the stipulation of the terms and conditions upon which claims for the compensation contemplated in section 3, shall be administered;

(b) the investigation and settling, subject to this Act, of claims arising from loss or damage caused by the driving of a motor vehicle, whether or not the identity of the owner or the driver thereof, or the identity of both the owner and the driver thereof, has been established;

[…]

(2) In order to achieve its object, the Fund may-

(*g*) take any other action or steps which are incidental or conducive to the exercise of its powers or the performance of its functions'

[6] Section 10 makes provision for a board of the Fund, consisting of the Director-General of Transport and eight to 12 members appointed by the Minister. Section 11 sets out the powers and functions of the Board, as well as its procedures, which include advising the Minister and approving internal rules and directions in respect of the management of the Fund.[6] Section 12 provides that the Minister, on the recommendation of the Board, shall appoint the CEO of the RAF, who shall draft internal rules and directions in respect of the management of the RAF and make recommendations in respect thereof to the Board and issue guidelines to agents regarding the manner in which they should administer claims on behalf of the RAF.[7]

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[6] Section 11(1)*(a)-(d)* of the RAF Act.
[7] Section 12 (2)*(c)* and *(e)* of the RAF Act.

[7] Section 24 of the Act stipulates the procedure to be followed when submitting a claim:

'Procedure

(1) A claim for compensation and accompanying medical report under section 17(1) shall-

(a) be set out in the prescribed form, which shall be completed in all its particulars;

[…]

(4) *(a)* Any form referred to in this section which is not completed in all its particulars shall not be acceptable as a claim under this Act.

(b) A clear reply shall be given to each question contained in the form referred to in subsection (1), and if a question is not applicable, the words 'not applicable' shall be inserted.

(c) A form on which ticks, dashes, deletions and alterations have been made that are not confirmed by a signature shall not be regarded as properly completed.

(d) Precise details shall be given in respect of each item under the heading 'Compensation claimed' and shall, where applicable, be accompanied by supporting vouchers.

(5) If the Fund or the agent does not, within 60 days from the date on which a claim was sent by registered post or delivered by hand to the Fund or such agent as contemplated in subsection (1), object to the validity thereof, the claim shall be deemed to be valid in law in all respects.'

[8] Section 26 empowers the Minister to 'make regulations regarding any matter that shall or may be prescribed in terms of this Act or which it is necessary or expedient to prescribe in order to achieve or promote the object of this Act.'[8] The RAF 1 form, as prescribed under the 2008 RAF regulations, remained in force for over a decade until the RAF decided to make changes to the requirements for the lodgement of claims in 2021.

Background

[9] It is against this legislative framework that the events leading up to this appeal took place. On 8 March 2021, the RAF issued a management directive communication notice requiring claimants to submit additional documents and information under

[8] Section 26(1) of the RAF Act.

s 24(1)*(a)* and (4) of the Act. As indicated, s 24 stipulates that any form 'which is not completed in all its particulars shall not be acceptable as a claim under this Act'.[9] This has the potential for far-reaching consequences, as the prescription period is extended from two years to five years upon the lodgement of a claim.[10]

[10] On 19 May 2021 an external communication was published listing compulsory supporting documentation that suppliers needed to submit when lodging claims with RAF.[11] These measures were followed shortly thereafter with the publication of Board Notice 58 of 2021 in the Government Gazette on 4 June 2021.[12] Board Notice 58 of 2021, like the 8 March 2021 directive, prescribed an extensive set of documents that had to be submitted for the claim to be 'valid'. It cautioned that failing to submit the said documents would render the claim invalid and would not interrupt prescription. On the same day, it published a substituted RAF 1 form under a separate notice, Board Notice 66 of 2021,[13] the effective date of which would be the date of publication. It claimed its authority to do so under regulation 7 of the RAF regulations.

[11] The publication of Board Notice 58 of 2021 resulted in a number of claimants approaching the high court to review the RAF's decision. They challenged the legality of the substituted RAF 1 form, the management directive, the board notice, as well as the constitutional validity of regulation 7(1). This case was heard by the full court of the Gauteng Division of the High Court, Pretoria, as *Mautla I*. On 15 June 2021, the full court interdicted the RAF from implementing Board Notice 58 of 2021 and the substituted RAF 1 form. The full court also declared regulation 7(1) to be unconstitutional and invalid insofar as it delegated regulatory authority to the RAF. Leave to appeal the full court's decision was refused by the high court. This Court also

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[9] Section 24(4)*(a)* of the RAF Act.
[10] Section 23 of the RAF Act.
[11] This external communication was titled 'Supplier Claims – Compulsory Supporting Documents for Lodging Claims with the Road Accident Fund'. This communication related to requirements that suppliers such as hospitals and emergency ambulance services had to comply with. The communication was one of the decisions reviewed by the full court of the Gauteng Division of the High Court, Pretoria, in *Mautla and Others v The Road Accident Fund and Others* [2023] ZAGPPHC 1843; 2023 JDR 4259 (GP) (6 November 2023) (*Mautla I*).
[12] This board notice was published in the Government Gazette under GN 44674, GG 671, 4 June 2021.
[13] RAF Regulations, GN 44747, GG 672, 22 June 2021.

refused leave to appeal. However, a reconsideration application under s 17(2)*(f)* of the Superior Courts Act 10 of 2013 was granted by the President of this Court. *Road Accident Fund and Others v Mautla and Others (Mautla II)*[14] was heard by the Supreme Court of Appeal during the last term of 2025, and judgment was handed down on 19 December 2025. This Court did not address whether the RAF had the power under the Act to adopt and implement the board notice, or whether the Minister could delegate his powers to the Fund. It merely granted leave to appeal to this Court based on the pending appeal in the current matter.

[12] Apparently, in response to the *Mautla I* decision in the high court, on 22 June 2021, the RAF published Board Notice 65 of 2021, the effect of which was to withdraw Board Notice 58 of 2021, and to suspend the effective date of the substitution of the RAF 1 form.[15] This withdrawal meant that the 2008 RAF 1 form remained in operation for the time being. At the same time, the RAF published Board Notice 66 of 2021, titled 'Draft Terms and Conditions Upon Which Claims for Compensation Shall Be Administered' and called upon interested parties to submit their comments within 30 days.[16] Various of the respondents in the present matter submitted comments in response thereto.

[13] Eleven months later, on 6 May 2022, the RAF again sought to amend the RAF 1 form by publishing Board Notice 271 of 2022, the first impugned decision in this matter.[17] Its avowed purpose was to enable the RAF to 'effectively and efficiently administer claims' by stipulating 'Terms and Conditions Upon Which Claims for Compensation Shall Be Administered.' These amendments were purportedly provided for in terms of regulation 7 and set out new mandatory requirements for lodging claims. Board Notice 271 went further by dictating conditions for payment, such as the requirement of a valid tax clearance certificate, notwithstanding that the claims had been settled and that the settlement agreement had been made an order of court.

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[14] *Road Accident Fund and Others v Mautla and Others* [2025] ZASCA 200; 2025 JDR 5385 (SCA) (19 December 2025) (Mautla *II*).
[15] See fn 12 above.
[16] RAF Regulations, GN 44747, *GG* 672, 22 June 2021.
[17] See fn 4 above.

[14] The RAF published other board notices on 27 and 31 May 2022,[18] respectively. The first board notice substituted the RAF 1 form dated 21 July 2008 with the terms and conditions set out in Board Notice 271 of 2022. The other board notice, dated 31 May 2022, withdrew the substitution set out in the previous board notice dated 27 May 2022, but did not withdraw Board Notice 271 of 2022, the first impugned decision, which remained intact.

[15] On 17 June 2022, a memorandum drafted by the Acting Director-General to the Minister entitled 'Request the Honourable Minister to Approve the Publication of the Revised Road Accident Fund Form 1 for Incorporation into the Road Accident Fund Regulations' was sent to the Minister of Transport. The memorandum references *Mautla I,* which it noted resulted in an application being instituted against the RAF on the basis that it does not have the requisite power to amend the RAF 1 form. It referred to an internal meeting where it was agreed that the power to make regulations resided with the Minister in terms of s 26, and not the RAF. It was considered expedient that the Minister publish the RAF 1 form. Accordingly, the recommendation was that the Minister approve the publication of the revised RAF 1 claim form and incorporate it into the RAF's regulations.

[16] On 30 June 2022, the Minister signed off on the recommendation, and on 4 July 2022, the Minister published Board Notice 302, which incorporated the new RAF 1 form under the Minister's regulation-making powers. The Minister's decision is the second impugned decision. The RAF's position was that the Minister had 'validated' the terms and conditions contained in the RAF 1 form and began enforcing compliance with those requirements retrospectively.

Litigation History

[17] The respondents, as applicants in the high court, instituted review proceedings

[18] RAF Regulations, GN 46422, GG 683, 27 May 2022 and Road Accident Fund Regulations, GN 46456, GG 683, 31 May 2022.

in the Gauteng Division of the High Court, Pretoria on the basis that the two impugned decisions, Board Notice 271 and Board Notice 302, were both procedurally and substantively illegal. A challenge to regulation 7(1) of the 2008 RAF regulations was also instituted.

