HIGH COURT OF SOUTH AFRICA
(GAUTENG DIVISION, PRETORIA)

CASE NO: 46876/2020

(1) REPORTABLE: NO.
(2) OF INTEREST TO OTHER JUDGES: YES
(3) REVISED.
DATE: 26 APRIL 2024
SIGNATURE

In the matter between:

SERONICA NATHRAM Applicant

and

ROAD ACCIDENT FUND Respondent

Summary: *Procedure – Notice of intention to defend delivered in terms of Rule 19(5) more than three years after expiry of dies – No defence or actual intention to go on trial disclosed in opposed Rule 30 application – Notice constitutes an abuse of court in the context of Road Accident Fund litigation – Notice set aside in terms of the court's inherent jurisdiction – such relief to be case specific and to be sparingly exercised.*

ORDER

1. The defendant's notice of intention to defend delivered in terms of Rule 19(5) on 24 January 2024, is set aside.

2. The defendant is ordered to pay the plaintiff the sum of R 3 699 870.00 (Three million six hundred and ninety nine thousand eight hundred and seventy Rands) in respect of the plaintiff's loss of earnings and the amount of R 183 356.18 (One hundred and eighty three thousand three hundred and fifty six Rands and eighteen cents) in respect of past medical expenses.

3. The issue of general damages is postponed sine die.

4. In order for the time period referred to in paragraph 6 hereunder to commence, this order is to be served on the defendant together with particulars of the plaintiff's attorneys' trust banking details.

5. The defendant is ordered to pay the plaintiff's taxed or agreed party and party costs on the High Court scale, which payment shall be effected no later than 14 days following when agreement relating to the aforementioned costs is reached between the parties or the stamped allocator (following taxation) is served on the defendant, whichever comes earlier.

6. Interest shall accrue on the capital after the expiration of 180 days from the time the order is provided to the defendant as contemplated in paragraph 4 above.

7. The defendant is ordered to furnish the plaintiff with a certificate as envisaged in section 17 (4) of the Road Accident Fund Act 56 of 1996 for 100% of the expenses to be incurred as a result of the injuries sustained by the plaintiff in the motor vehicle accident which had occurred on 25 December 2018.

JUDGMENT

This matter has been heard in open court and is otherwise disposed of in terms of the Directives of the Judge President of this Division. The judgment and order are accordingly published and distributed electronically.

DAVIS, J

Introduction

[1] This Division entertains on average approximately 450 instances of litigation against the Road Accident Fund (the RAF) in any given week of term, spread over daily trial rolls, default judgment rolls, settlement rolls and interlocutory application court rolls, handled by various judges. This translates to approximately 1800 matters per month, excluding the rolls in the Johannesburg Division.

[2] The experience is that less than 1% of these matters actually proceed to a customary civil trial, that is one where evidence is led by both parties on triable issues.

[3] The further experience is that the RAF is, in the majority of these matters, what has been described as a perpetually delinquent litigant and one which has, for its lack of proper and timeous compliance with the Rules of Court, often received judicial sanction and criticism.[1] Despite this, its delinquency continues and this case is a further example thereof.

[4] In this case, the RAF has, on the eve of the day when the matter came before court on its default judgment roll, delivered a notice of intention to defend in terms of Rule 19(5). That notice was delivered more than three years after the *dies* for delivery of such a notice had expired. Aggrieved by this, the plaintiff, by way of a substantive application, applied for the notice to be set aside as constituting an abuse of process and further applied for default judgment. The application for setting aside the notice was opposed and the necessary affidavits and heads of argument in respect thereof had been exchanged.

Relevant chronology

[5] In addition to the context already provided above, the following procedural history of the matter is relevant. In summary, it is the following:

28 December 2018	-	The accident in question occurred. The plaintiff was a passenger and sustained severe injuries.
21 July 2019	-	The prescribed RAF 1 form was completed.

[1] See inter alia *RAF v Legal Practice Council & Others* 2021 (6) SA 230 (GP), *Fourie & Fismer Inc v RAF* 2020 (5) SA 465 (GP) and *LN and Another v RAF* [2023] ZAGPPHC274; 143687 (20 April 2023).

