

SOUTH AFRICA / JUDGMENT

Mlamli v Johnstone NO and Another (955/2024) [2024] ZAECKMKHC 40; 2024 (4) SA 611 (ECMk) (9 April 2024) [2024] ZAECKMKHC 40

COURT

Eastern Cape High Court, Makhanda

BEFORE

Notyesi

CASE / FILE NUMBER

955/2024

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FLYNOTES:

RAF – Claim process – New
RAF 1 Form and Board Notice – Fund
refusing to accept delivery of lodgement documents – Fund
contending that documents not meeting substantial compliance
requirements – Urgent application due to risk of
prescription – Board Notice of 2022 and new RAF 1 form set
aside previously by full bench – Fund has obligation to
acknowledge in writing the receipt of delivered lodgement
documents – Fund has no authority for refusing to accept the
documents – Fund acted unlawfully in its refusal –
Ordered to accept delivery of applicant's documents
embodying his claim – Road
Accident Fund Act 56 of 1996, s
24(1)(b).
IN
THE HIGH COURT OF SOUTH AFRICA
(EASTERN
CAPE DIVISION, MAKHANDA)
Reportable
Case
no: 955/2024
In

the matter between: NDLUMBINI
 MLAMLI
 APPLICANT
 and
 LANCE
 JOHNSTONE, REGIONAL MANAGER,
 ROAD
 ACCIDENT
 FUND
 FIRST RESPONDENT
 ROAD
 ACCIDENT FUND
 SECOND RESPONDENT
Date
heard: 12 March 2024
Date
delivered: 09 April 2024

JUDGMENT

Notyesi AJ

Introduction

[1] The applicant, alleging that he was injured in a motor vehicle accident on 1 August 2022, and relying upon the provisions of Rule 6(12)(a) and (b)[1], approached this Court seeking reliefs against the Road Accident Fund, in the following terms:

‘(a) Dispensing with the provisions of the rules relating to time, forms and manner of service referred to in the Uniform Rules and dealing with the matter as one of urgency in terms of Rule 6(12).

(b) The decision and conduct of the Respondents in refusing to accept delivery of lodgement documents under the purported reason of non-compliance with Board Notice 271 of 2022, Government Gazette No. 46322, dated 6th May 2022 or any other basis not contemplated under the Road Accident Fund Act 56 of 1996, be and is hereby declared unlawful.

(c) The Respondents are to accept delivery by hand/email/registered post, within 5 (five) days of the granting of this order, the Applicant’s documents embodying his claim for compensation under the Road Accident Fund Act 56 of 1996 (the RAF Act).

(d) The Respondents are to cease with immediate effect the conduct of refusing to receive lodgement documents for purposes of claiming with the RAF under the auspices of non-compliance with Board Notice 271 of 2022, Government Gazette No 46322, dated 6th May 2022, “The Terms and Conditions Upon Which Claims For Compensation Shall Be Administered” or the RAF Act.

- (e) The Respondents are to accept, administer and register new claims lodged or to be lodged in its offices without refusing to accept the lodgement documents under the auspices of a purported attempt of enforcement and application of the terms and conditions referred to in Paragraph (d) above.
 - (f) The Respondents are entitled in terms of the act to assess the validity of the claims and compliance with the legislation after it has received and registered the lodged claim.
 - (g) The Respondents communicate this Order to the Managers in Regional Offices within 5 (five) days of the Order including informing all other interested parties.
 - (h) The Respondent pay costs of this application.'
- [2] The Road Accident Fund is a statutory body established in terms of the Road Accident Fund Act[2] and is obliged[3], 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.
- [3] The powers and functions of the Road Accident Fund 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 the Act, or claims arising from loss or damages 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 driver thereof, has been established.
- [4] The applicant contended before this Court that he had delivered lodgement documents in respect of the accident that he was involved in, through his attorney, to the Road Accident Fund. The Road Accident Fund refused to accept the delivered lodgement documents. It was submitted, on behalf of the applicant, that the refusal to accept the lodgement documents was unlawful and that the Road Accident Fund was not legally authorised to refuse the delivery of lodgement documents.
- [5] On the other hand, the acting Regional Manager of the Road Accident Fund, Mr Lance Johnstone, contended that first, the application was not urgent and second, that the conduct of the Road Accident Fund was not unlawful. In advancing his contention, Mr Lance Johnstone submitted that the Road Accident Fund had issued a board notice (BN) 271 of 2022 and that the board notice set out a list of documents which must be included and form part of the claim supporting documents when lodging a claim with the Fund.
- [6] Subsequent to the hearing the application, this Court granted the relief in terms of the notice of motion without providing reasons, although indicating to the parties that they may seek reasons for the order. On 13 March 2024, the respondents filed a notice requesting reasons for the order. These are the reasons for the order.