[18] The respondents sought that the decisions be reviewed and set aside in terms of s 8(1) of PAJA, alternatively in terms of the principle of legality. They challenged regulation 7(1) to the extent that it purported to empower the RAF, rather than the Minister, to amend or substitute the RAF 1 form. The challenge to the legality of the RAF 1 form before the full court was that the Minister adopted the RAF 1 form 'with an ulterior motive, under unlawful dictation, without regard to the requirements of procedural fairness, and by recourse to irrelevant considerations'.

[19] The respondents alleged that the RAF had usurped the Minister's legislative power by issuing Board Notice 271 and that the Minister merely rubber-stamped the RAF's dictates by issuing Board Notice 302. By doing so, both parties failed to comply with their constitutional and statutory obligations to the public and, more specifically, to the rights of motor accident victims. Accordingly, the new requirements for lodging claims undermined the social-security purpose of the state by unjustifiably denying or delaying compensation to deserving claimants.

[20] The matter was heard by a full court, which found both board notices were unlawful and set them aside. It was of the view that it did not need to determine the legality of the delegation of power that led to the publication of regulation 7(1).

[21] The full court noted that the only record of the Minister's decision was confined to the memorandum, as the Minister did not file any papers. With no evidence before it, the full court held that the Minister must have regard to the contents of the RAF 1 form in order to determine whether the adoption and publication of the form was, as s 26(1) of the Act requires, necessary or expedient to achieve or promote the object of the Act. Considering that there was no evidence to point to the fact that the Minister

complied with s 26(1) of the Act, the full court was of the view that this was sufficient to render the decision of the Minister unlawful as it failed to meet the requirement of rationality and legality. The court also found the Minister's decision unlawful for want of a public enquiry and consultation as required by s 4(1) of PAJA.

[22] With regard to Board Notice 271, the full court held that it is for the Minister to make the regulation prescribing the content of the form to be completed to make a claim for compensation, with the board only enjoying the power to make recommendations to the Minister. The full court pointed out that what the board notice requires is that the listed documents be included as part of the claim's supporting documents when lodging a claim with the fund, a terrain that is regulated by s 24.

[23] Ordinarily, having reached the conclusion it did, the full court would have set aside the decisions and remitted them for reconsideration. However, considering that there needed to be a regulatory regime in place for claims to be lodged, and that there were claimants who had successfully lodged claims using the regime created by the RAF 1 form and the board notice (as well as those whose claims had failed), their positions needed to be considered. As a result, the court ultimately ordered that the RAF revert to the RAF 1 claim form that came into operation on 1 August 2008.

[24] The RAF filed an application for leave to appeal against the full court judgment and was granted leave to appeal to this Court on limited grounds. The grounds of appeal advanced by the RAF were that the RAF 1 form does not constitute a regulation and, consequently, does not qualify as administrative action. It submitted that the publication of the RAF 1 form does not amount to the making of subordinate legislation constituting an administrative action and therefore cannot be reviewed in terms of PAJA. The full court was of the view that there were no prospects of success. However, the finding in *Mautla I,* which held that the RAF lacked the power to issue the RAF 1 form, was on appeal before this Court, and the outcome could have an

impact on this matter.[19] Further, the full court took the view that there were reasons of public policy as to why the Supreme Court of Appeal should be the ultimate arbiter on the matter. Having taken these considerations into account, the full court granted leave to appeal only in respect of that part of the order which declared Board Notice 271 invalid. The RAF successfully petitioned this Court for special leave on those issues on which the full court had not granted leave to appeal. It is therefore the entirety of the judgment and all the orders that are on appeal before us.

In this Court

[25] The RAF, in its heads of argument, submitted that the full court erred in finding that:

(a) The RAF 1 form constituted administrative action under PAJA.

(b) The Minister adopted the RAF 1 form solely to resolve a dispute between the Minister and the RAF over who had the authority to publish the form.

(c) The Minister failed to observe his obligations under s 7(2) of the Constitution.

(d) The publication of the board notice constituted the exercise of a regulation-making power and thus fell outside the RAF's remit, which finding was made without the full court having properly considered the RAF's statutory powers and responsibilities.

(e) The full court's reliance on the principle of sufficiency, as espoused by *Road Accident Fund v Busuku*,[20] was misapplied without proper consideration of the context and purpose of the new claim form.

[26] At the commencement of this hearing, counsel for the RAF made important concessions. First, the issue of the constitutionality of regulation 7 was abandoned for determination in *Mautla II.* Second, the RAF conceded that it was in no position to defend the decision of the Minister who had elected not to oppose the application and had not filed an affidavit explaining the reasons for his decision. This effectively

[19] This was factually incorrect but nothing turns on it. A petition for leave to appeal was refused, However the matter was heard by this Court pursuant to an application for reconsideration in terms of s 17(2)*(f)* of the Superior Courts Act 10 of 2013*)*.

[20] *Road Accident Fund v Busuku* [2020] ZASCA 158; 2023 (4) SA 507 (SCA) (*Busuku*).

eliminated all those grounds of appeal where the RAF attempted to justify the Minister's decision and limited the RAF's challenge to Board Notice 271. It was accepted that if the RAF 1 form constituted administrative action, then the appeal must fail.

The Minister's Decision

[27] Board Notice 302, the impugned decision of the Minister, states 'The Minister of Transport, in terms of section 26 of the Road accident Fund Act, 1996 (Act No. 56 of 1996) herewith prescribe[s] the RAF Form 1 in the Schedule'. The schedule sets out the RAF 1 form, which, *inter alia*, includes the additional documentation and mandatory information required by the RAF's Board Notice 271.

[28] The only document proffered as to the reason for the Minister's decision to prescribe the amended RAF 1 Form is the memorandum from the Acting Director-General of Transport referred to above. This was obtained pursuant to an application to compel. If regard is had to the content of the memorandum, it appears to apprise the Minister of recent developments in *Mautla I*. It sets out that the Department of Transport's view that all forms must be prescribed by regulation, which is defined in s 1 of the Act to mean prescribed by regulation under s 26 of the Act. Section 26 empowers the Minister, and not the RAF, to make regulations. It goes on to state that: '[t]he RAF 1 Form forms part of the Regulations; therefore, the RAF Board cannot exercise the power to prescribe forms. In terms of section 11 of the RAF Act, the RAF is only empowered to make recommendations to the Minister in respect of any regulations to be made under the RAF Act.'[21] The memorandum explained that at a meeting held on 16 May 2022 between the RAF and the department, it was agreed that it 'may be expedient and advantageous that the Minister publish the RAF 1 Form'.[22]

[29] The memorandum correctly states that the RAF's power to administer a claim under s 4 does not extend to the making of regulations to prescribe what the form must

[21] Memorandum from the Department of Transport date June 2022 para 3.14.
[22] Memorandum from the Department of Transport date June 2022 para 3.16.

contain to lodge a valid claim. It is the preserve of the Minister in terms of s 26 of the Act to make regulations regarding any matter. Section 4 of the Act empowers the RAF to stipulate terms and conditions upon which claims for compensation shall be administered. To 'prescribe' in terms of the definition means 'by regulation under section 26'. The proviso to s 26 is that the Minister may make regulations which are 'necessary or expedient to achieve or promote the objects of the Act'.

[30] There is no evidence that any consideration was given to whether the regulation was necessary or expedient to achieve the purpose of the Act, which, as we know, is to compensate accident victims for damages suffered. To the contrary, the regulation, by introducing the new RAF 1 form, placed substantial impediments in the way of accident victims' claims through more stringent requirements. This goes against the tenor of cases which have taken a more permissive approach when considering whether a claim form was compliant. It has been held that ss 24(1)*(a)* and (4) of the Act which set out the requirements for a valid claim form, are considered directory and not peremptory.[23] As such, 'substantial compliance with such requirements suffices'.[24] This Court has recently revisited the issue in *Busuku*, affirming the principle of substantial compliance and further holding that the RAF 1 form does not call for detailed information.[25]

[31] The next question is whether the Minister's decision constituted administrative action as defined in PAJA. Section 1*(b)* of PAJA provides that administrative action includes any decision taken by an organ of state that 'adversely affects the rights of any person and which has a direct external legal effect […].' As an organ of state, the Minister exercised a public power in prescribing the RAF 1 form under s 26 of the Act. The Minister's decision has adversely affected claimants, as it requires them to submit an extended prescribed set of documents to the RAF in order for a claim to be valid. Since then, the RAF has been rejecting claims without giving reasons for refusing to

[23] *Pithey v Road Accident Fund* [2014] ZASCA 55; 2014 (4) SA 112 (SCA); [2014] 3 All SA 324 (SCA) para 19.
[24] *Busuku* para 14.
[25] Ibid para 16.

accept their claims. The claim form is the statutory gateway to access compensation under the Act.

[32] Section 23(3) of the Act provides that no claim lodged in terms of s 23(1) read with ss 17(4)*(a)* or 24 shall prescribe before the expiry of a period of five years from the date on which the cause of action arose. Lodgement thus extends the ordinary period of prescription by two years. The contents of the RAF 1 form directly affect what is required of persons to lodge a claim. It thus has a direct, external legal effect on the period of prescription, which adversely affects the rights of persons who wish to lodge claims under the Act. The RAF 1 form accordingly falls within the definition of administrative action under PAJA, and thus constitutes administrative action.