12 September 2019	-	The Plaintiff's claim was formally lodged.
7 November 2019	-	The RAF requested copies of the RAF 4 form, vouchers, actuarial calculations and salary slips.
17 December 2019	-	Merits were conceded by the RAF. It appears from the RAF's answering affidavit, that this was done after the RAF had completed its investigation and had concluded that the accident had occurred as a result of the sole negligence of the insured driver[2].
4 March 2020	-	The merits offer was accepted by the plaintiff.
17 September 2020	-	Summons was issued.
25 September 2020	-	Summons was served on the RAF.
9 October 2020	-	The *dies* for the delivery of a notice of intention to defend expired.
23 November 2020	-	The RAF was by way of correspondence reminded of the expiry of the *dies*.
21 October 2021	-	The reminder was repeated.
3 August 2022	-	The plaintiff sent a written settlement proposal to the RAF.

[2] That is the answering affidavit subsequently delivered in opposition to the application to have the notice of intention to defend set aside, also referred to later.

2 September 2022	-	The settlement proposal was repeated, as no response had been forthcoming from the RAF.
5 September 2022	-	The RAF was advised that, as no notice to defend, nor any plea nor any response to the settlement proposals had been received, the plaintiff would proceed with the necessary processes to obtain judgment by default.
16 September 2022	-	The advice was repeated.
29 September 2022	-	After due notice, the plaintiff amended her particulars of claim by delivery of the amended pages to the RAF.
12 January 2023	-	A substantive application for default judgment, together with all the expert reports on which the plaintiff sought to rely, was served on the RAF.
12 April 2023	-	A formal notice of set down of the matter on this Division's default judgment roll of 25 January 2024 was served on the RAF.
23 November 2023	-	The RAF was yet again advised by letter that it has not delivered a notice to defend.
24 January 2024	-	A notice to defend was delivered by the State Attorney, on behalf of the RAF.
24 January 2024	-	The RAF was advised that the plaintiff

considered the belated notice on abuse of process and settlement was advised.

25 January 2024 - A substantive application in terms of Rule 30 was delivered by the plaintiff.

[6] When the matter came before court on 25 January 2024, both parties were represented. The plaintiff persisted with its application to have the RAF's notice of intention to defend set aside as an irregular step and the RAF countered that Rule 19(5) afforded the RAF an unfettered right to have delivered the belated notice. The matter then stood down for hearing to the 5th of February 2024 and to enable the RAF to deliver its answering affidavit, which it duly did.

[7] In its aforementioned application, the plaintiff's attorneys contended that the RAF was simply using its notice of intention to defend in order to delay matters, that it has displayed a tendency to do so in many other matters and that the delivery of the notice was not done with the actual intention to defend the action or to have it go to trial. The contention was further that the delivery of the notice with the ulterior purpose to simply delay proceedings constituted an abuse of process, despite the provisions of Rule 19(5).

The RAF's response to the accusations of abuse of process

[8] The RAF's response to the above accusations was contained in an answering affidavit deposed to by a senior claims officer in the RAF's Menlyn branch, together with a confirmatory affidavit from a claims handler.

[9] In the said answering affidavit the senior claims officer commenced by lamenting the termination of the RAF's previous panel of attorneys during 2019 and 2020 and the ravages the Covid 19 pandemic had wreaked on its functioning.

[10] The significant parts of the RAF's explanation for its tardiness deserve to be quoted, particularly due to the extraordinary nature of the relief sought by the plaintiff. It is the following (I underline the most pertinent aspects):

> "*3.2 ... The claim was duly lodged with the Defendant on the 12th September 2019.*
>
> *3.3 The Respondent carried out its obligations and investigated the matter as alluded to in paragraph 12.3 of the Applicant's founding affidavit. Following merits investigations, the Defendant conceded negligence in the matter.*
>
> *4.7 Towards the end of 2021, Respondent was now in a position where matters could be referred to the State Attorney for litigation. On or about the 1st January 2022 a request was made for the matter to be defended... From my perusal of the physical file there is nothing or no document that can assist me in outlining to the above Honourable Court what had occurred between 1 January 2022 and 5 January 2024...*
>
> *4.8 The matter was allocated to my section as a default judgment matter on the 5th January 2024 and I allocated it to Mr Frank Phago who is one of the claims handlers in my section. Mr Frank Phago was however on leave and could only start to work on the matter on the 23rd January 2024. I could not allocate the matter to the other claims handlers who were not on leave as they also had their share and would be overburdened by such.*