The parties

[7] The applicant shall simply be referred to as “the applicant”.

[8] The first respondent shall be referred to as “Mr Johnstone”.

[9] The second respondent shall be referred to as “the Fund”.

The

issues

[10] The central issues were whether or not-

- (a) the application was urgent;
- (b) the Fund was empowered to refuse to accept or receive delivery of lodgement documents; and
- (c) costs.

Background

[11] On 1 August 2022, the applicant was involved in a motor vehicle accident as a pedestrian. The accident occurred near Cape and Mission Roads, Gqeberha. The applicant appointed S Booï & Sons Attorneys to be his legal representatives. In this regard, he signed the special power of attorney in favour of the appointed attorneys.

[12] The attorneys commenced with the investigations of the applicant’s claim. They obtained all the necessary information that is required for lodgement of the applicant’s claim. Nontyatyambo Sontshantsha (Ms Sontshantsha) was assigned with the handling of the file. Ms Sontshantsha has deposed to the founding affidavit. She had alleged that once she obtained all the relevant information and prepared all the documents, she went to deliver the applicant’s claim at the East London branch of the Fund.

[13] According to Ms Sontshantsha, the date of the delivery of the claim is the essential first step for the enforcement of any rights for the applicant in terms of the Act. The delivery of lodgement documents is crucial because it determines whether or not the claim, in the first instance, has been submitted timeously. In the founding affidavit, Ms Sontshantsha has attached the RAF 1 claim form and lodgement letter, which she had delivered in the East London branch of the Fund.

[14] The attempt to deliver the lodgement documents was on 10 January 2024. On 14 February 2024, the Fund refused to accept the delivery of the lodgement documents. The reasons for rejecting to accept the delivered lodgement documents was that there were certain outstanding information and documents. In this regard, the Fund responded with a letter dated 14 February

2024. According to the letter, the Fund objected to the validity of the claim in terms of section 24(5) of the Act for the reasons that the documents submitted did not meet the requirements for substantial compliance and validity of the claim.
- [15] Subsequent to the receipt of the letter of 14 February 2024 from the Fund, the applicant's attorney amended the bundle of documents and delivered the amended lodgement documents on 28 February 2024. She left the documents at the East London branch of the Fund in order for the Fund to acknowledge receipt. She was to return on a later date to uplift the acknowledged receipt of the amended lodgement documents.
- [16] On 5 March 2024, she returned to the offices of the Fund in East London in order to collect the documents. On this day, the Fund refused to accept delivery of the lodgement documents. There were no reasons given to Ms Sontshantsha for the refusal to accept the lodgement documents. The Fund did not provide any correspondence in which its decision was communicated in respect of the second refusal to accept the lodgement documents. In view of the absence of the reasons for the refusal to accept the lodgement documents and on consideration of pending prescription of the claim, Ms Sontshantsha obtained instructions to launch the urgent application in order to compel the acceptance of the lodgement documents by the Fund.
- [17] The applicant had submitted that the application is urgent for the reason that the claim is vulnerable to the risk of prescription. The applicant further complains that the conduct of the Fund amounts to infringement of his rights to lodge a claim against the Fund. The applicant alleges that he had no effective recourse to ensure that his claim is registered and administered by the Fund. He contended that he cannot wait for redress in due course for the reason that the claim will prescribe before such hearing in due course.
- [18] In opposing the application, the respondents had filed the answering affidavit of Mr Lance Johnstone. The affidavit is titled "founding affidavit". I do accept that it is an answering affidavit. In the affidavit, Mr Johnstone disputes that the matter is urgent. He contended that the urgency suggested by the applicant is self-created. Mr Johnstone contended that the power of attorney was signed by the applicant in August 2022. According to him, the attorneys should have acted on the instructions timeously. He alleged that the attorneys had delayed for a period of more than a year before they lodged the claim.
- [19] Mr Johnstone had also contended, in the answering affidavit, that the applicant has an opportunity in terms of the board notice 2022 or the new RAF 1 form, to deliver a further lodgement document within a period of 3 months.
- [20] Mr Johnstone further alleged that the Fund has no money to pay all claimants and therefore, it had to implement certain mechanisms so that it can be able to best meet its social and legislative purposes. He also alleged that the Fund has limited resources and large liabilities and for that reason, the Fund must balance the rights and interests of all parties. He contends, in this regard, that such a balancing act is a delicate process.