[33] The full court's finding that the Minister's decision constituted administrative action on the basis of the holding of plurality in the Constitutional Court in *Minister of Health and Another v New Clicks South Africa (Pty) Ltd and Others*,[26] is unassailable. There, the Constitutional Court characterised the making of delegated legislation as an essential part of public administration, and to hold that it does not constitute administrative action would be contrary to the Constitution.[27] Although there may be a number of exclusions, these did not include the making of regulations.[28] This Court has repeatedly found that the making of regulations by a Minister constituted administrative action within the ambit of s 33 of the Constitution and of PAJA.[29] In *Esau*, this Court agreed with both the finding in *New Clicks* and *Cable City* that the making of regulations was administrative action. When the RAF board and the Minister took the impugned decisions to promulgate binding requirements that affect the public's ability to claim compensation, they were exercising public powers of an administrative nature.

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[26] *Minister of Health and Another v New Clicks South Africa (Pty) Ltd and Others* [2005] ZACC 14; 2006 (2) SA 311 (CC); 2006 (1) BCLR 1 (CC) (*New Clicks*).
[27] Ibid paras 95-101.
[28] Ibid para 126.
[29] *City of Tswane Metropolitan Municipality v Cable City (Pty) Ltd* [2009] ZASCA 87; [2010] 1 All SA 1 (SCA); 2010 (3) SA 589 (SCA); 72 SATC 285 (*Cable City*), para 10; *Esau and Others v Minister of Co-Operative Governance and Traditional Affairs and Others* [2021] ZASCA 9; [2021] 2 All SA 357 (SCA); 2021 (3) SA 593 (SCA) (*Esau*), paras 77-83.

[34] Once the making of regulations is found to be administrative action, there are several prescripts in terms of PAJA to be complied with. The Minister did not comply with the requirements of s 4(1) of PAJA[30] which sets out the procedure to be followed where the rights of the public are affected. He failed to follow the prescribed notice and comment procedure, nor was a public enquiry held. The fact that the RAF called for public comment in Board Notice 66 of 2021,[31] did not absolve the Minister of his own obligations under s 4 of PAJA.

[35] The respondents rely on s 6(2)*(e)(*iii)[32] of PAJA to allege that the Minister's decision was made for an ulterior motive; s 6(2)*(e)*(iv)[33] in that it was on the unwarranted dictates of the RAF, and s 6(2)*(e)*(vi)[34] in that it was taken arbitrarily. If one has regard to the memorandum and its apparent purpose to obviate the dispute as to who has the power to prescribe the RAF 1 form, there is merit in this submission. While the section does not prevent the Minister from taking advice, he is prohibited from merely rubber-stamping a decision which he should have taken himself. In the absence of an affidavit or reasons in terms of rule 53(1)*(b),* of the Uniform Rules of Court, the evidence before us suggests that the Minister agreed to gazette the form, not for legitimate public-interest considerations but to side-step an internal dispute between the Department of Transport and the RAF. There is nothing before the Court which is indicative of an independent decision-making exercise on the part of the Minister.

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[30] Section 4 of PAJA provides that:
'Administrative action affecting public
(1) In cases where an administrative action materially and adversely affects the rights of the public, an administrator, in order to give effect to the right to procedurally fair administrative action, must decide whether-
(a) to hold a public inquiry in terms of subsection (2);
(b) to follow a notice and comment procedure in terms of subsection (3);
(c) to follow the procedures in both subsections (2) and (3);
[…]'

[31] See fn 15 above.

[32] Section 6(2)*(e)*(iii)of PAJA provides that 'the action was taken because irrelevant considerations were taken into account or relevant considerations were not considered'.

[33] Section 6(2)*(e)*(iv) of PAJA provides that 'the action was taken because of the unauthorised or unwarranted dictates of another person or body'.

[34] Section 6(2)*(e)*(vi)of PAJA provides that: 'the action was taken arbitrarily or capriciously'.

[36] On PAJA grounds alone, the Minister's decision is fatally flawed for want of procedural fairness. But it does not end there. As stated earlier, the Minister did not consider whether the regulation was necessary or expedient as enjoined by statute. Furthermore, there is no rational connection between the decision taken and the purpose for which the power was given. Rationality is a minimum threshold for lawful administrative action. It is of little consequence whether the decision should be set aside under PAJA or on the principle of legality; the exercise of public power is reviewable under both. Therefore, on either ground, the Minister's decision to approve and gazette the RAF 1 form is unlawful and falls to be set aside.

Board Notice 271 of 2022

[37] Once Board Notice 302, the Minister's decision, is set aside, what is the status of Board Notice 271? Board Notice 271, which sets out the further requirements for a valid claim, expressly states that '[t]he implementation of these terms and conditions shall be effected with the due and necessary amendment of the RAF 1 claim form, as provided for in Regulation 7(1) of the Road Accident Fund Regulations, 2008'.

[38] From the above, it is apparent that for the board notice to be 'validated', it requires the Minister to make a regulation to that effect. In its own terms, board notice 271 is of no force and effect without the 'necessary amendment' of the RAF 1 form, as provided for in the regulations. Board Notice 271 is inextricably linked to the validity of the Minister's decision, which counsel for the RAF has already conceded he cannot defend. It has no separate legal existence. The board notice is rendered ineffective once the Minister's decision is set aside. This being the case, should the Minister's decision be set aside, then Board Notice 271 automatically falls with it.

[39] In conclusion, because the Minister's decision cannot stand, nor can Board Notice 271. The impugned RAF 1 form is thus unlawful and falls to be set aside. This means that the status reverts to that in operation under the 2008 regulations. The RAF complains that, whilst it cannot defend the decision of the Minister, it would be unfair

to force it to revert to the same ‘skeletal’ form which is causing backlogs in the operating system of the RAF.

[40] The full court was cognisant of the implications of such a situation and addressed these in its orders at (v) to (ix), which provides as follows:

‘(v) It is declared that Claimants whose claims were accepted by the Second Respondent (‘the RAF’) to have been lodged in compliance with the Board Notice and/or the RAF 1 Form are deemed to have been lodged in terms of the RAF Act, and the RAF will continue to investigate and process these claims as lodged claims;

(vi) From 6 May 2022, the prescribed form contemplated in s 24 (1)(a) of the RAF Act shall be deemed to be the RAF 1 third party claim form (‘the 2008 RAF 1 Form), forming part of the Regulations published by the Minister on 7 July 2008 in Government Gazette No 31249, until such time as the Minister prescribes an amendment to the 2008 RAF 1 Form in terms of s 26 of the RAF Act;

(vii) Claimants who sought the lodgement of their claims in terms of the Board Notice or the RAF 1 Form, but lodgement was declined by the RAF or was not acknowledged by the RAF, are afforded a period until 30 September 2024 to resubmit their claims to the RAF in terms of the 2008 RAF 1 Form and those claimants who thereby secure lodgement will enjoy the benefits of such lodgement as from the date on which lodgement was originally sought by them;

(viii) The RAF will take all reasonable measures to inform Claimants referenced in (v) and(vii) above of the contents of this order, which measures shall include the publication of this order in at least three newspapers circulated nationally, and, in addition, the RAF will take reasonable measures to inform the public of this order;

(ix) The Minister is ordered to adopt and publish a revised RAF 1 Form within 6 months hereof.’

[41] Aware of the implications of its order, the full court carefully tailored an order that would address the harm and the claimants’ rights while preserving regulatory coherence. The remedy is equally applicable today and should remain, other than the date in order (vii), which should be amended accordingly.

[42] As regards costs, there is no reason why costs should not follow the result. The following order is made:

1 The appeal is dismissed, with costs including the costs of two counsel where so employed.

2 The date in paragraph (vii) of the high court order is amended to 30 September 2026.

C E HEATON NICHOLLS
JUDGE OF APPEAL

Appearances:

For the appellants:	J Motepe SC
Instructed by:	Malatji & Co Attorneys, Johannesburg
	Honey & Partners Incorporated, Bloemfontein
For the first respondent:	J P van den Berg SC, with E van AS
Instructed by:	Adams & Adams Attorneys, Pretoria
	Lovius Block Incorporated, Bloemfontein
For the fourth to seventh respondents:	B P Geach SC, with B Bester
Instructed by:	Van Dyk Steenkamp Attorneys Inc. Roodeplaat
	Symington De Kok Incorporated, Bloemfontein
For the eighth respondents:	N Ferreira, with D Sive
Instructed by:	A Wolmarans Attorneys Inc, Randburg
	A Wolmarans Attorneys Inc, Randburg Bloemfontein
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THE SUPREME COURT OF APPEAL OF SOUTH AFRICA

JUDGMENT

Reportable

Case no: 268/2025 and 1182/2024

In the matter between:

ROAD ACCIDENT FUND	**APPELLANT**
and	
SHERIFF OF THE HIGH COURT, PRETORIA	**FIRST RESPONDENT**
MS MOLOTO ATTORNEYS	**SECOND RESPONDENT**
H.W. THERON ATTORNEYS	**THIRD RESPONDENT**
RAPHAEL & DAVID SMITH	**FOURTH RESPONDENT**
SMIT & MAREE INC	**FIFTH RESPONDENT**
LESIBA MAILULA ATTORNEYS	**SIXTH RESPONDENT**
M.G. MABUNDA ATTORNEYS	**SEVENTH RESPONDENT**
THE PLAINTIFFS LISTED IN ANNEXURE C3	**EIGHTH RESPONDENT**
THE LEGAL PRACTICE COUNCIL	**NINTH RESPONDENT**
THE BOARD OF SHERIFFS	**TENTH RESPONDENT**
THE MINISTER OF JUSTICE AND	