4.9 *... On the 24th January 2024 when Ms Gaokgwathe [the State Attorney allocated to the matter] enquired on why the caselines profile was empty it was then that she was informed that there are Caselines files opened and she was invited to the proper file where she was now able to obtain the relevant information in order deliver a notice of intention to defend. ...*

4.11 *Despite the fact that the Defendant was relying on the provision of Rule 19(5) in order to defend the matter and was tendering costs for same, the claims handler did not stop working on the matter but continued to assess the file with what was downloaded from the caselines file in order to be in a position to make some sort of interim offer to the Applicant.*

4.12 *I humbly submit that failure to defend the matter timeously or in terms of Rule 19(1) was not willful and nor was it an abuse of the process or an attempt to frustrate the fair and reasonable and just settlement of the claim. ...*

6.1 *I am advised that the turning point in this matter is whether the notice of intention to defend when served out of time constitutes an irregular step despite it being permitted by the Rules of the above Court.*

6.2 *I am advised that Rule 19 of the uniform Rules is the governing rule or authority regarding service and filling of notice of intention to defend. It is not in dispute that the notice to defend is late or is filed outside of the period as provided for in the Rules.*

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

22 *I submit that failure to defend the matter timeously or in terms of Rule 19(1) was not willful and nor was it an abuse of the process or an attempt to frustrate the fair and reasonable and just settlement of the claim*".

[11] The remainder of the affidavit contained arguments in a generalised fashion, relying on the "respite" given to a defendant by Rule 19(5) without having to resort to the seeking of condonation as contemplated in Rule 27(3). While Rule 19(1) requires a defendant who wishes to defend an action to deliver a notice of its intention to do so within 10 days after the service of a summons, Rule 19(5) provides that "*...a notice of intention to defend may be delivered even after the expiration of the period specified in the summons...before default judgment has been granted...* ". The further argument of the RAF made out in the affidavait was that any prejudice to a plaintiff could be ameliorated by a costs order.

What constitutes abuse of process

[12] It is trite that it is a Constitutionally authorised power of a High Court to regulate its own processes.[3] An incidence of a High Court's inherent power, is the power (and duty) to prevent the abuse of its processes.[4]

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[3] Section 173 of the Constitution and *Mukaddam v Pioneer Foods (Pty) Ltd* 2013(5) SA 89 (CC)

[4] *Beinash v Wixley* 1997 (3) SA 721 (SCA) at 743 D, *South African Coaters (Pty) Ltd v St Paul Insurance Co (SA) Ltd* 2007 (6) SA 628 (D) at 633E- 634(A) and *Chunguete v Minister of Home Affairs* 1990(2) SA 836(W) at 840 B-C.

[13] An abuse occurs "*where the procedures permitted by the Rules of the Court to facilitate the pursuit of the truth are used for a purpose extraneous to that object*"[5] or "*when an attempt is made to use for ulterior purposes machinery designed for the better administration of justice*".[6]

[14] In *South African Human Rights Commission v Standard Bank of South Africa Ltd and Others*[7] the Constitutional Court even held that, in the exercise of its inherent jurisdiction, a High Court may refuse to hear entire proceedings which amount to an abuse of its process.

[15] In the above matter, the Constitutional Court referred to *Standard Credit Corporation Ltd v Bester*[8] where at 820 A-B the court held that an abuse of process can occur when a court process "*... is used by a litigant for a purpose for which it was not designed or intended, to the prejudice or potential prejudice to the other party to the proceedings ...*".

[16] A collection of authorities on and examples of what constitutes an abuse of process are to be found in *Price Waterhouse Coopers Inc and Others v National Potato Co-operative Ltd.*[9] Therein reference was mostly made to the actions of plaintiffs and the attempted enforcement of "unjust" claims and that a process is used "properly" when it is invoked "for the vindication of rights". The point was also made that although typical, not every "*... application of a particular court procedure for a purpose other than that for which it was primarily intended ... is complete proof of mala fides ...*".

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[5] *Beinash* at 734F-G
[6] *De Klerk v Scheepers* 2005 (5) SA 244 (T) at 246 C- D.
[7] 2023 (3) SA 36 (CC) at [31].
[8] 1987 (1) SA 812 (W).
[9] 2004 (6) SA 66 (DCA) at par [50] per Southwood AJA

Evaluation

[17] As a starting point, one should bear in mind that section 34 of the Constitution guarantees two things. The first is a substantive right to "*everyone ... to have any dispute that can be resolved by the application of law*" decided before a court and the second is a right to "a fair public hearing", i.e a fair procedure.[10]

[18] It is often argued in this court when belated notices of intention to defend are filed by the RAF at the eve of a hearing, with reliance on Rule 19(5), that that sub-rule gives procedural substance, not only to the *audi alterem partem* - principle[11], but also to a defendant's Section 34 rights of access to court.