CONSTITUTIONAL DEVELOPMENT	**ELEVENTH RESPONDENT**
VAN DYK STEENKAMP	**TWELFTH INTERVENING RESPONDENT**
B SHIELLS	**THIRTEENTH INTERVENING RESPONDENT**
JL SWART	**FOURTEENTH INTERVENING RESPONDENT**
R MEINTJIES	**FIFTEENTH INTERVENING RESPONDENT**
OA DU PLOOY	**SIXTEENTH INTERVENING RESPONDENT**
DT MILANZI	**SEVENTEENTH INTERVENING RESPONDENT**
MJ POPE	**EIGHTEENTH INTERVENING RESPONDENT**
CONSTANT WILSNACH	
N O OBO JF WILSON	**NINETEENTH INTERVENING RESPONDENT**
H SANDERBERG OBO BC	
THAKADU	**TWENTIETH INTERVENING RESPONDENT**
CONSTANT WILSNACH	
N O OBO PP MOFITLE	**TWENTY-FIRST INTERVENING RESPONDENT**
WA MALAKAJE N O	**TWENTY-SECOND INTERVENING RESPONDENT**
CONSTANT WILSNACH N O	
OBO MD MAKGONZANE	**TWENTY-THIRD INTERVENING RESPONDENT**
MELUSI MAFANA MATHULE	**TWENTY-FOURTH INTERVENING RESPONDENT**
JEANETH NADINE NGOBENI	**TWENTY-FIFTH INTERVENING RESPONDENT**
MPUMELELO LANGALEBALELE	
OBO KEITUMETSI MPUMELELO	
LANGALEBALELE	**TWENTY-SIXTH INTERVENING RESPONDENT**
SIFISO STEVEN THOBELA	**TWENTY-SEVENTH INTERVENING RESPONDENT**

and

ROAD ACCIDENT FUND **APPELLANT**

and

SHIREEN LYNN STOFFELS **FIRST RESPONDENT**

LIZELLE HEROLD OBO LEEAM SPALDING **SECOND RESPONDENT**

Neutral citation: *Road Accident Fund v Sheriff of the High Court, Pretoria East and Others and Road Accident Fund v Stoffels and Another* (268/2025 and 1182/2024) [2026] ZASCA 37 (24 March 2026)

Coram: MATOJANE and KEIGHTLEY JJA and MABESELE AJA

Heard: 24 February 2026

Delivered: 24 March 2026

Summary: Road Accident Fund — post-judgment interest — whether interest on judgment debt arises *ex lege* in terms of s 2(1) of the Prescribed Rate of Interest Act 55 of 1975 (the PRIA) without express provision in court order — whether s 2A(5) of the PRIA applies to Road Accident Fund claims or is excluded by s 17(3)(a) of the Road Accident Fund Act 56 of 1996 — whether claims for interest foreclosed by *res judicata* where interest was claimed in summons but not embodied in court order — whether interest accrues *ex lege* on costs orders — whether writs of execution require a supporting affidavit quantifying interest — whether uncertainty surrounding ministerial publication of prescribed rate justifies declaratory relief — appeals dismissed with costs.

ORDER

On appeal from: Gauteng Division of the High Court, Pretoria (Van der Westhuizen J) and on appeal from the Western Cape Division of the High Court, Cape Town (Gassner AJ sitting as court of first instance), also sitting as a court of first instance:

The appeal in case number 268/2025 (the Sheriff matter):

1 The appeal is dismissed.

2 The appellant is ordered to pay the costs of the respondents who filed heads of argument in opposition to the appeal, on a party and party scale, such costs to include the costs of two counsel where so employed.

The appeal in case number 1182/2024 (the Stoffels matter):

1 The appeal is dismissed.

2 The appellant is ordered to pay the respondents' costs of the appeal, including the costs of two counsel where so employed, on Scale C.

JUDGMENT

Matojane JA (Keightley JA and Mabesele AJA concurring):

Introduction

[1] These two appeals concern whether the Road Accident Fund (the RAF) is liable to pay interest on the late payment of damages awarded to the plaintiffs (post-judgment interest), where the underlying court orders are silent on the subject of interest. They raise a common set of legal questions concerning the interaction between the Prescribed Rate of Interest Act 55 of 1975 (the PRIA) and the Road Accident Fund Act 56 of 1996 (the RAF Act), as well as the proper operation of the doctrine of *res judicata* in this context. Although they emanate from different high courts, the matters have been consolidated for hearing together.

[2] In *RAF v Sheriff and Others*, case no. 268/2025 (the Sheriff matter), the RAF sought two declaratory orders in the Gauteng Division of the High Court, Pretoria. The first was that writs of execution levying money against the RAF for interest not provided for in the relevant court order are invalid. The second was that any such writ must be accompanied by a sworn calculation setting out precisely how the interest claimed has been computed. The application was dismissed with costs by Van Der Westhuizen J on 17 September 2024. The court held that a judgment debt bears interest automatically, unless the order provides otherwise. The interest rate and the start date are determined *ex lege*, with interest on RAF debts commencing 14 days from the date of the court order in accordance with the RAF Act. The court held further that writs of execution based on interest so calculated were not unlawful. Leave to appeal was refused by the high court but granted by this Court on 26 February 2025.

[3] In *RAF v Stoffels*, case number 1182/2024 (the Stoffels matter), the respondents, Shireen Lynn Stoffels (Stoffels) and Lizelle Herold obo Leeam Spalding (Herold), claimed post-judgment interest on the awards of damages and costs. The RAF paid the capital amount but refused to pay any interest, contending that the court order was silent on interest. The Western Cape Division of the High Court, per Gassner AJ, found that s 2 of the Prescribed Rate of Interest Act 55 of 1975 (the PRIA) regulates post-judgment interest. A judgment debt automatically bears interest unless the court order states otherwise. The interest rate and start date are determined *ex lege*, and in RAF matters, interest runs from 14 days after the court order in terms of the RAF Act. The court held that writs of execution based on this interest were lawful. It further found that the RAF's budgeting and compliance with the Public Finance Management Act 1 of 1999 (the PFMA) relating to interest payments and procedures did not constitute an existing, future, or contingent right or obligation for purposes of a declaratory order under s 21(1)(c) of the Superior Courts Act 10 of 2013.[1] The RAF was granted leave to appeal to this Court on 14 October 2024.

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[1] Section 21(1)(c) reads:
'**Persons over whom and matters in relation to which Divisions have jurisdiction**
(1) A Division has jurisdiction over all persons residing or being in, and in relation to all causes arising and all offences triable within, its area of jurisdiction and all other matters of which it may according to law take cognisance, and has the power-
(a) to hear and determine appeals from all Magistrates' Courts within its area of jurisdiction;
(b) to review the proceedings of all such courts;

[4] The central question common to both appeals is whether post-judgment interest on awards of unliquidated damages against the RAF is governed exclusively by s 2A(5) of the PRIA, such that no interest liability arises unless a trial court makes a specific order to that effect – or whether s 2(1) of the PRIA operates independently to impose an *ex lege* obligation to pay interest on every judgment debt, including those arising from unliquidated claims. For the reasons that follow, both appeals fall to be dismissed.

Background

The Stoffels matter

[5] Stoffels was injured in a motor vehicle accident on 21 October 2011. She successfully prosecuted her claim against the RAF and was awarded judgment on 5 February 2021 in the amount of R3 749 650.59, together with party and party costs. The Stoffels judgment is silent as to post-judgment interest on the damages awarded. The RAF only paid the judgment debt on 17 September 2021, some seven months after judgment.

[6] Herold instituted action in her representative capacity arising from a motor vehicle accident involving her son, Leeam Spalding, on 5 June 2014. Judgment was granted in her favour on 23 February 2021 in the amount of R4 403 735.00, together with costs. The Herold judgment likewise makes no express provision for post-judgment interest on the damages awarded. The RAF paid the capital judgment on 20 August 2021, approximately six months after judgment.

[7] In both the Stoffels and Herold summonses, the respondents claimed interest at the prevailing rate, calculated from the date of demand, alternatively from 14 days after the date of judgment to the date of final payment, together with interest on costs from the taxing master's allocatur to the date of payment. Neither judgment, however, incorporated any order for interest. Following the late payment of their judgment debts, the respondents' attorney demanded payment of interest on the late payment of the

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(c) in its discretion, and at the instance of any interested person, to enquire into and determine any existing, future or contingent right or obligation, notwithstanding that such person cannot claim any relief consequential upon the determination.'

damages awarded. The RAF declined, relying on what it variously described as a Treasury instruction and an internal directive to the effect that it would not pay interest arising from the late payment of an award of damages where the court order was silent on the subject.

[8] The respondents launched an application in the Western Cape High Court, Cape Town, seeking, first, an order directing the RAF to pay interest on the sum of damages awarded from 14 days after judgment to date of final payment, and second, a declaration that the RAF's internal directive was unlawful. The court a quo granted the first leg of the relief and dismissed the second leg. The RAF appeals against the orders directing payment of interest and costs. The respondents have not cross-appealed the dismissal of the declaratory relief relating to the directive.

The Sheriff matter

[9] In each of the matters placed before the high court by the RAF as examples of the alleged mischief it complains of, each matter followed the same pattern: the plaintiff's summons had included a prayer for interest; the action proceeded either by way of trial, default judgment or a settlement made an order of court; the resulting court order was silent on the question of interest; and thereafter the plaintiff's attorneys, relying on the PRIA and s 17(3)(*a*) of the RAF Act, instructed sheriffs to levy execution for an amount incorporating post-judgment interest arising out of the late payment of the amount of damages awarded. On occasion, the attorneys provided the sheriff with an indemnity to proceed with a sale of the RAF's assets.

[10] A further complaint by the RAF is that the prescribed rate of interest under the PRIA has fluctuated since the legislative amendments effected by the Judicial Matters Amendment Act 24 of 2015 (the 2015 Amendment), which took effect on 8 January 2016. Under the amended s 1 of the PRIA, the prescribed rate is linked to the repurchase rate as determined by the South African Reserve Bank (SARB), plus 3.5 per cent per annum. Section 1(2)(*b*) requires the Cabinet member responsible for the administration of justice to publish the amended rate in the Government Gazette whenever the repurchase rate is adjusted. Section 1(2)(*c*) provides that the amended rate takes effect from the first day of the second month following the month in which the SARB determines the repurchase rate. This was common cause between the

parties. It was further common cause that the Minister of Justice had, in practice, been dilatory in publishing these amendments, had in some instances published rates retroactively, had published incorrect rates, and had in certain cases withdrawn previous publications. For this reason, the RAF sought the second declaratory order described above. It contended that because it was difficult to determine the applicable prescribed rate of interest, the plaintiff should be required to depose to an affidavit clarifying the matter in each case in which it applies for a writ.

The Legislative Framework

[11] The RAF is a statutory body established under the RAF Act. It administers a fund derived from a fuel levy and compensates third parties who suffer losses resulting from the negligent operation of motor vehicles. It operates as a public entity and is subject to the PFMA.

[12] The following provisions of the PRIA are central to the determination of these appeals. Section 2(1) provides:

'Every judgment debt which, but for the provisions of this subsection, would not bear any interest after the date of the judgment or order by virtue of which it is due, shall bear interest from the day on which such judgment debt is payable, unless that judgment or order provides otherwise.'

[13] Section 2(3) defines judgment debt as:

'[A] sum of money due in terms of a judgment or an order, including an order as to costs, of a court of law, and includes any part of such a sum of money, but does not include any interest not forming part of the principal sum of a judgment debt.'

[14] Section 2A(1) of the PRIA, introduced by the Prescribed Rate of Interest Amendment Act 7 of 1997 with effect from 11 April 1997, deals with interest on unliquidated debts. Section 2A (1) provides that the amount of every unliquidated debt, as determined by a court, arbitrator, or agreement, shall bear interest as contemplated in s 1. Section 2A(5) further provides:

'Notwithstanding the provisions of this Act but subject to any other law or an agreement between the parties, a court of law, or an arbitrator or an arbitration tribunal may make such order as appears just in respect of the payment of interest on an unliquidated debt, the rate at which interest shall accrue and the date from which interest shall run.'

[15] Section 17(3)(*a*) of the RAF Act provides:

'No interest calculated on the amount of any compensation which a court awards to any third party by virtue of the provisions of subsection (1) shall be payable unless 14 days have elapsed from the date of the court's relevant order.'

The Issues

[16] As they emerged before this Court, the following issues require determination in the two matters:

(a) Whether judgment debts arising from court orders in RAF matters bear interest *ex lege* under s 2(1) of the PRIA in the absence of an express order for interest, or whether such interest can only arise pursuant to a specific court order under s 2A(5) of the PRIA.
(b) Whether s 17(3)(*a*) of the RAF Act modifies the position, and whether s 2A(5) of the PRIA applies to claims against the RAF.
(c) Whether the doctrine of *res judicata* precludes judgment creditors who prayed for interest in their summonses from subsequently claiming interest where the court order is silent on the subject.
(d) Whether post-judgment interest accrues *ex lege* on costs orders.
(e) Whether writs of execution for post-judgment interest are procedurally irregular absent an accompanying affidavit quantifying the interest.
(f) Whether the uncertainty surrounding the publication of the prescribed interest rate provides a basis for the declaratory relief sought.
(g) Whether the RAF's application for declaratory relief in the Sheriff matter was, in any event, competent.

I deal with each issue in turn.

Issue (a): Does post-judgment interest arise ex lege?

[17] This question is well settled. In *General Accident Versekeringsmaatskappy Suid-Afrika Beperk v Bailey N O (Bailey)*[2], the Appellate Division held that every judgment debt bears interest in terms of s 2(1) of the PRIA from the day on which such

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[2] *General Accident Versekeringsmaatskappy Suid-Afrika Beperk v Bailey N O* 1988 (4) SA 353 (A) at 359C-E.

judgment debt is payable, irrespective of whether the judgment expressly provides for it, and that the section has done away with the common law requirement that a judgment creditor must include a specific claim for post-judgment interest in the summons. This was authoritatively confirmed in *Administrateur, Transvaal v JD van Niekerk en Genote BK*[3], where it was stated that interest on a judgment debt follows *ex lege* automatically unless expressly excluded. More recently, in *Steyn N O v Ronald Bobroff and Partners*,[4] this Court reiterated the same principle in unequivocal terms. I reaffirm that position.

[18] The RAF's central submission is that the introduction of s 2A in 1997 fundamentally altered this position in relation to unliquidated claims, it argued that a claim for compensation under the RAF Act is a claim for unliquidated damages, that the PRIA, as amended, now distinguishes between liquidated debts under s 2 and unliquidated debts under s 2A; and relying on *Davehill (Pty) Ltd and Others v Community Development Board (Davehill)*[5] that mora interest on an unliquidated debt is a species of damages. Accordingly, the RAF contends s 2A(5) now serves as the exclusive gateway for post-judgment interest on all such claims, with the effect that no liability arises unless a court makes a specific order directing the payment of interest at the applicable rate and the date from which interest runs.

[19] The submission conflates two fundamentally distinct categories of interest. Section 2A of the PRIA deals with pre-judgment interest on unliquidated claims, that is, interest that accrues from the date of demand or service of summons through to the date of judgment. Once the court has quantified the unliquidated claim and given judgment, the debt ceases to be unliquidated and becomes a judgment debt within the meaning of s 2(3) of the PRIA. Thereafter, it is s 2 not s 2A that governs the running of interest. As Gassner AJ observed, s 2A deals with interest in respect of unliquidated claims and must be read in the broader context of the Act as a whole, which regulates pre-judgment interest. It is not the appropriate mechanism for governing interest on a judgment debt that has already been granted.

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[3] *Administrateur, Transvaal v JD van Niekerk en Genote BK* 1995 (2) SA 241 (A) at 249G-H.
[4] *Steyn N O v Ronald Bobroff & Partners* [2012] ZASCA 184; [2013] 1 All SA 471 (SCA); 2013 (2) SA 311 (SCA) paras 32-38.
[5] *Davehill (Pty) Ltd and Others v Community Development Board* 1988 (1) SA 290 (A) at 300J-301E.

[20] The RAF's argument founders on the history and purpose of s 2A. As this Court noted in *Adel Builders (Pty) Ltd v Thompson*[6], before s 2A was introduced, there was no common law principle or statutory enactment that provided for pre-judgment interest on unliquidated damages. The law was regarded as unsatisfactory because plaintiffs received damages in depreciated currency and were unable to recover the loss occasioned by the passage of time between the accident and judgment.[7] The section was accordingly designed to address the position of plaintiffs awaiting judgments, and it created a new statutory entitlement to pre-judgment interest. There is no indication in the text, the legislative history, or in any case decided under s 2A, that Parliament intended simultaneously to restrict or displace the well-established *ex lege* entitlement to post-judgment interest under s 2.[8]

[21] Furthermore, s 2A(5) is a permissive, not a mandatory, provision. It empowers a court to make such an order as appears just in relation to interest on an unliquidated debt. The sub-section does not compel a court to make any such order, nor does it provide that interest only arises where such an order is made. To read s 2A(5) as imposing a mandatory precondition to post-judgment interest liability would be to contradict both the plain language of s 2(1), which imposes interest *ex lege* absent an order to the contrary, and the liberal construction mandated by the purposive approach to statutory interpretation affirmed in *Natal Joint Municipal Pension Fund v Endumeni Municipality*.[9] The discretion in s 2A(5) exists to enable courts to craft fact-specific pre-judgment interest awards that depart from the default in s 2A(2)(*a*). It has never been understood in reported case law as a provision requiring courts to enter a positive order before post-judgment interest becomes payable.