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

[20] In the present matter, despite the RAF's claims officer (or claims handlers) having "worked" on the matter, the RAF has nowhere in its affidavits delivered in opposition to the Rule 30 application, disclosed any intention to have the matter proceed to trial. In fact, no triable issues have been identified by the RAF. No indication had even been given as to what *bona fide* defence the RAF would wish to plead, let alone pursue at a trial. No indication has been given as to whether the RAF would wish the plaintiff to be examined by experts to be appointed by the RAF. In the absence of any criticism of the contents of the expert reports

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[10] See: *Stopforth, Swanepoel & Brevis Inc v Royal Anthem (Pty)* 2015 (2) SA 539 (CC), Erasmus, *Superior Court Practice* A-28 and Currie & De Waal, *The Bill of Rights Handbook*, Juta, 6th Ed at 31.3

[11] The right to always "*hear the other side*".

delivered by the plaintiff, it is not surprising that no such indication has been expressed. Therefore no "*pursuit of truth*" has been disclosed.

[21] The absence of these indications should also not come as a surprise as the RAF's deponent has disclosed that the only reason why the belated notice of intention to defend had been delivered, was to gain time to settle the matter (see the underlined portions of the answering affidavit quoted above). The notice was therefore not delivered as an assertion of the RAF's Section 34 substantive right to have a dispute adjudicated by a court.

[22] From a recent judgment[12], it appears that the RAF harbours the expectation that the delivery of a late notice of intention to defend would automatically lead to a postponement of the matter (thereby giving the RAF the time it seeks). This is apparently claimed without any reference to or reliance on the twenty day period which a defendant has to deliver its plea after it has delivered its notice of intention to defend, as contemplated in Rule 22(1).

[23] In the present matter nothing was said about the delivery of a plea and there was no substantive application to postpone the matter and neither had a request been made to the plaintiff (and the court) to have the matter stand down so that settlement negotiations can take place. Such requests are made on a daily basis in numerous instances relating to RAF litigation in this Division. Instead of requesting such time and opportunity, the RAF has simply, by reliance on Rule 19(5), attempted to engineer for itself such a postponement or the benefit of time by way of halting proceedings.

[24] In many similar instances the court (and practitioners appearing for plaintiffs) suspect that the engineering of a postponement or delay of an inevitable

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[12] *Khumalo v RAF* (13659/20222) [2023] ZAGPJHC 1418 (22 November 2023) per Kgomongwe AJ at par [19]

judgment against it, is the sole purpose of the late delivery of an intention to defend by the RAF. In the present instance, that suspicion has now directly and pertinently been raised in a substantive application by the plaintiff in this matter and the RAF has, despite having been granted an opportunity to do so, failed to dispel that suspicion.

[25] I therefore find that, on the RAF's own version, the impugned notice had been delivered with a motive ulterior to that of what the subrule was designed for, namely to actually defend a matter so that it can go on trial. The belated notice has definitely not been delivered to facilitate a hearing of any dispute and therefore its delivery constituted an abuse of process.

The court's discretion

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

[27] Furthermore, the extent of the delay and non-compliance with Rule 19(1) as well as the RAF's lack of explanation for what had happened in its offices for

the period mentioned in quoted paragraph 4.7 of its answering affidavit, give rise to the inference that, even in respect of a possible settlement of the matter, the RAF has displayed no interest in having the matter finalised until the proverbial wolf was at the door. This inference is fortified by the fact that the RAF has, apart from the service of the summons, ignored no less than eight instance where it has been prompted by the plaintiff to either attend to the matter or to settle it.

Conclusion

[28] In the light of the above, I find that the RAF's belated delivery of its notice of intention to defend, delivered only on 24 January 2024, constitutes an abuse of the process of this court and it is for that reason to be set aside. This opens the door to the consideration of the plaintiff's application for default judgment.