[22] The RAF's reliance on *Davehill* to show that mora interest is a species of damages and therefore an unliquidated claim does not advance its case. The court in *Davehill* was dealing with interest on unpaid statutory interest. The question was

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[6] *Adel Builders (Pty) Ltd v Thompson* [2000] ZASCA 167; [2000] 4 All SA 341 (A); 2000 (4) SA 1027 (SCA) para 11.
[7] *SA Eagle Insurance Co Ltd v Hartley* [1990] ZASCA 106; 1990 (4) SA 833 (AD); [1990] 2 All SA 616 (A) at 841G-842B.
[8] *Drake Flemmer and Orsmond Inc and Another v Gajjar N O* [2017] ZASCA 169; [2018] 1 All SA 344 (SCA); 2018 (3) SA 353 (SCA) paras 62 - 63.
[9] *Natal Joint Municipal Pension Fund v Endumeni Municipality* [2012] ZASCA 13; [2012] 2 All SA 262 (SCA); 2012 (4) SA 593 (SCA) para 18.

whether compound interest was permissible, and the characterisation of mora interest as a species of damages in that context goes to its substantive nature, not to whether s 2A(5) applies to post-judgment interest on RAF compensation awards. The passage in *Davehill*[10] relied upon by the RAF, in which Smalberger JA discussed s 1(1) of the PRIA, addressed the fixing of the interest rate at the time interest begins to run, a matter that does not bear upon the question now before this Court.

[23] There is no principled reason to differentiate between creditors whose judgment debts arose from liquidated claims and those whose debts arose from unliquidated ones. Once judgment has been given, the creditor's position is equally certain regardless of the nature of the pre-judgment claim, and a fixed sum is due and payable. The identity of the pre-judgment claim from which the judgment debt derives is irrelevant to the analysis from that point forward. The RAF's construction would create an arbitrary two-tier system of post-judgment interest, conferring the protection of s 2(1) upon holders of judgments for liquidated debts while denying it to holders of judgments for unliquidated debts, a distinction that Parliament did not make and that this Court should not import.

[24] Once a court has quantified and awarded compensation to a road accident claimant, the award constitutes a judgment debt. Post-judgment interest on that debt runs *ex lege* by virtue of s 2(1) of the PRIA. The court need not, and typically does not, make an express order for such interest. This has been the consistent position in our law, and I see no basis to depart from it.

Issue (b): Section 17(3)(a) of the RAF Act and the applicability of s 2A(5)

[25] Section 17(3)(*a*) of the RAF Act modifies the general position by imposing a grace period: no interest on compensation awarded by a court is payable until 14 days have elapsed from the date of the court order. This provision has been construed, consistently and correctly, as meaning that the mora date in RAF matters is deferred to the day on which 14 days have elapsed from the date of judgment. In *Vermaak v Road Accident Fund*,[11] it was held that interest does not accrue during the 14 days

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[10] *Davehill* at 300J-301E.
[11] *Vermaak v Road Accident Fund* 2008 JDR 0249 (C); [2008] ZAWCHC 12 para 24.

and only commences thereafter. That interpretation was endorsed in *Kwezi obo Kwezi v RAF*.[12]

[26] The two provisions are consistent: s 17(3)(*a*) of the RAF Act fixes the mora date. Section 2(1) of the PRIA imposes an obligation to pay interest and specifies the rate. Section 2A has no role to play in this matrix. It does not apply to post-judgment interest on RAF compensation awards. Specifically in the context of RAF litigation, s 17(3)(*a*) provides its own tailored departure from the general default by deferring the commencement of interest. This provision functions as a specific modification of the *ex lege* position under s 2(1) of the PRIA; it defers, rather than extinguishes, the interest liability and accordingly contemplates, and is consistent with, the continued operation of s 2 of the PRIA in RAF matters.

[27] This Court in *Drake Flemmer and Orsmond Inc and Another v Gajjar N O*[13] noted, albeit obiter, that s 17(3)(*a*) of the RAF Act may have precluded the recovery of pre-judgment interest, which would necessarily exclude the operation of s 2A of the PRIA in RAF matters. I find it unnecessary to go further than this in the present matters, since we are concerned only with post-judgment interest.

[28] It follows that the applicable legal position in RAF matters is clear: post-judgment interest runs *ex lege* under s 2(1) of the PRIA, read with s 17(3)(*a*) of the RAF Act, from 14 days after the date of the court order, at the prescribed rate in force at the time interest begins to run. The RAF's primary ground of appeal in both matters is that s 2A(5) exclusively governs post-judgment interest on unliquidated RAF awards and that no liability arises absent a specific court order; that ground must accordingly fail.

Issue (c): Res judicata

[29] The RAF's alternative argument is that the respondents' claims for post-judgment interest are precluded by *res judicata*. It submits that interest was a pleaded issue in the respective summonses, that the respondents obtained their trial court

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[12] *Kwezi obo Kwezi v Road Accident Fund* (6767/2008) [2011] ZAWCHC 455 paras 17 and 21.
[13] *Drake Flemmer and Orsmond Inc and Another v Gajjar N O* para 66.

orders without interest being awarded, and that they cannot now relitigate that issue in separate proceedings. The RAF rely on *Custom Credit Corporation (Pty) Ltd v Shembe* (*Custom Credit Corporation*)[14] for the core principle of *res judicata*, that the law requires a party to claim all remedies from a single cause of action in 'one and the same action' to prevent discordant decisions from multiple suits on the same matter. A similar argument was advanced in respect of the underlying claimants in the Sheriff matter.

[30] This argument, too, must fail. As I have held above, post-judgment interest under s 2(1) of the PRIA arises *ex lege*. It is not the product of a specific adjudication; it is a legal consequence that flows automatically from the grant of judgment. The fact that the trial court was silent on interest is entirely consistent with the *ex lege* position; silence neither constitutes an adjudication of the interest claim nor implies that the court determined that no interest would accrue. An order varying the *ex lege* position would be required before one could conclude that the trial court had adjudicated the matter adversely to the judgment creditor. No such order was made in either the Stoffels or Herold judgments, nor in any of the underlying matters in the Sheriff appeal.

[31] As Gassner AJ stated in the court below in the Stoffels matter:

'The *res judicata* defence, in my view, is misconceived. Based on *Bailey*, the applicants, under s 2 of the PRIA, were entitled to post-judgment interest as a matter of law and did not need to include a claim for such interest in their summons. No adjudication was required to found their entitlement to interest on the judgment debt, which, in terms of the definition in s 2(3), also includes an order as to costs. The Stoffels and the Herold judgments are silent as to interest either on the judgment debt or in respect of costs and did not include an order varying the *ex lege* position provided for in s 2 of the PRIA. Given that s 2 of the PRIA provides that post-judgment interest runs, *ex lege*, unless the court orders otherwise, it cannot be inferred that the court adjudicated on post-judgment interest.'

I agree with that reasoning.

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[14] *Custom Credit Corporation (Pty) Ltd v Shembe* 1972 (3) SA 462 (AD) at 472A-B. This position was confirmed by the Constitutional Court in *MV Wisdom C: United Enterprises Corporation v STX Pan Ocean CO Ltd* 2008 (1) SA665 (C) para 11 and reaffirmed by this Court in *Premier, Western Cape NO v Kiwietz* [2017] ZASCA 41; 2017 (4) SA
202 (SCA) para 8.

[32] The RAF relies on the circumstance that the respondents had included interest prayers in their summonses and did not obtain judgment thereon. But, as this Court confirmed in *Bailey*, a judgment creditor need not claim post-judgment interest in the summons at all; it arises *ex lege* by virtue of s 2(1). The inclusion of such a prayer in the summons does not transform the interest entitlement into a cause of action requiring adjudication in the action, and the absence of a positive interest order does not amount to an adverse determination. Courts routinely grant damages orders without expressly addressing interest, not because they have found interest to be impermissible, but because the law already provides for it.

[33] For the RAF's argument to succeed, it would need to be shown that the court was asked to determine whether post-judgment interest should be excluded and declined to do so. None of the relevant orders contains a provision excluding interest. An order that is simply silent on interest is not a determination that no interest is payable. The conclusion reached by the full court in *Saunders N O v MEC of the Department of Health: Limpopo Province*,[15] on materially similar facts, is correct, and I endorse it.

Issue (d): Interest on costs orders

[34] The definition of judgment debt in s 2(3) of the PRIA expressly includes an order as to costs. Post-judgment interest on costs orders therefore follows the same *ex lege* regime as interest on the capital award. The court a quo in the Stoffels matter correctly held that interest on the taxed costs in the Stoffels action runs from 14 days after the date of the taxing master's allocatur, and that interest on the settled costs in the Herold action runs from 14 days after the date on which the costs were settled by agreement, namely 24 March 2022, as recorded in the letter signed by the parties' representatives.

[35] The RAF raised a technical argument that the court a quo incorrectly ordered interest from 14 days after the relevant orders, rather than from the fifteenth day after those orders, contending that liability can only arise once 14 days have elapsed. This distinction is without practical significance. Section 17(3)(*a*) provides that no interest shall be payable unless 14 days have elapsed. The court a quo's formulation, from

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[15] *Saunders N O v MEC of the Department of Health: Limpopo Province* 2015 JDR 1020 (GP) para 28.

14 days after the date of the court order, achieves a materially identical result. I do not regard this as a ground for interfering with the orders made.

Issue (e): The requirement for a supporting affidavit

[36] In the Sheriff matter, the RAF's second declaratory sought an order that all writs of execution for post-judgment interest be accompanied by a sworn calculation setting out how the interest has been computed. The RAF relied on *Butchart v Butchart (Butchart I)*[16] and Butchart v Butchart (Butchart II)[17],[18] in support of the proposition that the registrar may require an affidavit from a judgment creditor before issuing a writ where the amount is not immediately discernible from the order itself.

[37] The cases relied upon are readily distinguishable. Both *Butchart* decisions dealt with court orders that imposed obligations expressed in terms that required factual inquiry before quantification, reasonable medical expenses in one instance, periodic rentals in another. In that context, requiring an affidavit served as a means of ascertaining the money sum for which a writ may validly be issued. Post-judgment interest at the prescribed rate on a known capital sum, calculated from a date fixed by statute, is not in the same category. The interest calculation follows from the face of the order (the capital and costs awarded), from the statute (the 14-day mora date

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[16] *Butchart v Butchart* 1996 (2) SA 581 (W) (*Butchart I)* at 585D-E.

[17] *Butchart v Butchart* 1997 (4) SA 108 (W) (*Butchart II)* at 112 B-G, 'where, on appeal, the full court reaffirmed this position and held that '[a] writ of execution cannot validly be issued for an arbitrary sum. Some proper means must be established for determining the money sum for which a writ may validly be issued for the judgment creditor's reasonable medical expenses . . . The judgment creditor must file with the Registrar an affidavit proving the medical expenses reasonably incurred; the writ may then validly include the amount so proved by the judgment creditor, and the affidavit of the judgment creditor must be served on the judgment debtor together with the writ. This procedure will ensure (a) the required certainty of the amount due under the judgment for purposes of the writ; and (b) that the judgment debtor has a fair opportunity to consider whether the amount included in the writ in respect of medical expenses was indeed within the terms of the judgment, and, if he considers that it was not, to approach the Court for appropriate relief.'

[18] *Butchart v Butchart* 1996 (2) SA 581 (W) (Butchart I) at 585D-E. See also *Butchart v Butchart* 1997 (4) SA 108 (W) (Butchart II) at 112 B-G, 'where, on appeal, the full court reaffirmed this position and held that '[a] writ of execution cannot validly be issued for an arbitrary sum. Some proper means must be established for determining the money sum for which a writ may validly be issued for the judgment creditor's reasonable medical expenses . . . The judgment creditor must file with the Registrar an affidavit proving the medical expenses reasonably incurred; the writ may then validly include the amount so proved by the judgment creditor, and the affidavit of the judgment creditor must be served on the judgment debtor together with the writ. This procedure will ensure (a) the required certainty of the amount due under the judgment for purposes of the writ; and (b) that the judgment debtor has a fair opportunity to consider whether the amount included in the writ in respect of medical expenses was indeed within the terms of the judgment, and, if he considers that it was not, to approach the Court for appropriate relief.'

under s 17(3)(*a*) of the RAF Act), and from the prescribed rate in force at the time interest begins to run. It is, as the court a quo correctly found, readily determinable by simple arithmetic. There is no genuine indeterminacy of the kind that required evidential supplementation in *Butchart.*

[38] Moreover, there is a fundamental practical objection to the relief sought. The RAF has consistently been found to be dilatory in paying judgment debts. Interest on a judgment debt runs until the date of payment. At the time a writ is issued, the payment date is unknown. An affidavit calculating interest to the date of issuing the writ will therefore always be stale by the time execution is levied, creating precisely the uncertainty the RAF professes to wish to avoid.

[39] The Uniform Rules of Court do not prescribe this requirement. Uniform rule 45(1) provides for the issue of writs in conformity with Form 18. There is no provision in the Rules requiring an affidavit to accompany a writ for post-judgment interest. Courts should be slow to impose procedural requirements for which there is no legislative basis, particularly where the practical effect would be to place further obstacles in the path of judgment creditors. The second declaratory is accordingly refused.

Issue (f): The prescribed rate and ministerial publication

[40] The RAF advanced, as a separate basis for its application in the Sheriff matter, the confusion arising from the Minister of Justice's erratic publication of the prescribed rate of interest. The schedule placed before the high court reveals the following pattern: publications made late; rates published that differ from those calculable under s 1(2)(*c*); retrospective adjustments; and withdrawals of previous notices.

[41] I acknowledge that the manner in which the Minister has exercised the publication obligation under s 1(2)(*b*) of the PRIA has been far from satisfactory. However, the proper answer to the Minister's failure to comply with the publication obligation in publishing rate amendments is not to require every court seized with an RAF matter to embark upon an inquiry into which rate is applicable. As was held in *SN*

v Road Accident Fund[19], the rate contemplated in s 1(2)(*a*), the repurchase rate plus 3.5 per cent, is not dependent upon the Minister's publication for its operation. Section 1(2)(*c*) links the effective date of the prescribed rate to the SARB determination, not to the date of ministerial publication. The failure to publish does not have the effect of freezing the rate at its last published value indefinitely.

[42] The reasoning in *SN v Road Accident Fund is* persuasive. The repurchase rate, determined by the SARB, is a public and readily ascertainable fact. The prescribed rate takes effect on the first day of the second month following the SARB's determination, by force of the statute itself. The Minister's publication serves a confirmatory and informational function; the statute requires it, and its neglect is properly the subject of complaint directed at the executive. But the absence of timely publication does not create a lacuna that can only be filled by express judicial direction in each RAF matter. The rate is ascertainable; the calculation is straightforward.

[43] This position is equally applicable in the Stoffels matter. Section 1 of the PRIA, as amended by the 2015 Amendment, ties the prescribed rate to the repurchase rate as determined by the SARB, plus 3.5 per cent per annum. The mechanism for ascertaining the applicable rate is statutory and, in any given case, capable of objective determination with reference to published sources. To require courts to determine and fix the rate in every judgment would be to substitute judicial for statutory administration of a matter that Parliament has deliberately entrusted to a regulatory framework.

[44] An order directing payment of interest at the rate prescribed in s 1 of the PRIA, without specifying a numeric rate, is workable, unambiguous and compliant with the statute. The observations of the court a quo in the Stoffels matter, drawing on the form of the interest order approved by this Court in *Langley Fox Building Partnership (Pty) Ltd v De Valence*[20], are apposite. If a dispute subsequently arises as to the applicable rate for a particular period, that dispute may be resolved, if need be, by way of an affidavit or supplementary inquiry into the relevant Gazette notices. That is not a

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[19] *SN v Road Accident Fund* 2022 JDR 1053 (GP) para 22.
[20] *Langley Fox Building Partnership (Pty) Ltd v De Valence* [1990] ZASCA 128; 1991 (1) SA 1 (A); [1991] 3 All SA 736 (AD)at 16A-C.

reason to encumber every judgment debt with an interest determination of a kind that Parliament has not prescribed. The RAF's complaint on this ground, in both matters, must fail.

Issue (g): The competence of declaratory relief in the Sheriff matter

[45] A court may grant a declaratory order under s 21(1)(*c*) of the Superior Courts Act 10 of 2013, if a person has an interest in an existing, future or contingent right or obligation. The RAF clearly has an interest in its financial exposure to post-judgment interest claims. The existence of genuine legal disputes over the validity of levying interest under writs that do not reference a court order for interest is apparent from the volume of litigation on this topic across multiple divisions. The RAF's application in the Sheriff matter was procedurally competent, and the RAF had a sufficient interest to establish standing. Still, the declaratory orders sought were not justified on the merits.

The indemnification of sheriffs

[46] The RAF's contention in the Sheriff matter is that the practice of attorneys furnishing sheriffs with indemnities to proceed with the auction is unlawful and constitutes an independent ground for relief. Uniform rule 45(3) of the Uniform Rules permits an execution creditor to indemnify a sheriff against a claim to seized property by a third party who asserts a competing right. Uniform rule 45(7)(*b*) permits an indemnity in the context of perishable goods. Neither provision sanctions a general indemnity enabling a sheriff to conduct a sale in execution of the RAF's non-perishable assets in the absence of a valid underlying right to levy execution.

[47] I agree that an indemnity given to a sheriff to override the absence of a lawful basis for execution would be irregular. The question of whether a particular indemnity was improperly furnished depends on the facts of each case, not on any general proposition that indemnities in RAF execution proceedings are per se unlawful. As I have found, post-judgment interest arises *ex lege* and writs for such interest are valid. There is thus no legal basis for the RAF's submission that all indemnities in RAF matters are irregular. If the RAF has a complaint that a specific writ or indemnity is irregular, for other reasons, its remedy lies in a rule 30 application directed at it.

The Rule 30 alternative in the Sheriff matter

[48] The RAF sought, as an alternative to the declaratory relief in the Sheriff matter, leave to pursue rule 30 applications in respect of the specific matters identified in case number 026960/2022. rule 30 provides a mechanism to set aside an irregular step in proceedings and prescribes strict time limits. The RAF has not demonstrated compliance with these time limits, has not shown good cause for the relaxation of the time frames under rule 27, and has not made out the primary premise for such applications that the relevant writs are irregular. The alternative relief is accordingly refused.

Costs

[49] The RAF has failed on the merits in both appeals. Several respondents urged this Court to impose a punitive costs order on the basis that the appeals were an abuse of process or were prosecuted without reasonable prospects of success. I am not satisfied that the threshold for a punitive costs order is met in either case. The questions raised by the RAF about the proper interpretation of the PRIA amendments and their interaction with RAF legislation are not devoid of substance, even if the existing authorities strongly disfavoured the RAF's position. The inconsistency in ministerial compliance with the publication obligation has created genuine uncertainty in practice, and there was, I accept, a legitimate systemic interest in obtaining a definitive pronouncement from this Court on questions that have generated extensive and conflicting High Court litigation. For these reasons, I decline to award attorney and own client costs.