[29] Before considering that application, I deem it appropriate to sound a note of caution in respect of the RAF's increasing use of belatedly filed notices of intention to defend and it is this: having regard to the far-reaching consequences of striking out or setting aside a notice of intention to defend, courts should exercise extreme caution and only do so in the clearest of cases, preferably only where a plaintiff has, such as in this case, launched a substantive application for a declaration of such a step constituting an abuse of process. Any determination made by a court in this regard should not only be case-specific, but also only be done after the RAF has been given the opportunity to respond and to be heard.

Default judgment

[30] The specialist neurosurgeon has noted the history of the accident as follows in his report: "*Right at the outset the interviewer was informed that Miss Nathram could not recall the events of the accident aside from the fact that she was a passenger travelling in an open van with her family on the fateful day. She was informed by others that they were off to a picnic when her cousin lost control and*

the vehicle overturned on 25 December 2018 at 10h30. She did not know that her mum passed away as she was buried while Ms Nathram was in hospital ...". The merits have been conceded by the RAF by way of a written offer as long ago as 17 December 2019 but, as will be seen hereunder, the passing of the plaintiff's mother in the same accident, is relevant to the issue of the damages suffered by her.

[31] The plaintiff suffered multiple fractures as a result of the accident, which included a fracture of her left orbital wall, compression wedge fractures of her T12 and L1vertebrae, fractures of the T12 pedicle and articular pillars and fractures of the left L2, L3 and L4 transverse processes with associated mild disc laceration at L4/L5, but the injury with the most serious impact was a traumatic brain injury secondary to hemorrhagic contusions in the left parietal lobe, complicated initially by cerebral and subgaleal haematomae.

[32] These injuries left the plaintiff with serious post-traumatic organic neurocognitive deficits and neuropsychological disorders in addition to constant back and neck pain. She also suffered from persistent crania-cervical headaches, tinnitus and personality changes and fatigue.

[33] The plaintiff had, prior to the accident, not only received a salary from the family owned business, but received a share of the profits due to her running or partially running the business. For purposes of calculating the loss of earnings suffered as a result of the injuries which the plaintiff has suffered, a forensic accounting firm had been appointed. The involvement of the plaintiff and her mother in the business had been investigated are examined and summarised as follows: "*The claimant stated that, at the time of the accident, she was working for her mother in the business. The business is a steel company that sells metal used for gates, burglar bars and car ports. The business had been a family business for a number of years and on the father's passing, the business was*

transferred into her mother's name and was operated as a sole proprietorship. After the claimant's father's passing, her mother spent a lot of time in rehab centres and consultations with doctors, to deal with the trauma of the passing. The claimant therefore returned home to assist her mother in operating the business.The claimant explained that she was still learning all of the "roles" in the business from her mother at the time of the accident .... The claimant explained that her mother passed away in the accident and, as the business was in her mother's name, it "went into her estate". As a result, all accounts had a "stop" put on them and the business could not trade. The claimant and her brother, Mr Nathram had to subsequently register JSN, sell the assets from the business to JSN and then "start from scratch with the trading", thereby resulting in a new business venture continuing the family business".

[34] During the course of the forensic investigation the plaintiff explained that post-accident she could no longer stand for long periods of time, nor could she do as much as before the accident. She elaborated that, pre-accident she "did the financials" and would only appoint someone to do the year-end statements. She had also been responsible for invoicing and ordering of steel, preparing quotations and performing sales functions. All this changed post-accident and due to her cognitive impairments, her role in the business had changed to one of merely answering the phone, taking orders and processing customer invoices. An accountant had been hired by the business to do the work the plaintiff had previously performed.

[35] For purposes of determining the financial consequences of all these changes, the forensic auditors had to perform extensive analyses of the financial statements of the business and its successor JSN, including an examination of the costs of sales, gross and net profit calculations and prospects.

[36] The actuary appointed by the plaintiff had regard to the report and conclusions of the forensic auditor and had, based on those findings, postulated a total of uninjured past and future earnings of R7 473 7000,00. Injured past loss of earnings was calculated at R458 300 and future earnings estimated at a present value of R 3 973 700.00. Applying a 30% contingency for future injured earnings, the actuary then calculated a total loss of R5 194 610.00. In both sets of calculations, that is past and future, the actuary had made provision for any implications of the prescribed "cap",[13] as well as the combination of salary and profit-sharing.

[37] It is on the aspect of applying no contingencies in respect of the uninjured income that I differ from the actuary's postulation. The plaintiff was 31 years old at the date of calculation. There is therefore still a substantial portion of her earning career ahead of her. In addition, the industrial psychologist has postulated that the plaintiff would receive 100% of the business profits from end of the financial year 2020 into the future, while the forensic auditor has, upon its assessment of the business and the running thereof, allowed for only 50% profit-sharing, probably because of the plaintiff's brother's now full-time involvement in the running of the business. The actuary followed the postulation of the industrial psychologist without providing a reason for this election. In accounting for those differences, at least some contingency provision should then be made in the postulations. In my view, to not provide for any contingency deduction on the uninjured future income, would not take any if the established principles regarding the assessment of the uncertainty of future events into account.[14]

[38] If one were to apply the customary ½% p. a[15] up to a retirement age of 65, then at least 17% should have been the applicable provision for uncertainties.

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[13] Imposed in terms of the Road Accident Fund Amendment Act 19 of 2005.
[14] See *inter alia AA Mutual v Van Jaarsveld* 1974(4) SA 360(A) and *M S v RAF* [2019]3 All SA 626 (GJ).
[15] H B Klopper, *RAF Practitioner's Guide,* LexisNexis

Having regard to the report of the forensic auditor and the sole proprietorship of the business, the actuary has assumed a retirement (and profit-sharing) age of 70. This would have increased the applicable contingency percentage. If one were to then add an additional percentage to account for the difference of future profit sharing contingencies, I am of the view that a 20% contingency percentage would be appropriate. I am well aware of the fact that this is a higher than the general percentage utilized in claims against the RAF, but am of the view that in the circumstances as set out above, anything less would not adequately reflect the possible future vagaries of this case. The actuary has indicated that adjustments under 75% differentials would not in this case affect the application of the cap. I am mindful that the differential proposed is then only 10%, but this is after the lower future postulated income had already been calculated.

[39] Applying the above, the calculations would look like this:

	Uninjured earnings	Injured earnings	Loss
Past	R960 800	R458 300	
Contingencies	0%	0%	
	R 960 800	R 458 300	R502 500
Future	R 7 473 700	R 3 973 700	
Contingencies	20%	30%	
	R 5 978 960	R2 781 590	R3 197 370

[40] The claim for past medical expenses of R 183 356.18 must be added to the above as well as an order for the furnishing of an undertaking for future medical expenses. In conclusion, I add that the evidence presented on behalf of the

plaintiff had been allowed by way of affidavit evidence as provided for in Rule 38(2).

[40] In the premises, the following order is made:

1. The defendant's notice of intention to defend delivered in terms of Rule 19(5) on 24 January 2024, is set aside.

2. The defendant is ordered to pay the plaintiff the sum of R 3 699 870.00 (Three million six hundred and ninety nine thousand eight hundred and seventy Rands) in respect of the plaintiff's loss of earnings and the amount of R 183 356.18 (One hundred and eighty three thousand three hundred and fifty six Rands and eighteen cents) in respect of past medical expenses.

3. The issue of general damages is postponed sine die.

4. In order for the time period referred to in paragraph 6 hereunder to commence, this order is to be served on the Defendant together with particulars of the Plaintiff's attorneys' trust banking details.

5. The defendant is ordered to pay the plaintiff's taxed or agreed party and party costs on the High Court scale, which payment shall be effected no later than 14 days following when agreement relating to the aforementioned costs is reached between the parties or the stamped allocator (following taxation) is served on the defendant, whichever comes earlier.

6. Interest shall accrue on the capital after the expiration of 180 days from the time the order is provided to the defendant as contemplated in paragraph 4 above.

7. The defendant is ordered to furnish the plaintiff with a certificate as envisaged in section 17 (4) of the Road Accident Fund Act 56 of 1996 for 100% of the expenses to be incurred as a result of the injuries sustained by the plaintiff in the motor vehicle accident which had occurred on 25 December 2018.

[redacted]

N DAVIS
Judge of the High Court
Gauteng Division, Pretoria

Date of Hearing: 25 January and 5 February 2024

Judgment delivered: 26 April 2024

APPEARANCES:

For the Plaintiff:	Advocate B Brammer
Attorney for the Plaintiff:	LHL Attorneys Inc., Johannesburg
For the Defendant:	Ms T K Gaokgwathe
Attorney for the Defendant:	The State attorney, Pretoria