Orders

[50] The following orders are made:

The appeal in case number 268/2025 (the Sheriff matter):

1 The appeal is dismissed.

2 The appellant is ordered to pay the costs of the respondents who filed heads of argument in opposition to the appeal, on a party and party scale, such costs to include the costs of two counsel where so employed.

The appeal in case number 1182/2024 (the Stoffels matter):

1 The appeal is dismissed.

2 The appellant is ordered to pay the respondents' costs of the appeal, including the costs of two counsel where so employed, on Scale C.



KE MATOJANE

JUDGE OF APPEAL

Appearances

In the appeal in case number 268/2025 (the Sheriff matter)

For the appellant:	G Naude SC and M M Moodley
Instructed by:	Malatjie & Co Attorneys, Sandton
	Honey Attorney, Bloemfontein
For the twelfth intervening respondent:	D Keet
Instructed by:	Van Dyk Steenkamp Attorneys, Roodeplaat
	Symington De Kok Inc, Bloemfontein
For the thirteenth to the twenty-third intervening respondents:	F Ferguson
Instructed by:	Adams & Adams, Pretoria
	Spangenberg Zietsman & Bloem Attorneys, Bloemfontein
For the twenty-fourth to twenty-fifth intervening respondents:	B P Geach and T Mogale
Instructed by:	Roets & Van Rensburg Inc., Pretoria
	Makubalo Attorneys, Bloemfontein
For the twenty-sixth and twenty-seventh intervening respondents	M Snyman, SC and Kehrhahn
Instructed by:	Roets & Van Rensburg Inc., Pretoria
	Makubalo Attorneys, Bloemfontein

In the appeal in case number 1182/2024 (the Stoffels matter), for the appellant: G Naude SC and M Moodley

Instructed by:	Malatjie & Co Attorneys, Sandton
	Honey Attorney, Bloemfontein
For the respondent:	P K EIA

Instructed by: A Bachelor & Associates, Cape Town
McIntyre Van Der Post, Bloemfontein.

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STUDENT CHAPTER REPORT

To: The Chairperson and EXCO members

Re: Student Chapter end of the year report 28 September 2026

From: Ndangi Thovhakale

1. INTRODUCTION

The Student Chapter remains committed to promoting student development, mentorship, practical legal training, professional exposure, and meaningful engagement between law students, legal practitioners, academic institutions, and key stakeholders within the legal profession. Throughout 2026, the Student Chapter successfully advanced initiatives aimed at bridging the gap between legal education and legal practice while enhancing the visibility and impact of the Pretoria Attorneys Association (PAA) within the student and young practitioner community.

2. KEY ACHIEVEMENTS DURING 2026

2.1 Student Recruitment and University Engagement

The Student Chapter participated in the University of Pretoria Law Career Fair during March 2026, where students were engaged and recruited into the Student Chapter. Information material was distributed, including resources directing students to PAA platforms and services. This engagement strengthened the relationship between the PAA and the

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University of Pretoria and increased awareness of the Association among future legal practitioners.

2.2 STRENGTHENING THE RELATIONSHIP WITH THE UNIVERSITY OF PRETORIA

The Student Chapter engaged the leadership of the University of Pretoria Faculty of Law, including the Acting Dean and Deputy Dean, regarding the future of student initiatives and collaboration. These engagements resulted in support for the Student Chapter's registration within university structures and laid a foundation for continued collaboration on student-focused programmes and events.

2.3 INTERNATIONAL MOOT COURT SUCCESS

The Student Chapter achieved international recognition through participation in the Boston International Innovative Moot Court Competition, where the participating team won the international competition after competing against Makerere University of Uganda in the final round. This accomplishment significantly enhanced the reputation of the Student Chapter and demonstrated the calibre of students associated with PAA initiatives.

2.4 MOOT COURT AND ADVOCACY DEVELOPMENT

The PAA continued its involvement with the UNISA Law Clinic Regional Moot Court Competition. Following the successful participation of sixteen PAA members as judges during the 2025 competition, the Association was again invited to participate in 2026. Practitioners were called upon to adjudicate oral arguments, assess advocacy skills, and mentor students through constructive feedback. This initiative strengthened practical advocacy training and enhanced collaboration between the profession and academia.

2.5 LEGAL STUDENT WINTER PLACEMENT PROGRAMME

One of the Student Chapter's flagship initiatives during 2026 was the Legal Student Winter Placement Programme. The programme was developed to provide practical workplace experience and expose students to the realities of legal practice.

Key outcomes included:

2.5.1 Twenty (20) students applied for participation.

2.5.2 Seventeen (17) students met the eligibility requirements.

2.5.3 Twelve (12) students were successfully placed.

2.5.4 Six (6) participating law firms hosted students.

2.5.5 Students gained practical exposure to legal practice and professional environments.

2.5.6 Participating firms reported positive experiences and strong engagement from students.

The programme demonstrated the legal profession's willingness to invest in mentorship and practical skills development. Important lessons identified included the need for earlier advertising, greater participation from firms nationwide, and increased opportunities for postgraduate students.

2.6 NATIONAL WILLS WEEK STUDENT SHADOWING PROGRAMME

The Student Chapter proposed and supported the implementation of a student shadowing programme during National Wills Week 2026. The initiative builds on the success of the 2025 programme, during which twenty-three University of Pretoria law students shadowed legal practitioners at the Master of the High Court.

The programme provides students with practical exposure to client consultation, will drafting, public service, and estate administration while allowing practitioners to contribute directly to student development.

3. PROFESSIONAL DEVELOPMENT AND REPRESENTATION

3.1 Legal Practitioners' Fidelity Fund Sustainability Conference

The Student Chapter was represented at the Legal Practitioners' Fidelity Fund national conference, where issues relating to the sustainability of the legal profession, regulatory reform, risk management, funding models, and transformation were discussed. Student Chapter leadership participated in discussions concerning:

3.1.1 Financial challenges experienced by small and medium sized firms;

3.1.2 Support for new entrants into the profession;

3.1.3 Transformation and access to justice;

3.1.4 Sustainable funding mechanisms for the profession.

This participation ensured that the interests of future practitioners and young lawyers were represented within national legal discourse.

3.2 LSSA / LPFF Young Lawyers Conference 2026

The Student Chapter was represented at the national LSSA/LPFF Young Lawyers Conference held in Durban under the theme: "Law, Technology, Leadership and Legacy: Positioning Young Lawyers in the New Dispensation."

Representation included participation as a panellist in a national discussion on transformation, leadership, purpose, and passion in legal practice. This engagement increased the visibility of the PAA and strengthened relationships with young lawyers and legal stakeholders nationally.

3.3 Johannesburg Arbitration Week 2026

The Student Chapter was represented at the Johannesburg Arbitration Week VIP Reception hosted by AFSA. The engagement provided opportunities to:

3.3.1 Build professional networks;

3.3.2. Explore student-focused arbitration training initiatives;

3.3.3 Promote collaboration between the legal profession and academic institutions;

3.3.4 Position the PAA as an active participant in discussions relating to dispute resolution and arbitration reform.

3.3.5 These engagements support future opportunities in specialist legal training for students.

4 STRATEGIC STAKEHOLDER ENGAGEMENT

Throughout 2026, the Student Chapter actively pursued and maintained relationships with key stakeholders in the legal profession, including:

4.1 University of Pretoria Faculty of Law;
4.2 UNISA Law Clinic;
4.3 Legal Practitioners' Fidelity Fund;
4.4 Law Society of South Africa;
4.5 Arbitration Foundation of Southern Africa (AFSA);
4.6 Legal Practice Council;
4.7 Gauteng Attorneys Association;

4.8 National Director of Public Prosecutions' Office.

These engagements strengthened collaboration, enhanced opportunities for students, and increased the visibility of the PAA within the broader legal community.

5. CHALLENGES IDENTIFIED

5.1 While substantial progress was achieved, several challenges were noted:
5.2 Limited placement opportunities for postgraduate students.
5.3 Travel and accommodation constraints affecting student participation.
5.4 Need for increased participation by larger and boutique law firms.
5.5 Funding requirements for expanded student programmes and initiatives.
5.6 Continued need to strengthen sponsorship and partnership arrangements for student development activities.

6. RECOMMENDATIONS FOR 2027

The Student Chapter recommends that the Association:
6.1 Expand the work readiness placement programme nationally.
6.2 Increase participation from member firms to accommodate more students.
6.3 Formalise partnerships with universities and legal education institutions.
6.4 Establish a structured mentorship programme for students and candidate legal practitioners.
6.5 Develop arbitration, mediation, and advocacy training programmes.
6.6 Continue participation in National Wills Week and Moot Court initiatives.
6.7 Pursue sponsorship opportunities to support student development projects.
6.8 Strengthen relationships with regulators, government institutions, and professional bodies.

7. CONCLUSION

The 2026 year was characterised by significant growth, stakeholder engagement, student development programmes, national representation, and professional visibility for the Student Chapter. Through career fairs, moot court competitions, placement programmes, mentorship initiatives, national conferences, and strategic partnerships, the Student Chapter continued to advance the Pretoria Attorneys Association's commitment to transformation, professional development, and the cultivation of future legal practitioners. The achievements recorded during the year provide a strong foundation for continued growth and impact in 2027.

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Ndangi Thovhakale

VICE-CHAIRPERSON & STUDENT CHAPTER

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