- [21] Mr Johnstone alleged that in order to achieve the required results, the Fund requires more information to conduct its own assiduousness at the inception of a claim that is lodged. It was on the basis of that obligation on the part of the Fund that board notice 2022 and the new RAF1 form were introduced. These are all measures which are aimed at assisting the board to accomplish its own conscientiousness.
- [22] Mr Johnstone disavowed the suggestion by the applicant and other Road Accident Fund claimants that the Fund is hellbent in creating hurdles which are intended to eliminate claimants' claims. According to him, the sole intention of the Fund is to administer its finances so that it could serve as a social security to thousands of claimants for as long as it is possible.
- [23] Mr Johnstone contended that the Fund had rejected the applicant's lodgement documents based on the compliance with board notice 2022 and the new RAF 1 form. According to him, the applicant has been advised of the information that is required by the Fund. He suggested that the applicant is aware of the outstanding information that is required in order to submit a compliant lodgement document. He also contended that the applicant has failed to provide a reasonable explanation on why he cannot comply with the board notice 2022 and the new RAF 1 form.

Urgency

- [24] I briefly address the issue of urgency. Mr Zilwa, Counsel for the applicant, submitted that the application is urgent. I agree. The accident was on 1 August 2022. The attorneys for the applicant had to investigate the claim and collect the required information in order to complete the RAF 1 form. The claim cannot be registered and administered without the submission of the lodgement documents. In this case, the applicant submitted lodgement documents twice. The first lodgement was on 10 January 2024 and the second lodgement was on 28 February 2024. The Fund had given reasons on the first rejection of the lodgement documents in the letter of 14 February 2024. In response, the applicant amended the initial documents to comply with the Fund's objections. Regarding the second lodgement, there was no explanation on why the lodgement was not accepted and receipt acknowledged. The RAF claims are subject to strict statutory periods of prescription. The applicant launched the urgent application because the claim was prescribing. I accept that such a risk of prescription was enough to support the urgency of the application.
- [25] In *East Rock Trading 7 (Pty) Ltd and Another v Eagle Valley Granite (Pty) Limited and Others*[4] it was held –
- [6] 'The import thereof is that the procedure set out in Rule 6(12) is not there for the taking. An applicant has to set forth explicitly the circumstances which he avers render the matter urgent. More importantly, the applicant must state the reasons why he claims that he cannot be afforded substantial readdress at a hearing in due course. The question of whether a matter is sufficiently urgent to be enrolled and heard as an urgent application is underpinned by the issue of absence of substantial readdress in the application in due

course. The rules allow the court to come to the assistance of a litigant because of the latter, were to wait for the normal course laid down by the rules, it will not obtain substantial redress.

- [7] It is important to note that the rules require absence of substantial redress. This is not equivalent to irreparable harm that is required before the granting of an interim relief. It is something less. He may still obtain redress in an application in due course, but it may not be substantial. Whether an applicant will not be able to obtain substantial redress in an application in due course will be determined by the facts of each case. An applicant must make out his case in this regard.'
- [26] I have no doubt in my mind that the applicant had no form of substantial redress in due course. Once the claim is prescribed, the applicant will suffer perpetual prejudice. I was also aware that there might be many other similar cases where the Fund is refusing to accept lodgement documents in circumstances where prescription is imminently threatening. I have also considered that the courts have made several pronouncements regarding the new RAF 1 form and various board notices, where the conduct was found to be unlawful. In my view, the Fund is a national statutory body. In such circumstances, it is not necessary that each branch of the Fund would adopt its own procedure when there are court decisions that deal with such circumstances. Accordingly, I concluded that the matter was urgent to avoid the prescription of the applicant's claim.

Whether the Fund was empowered to refuse to accept or receive delivery of lodgement documents

- [27] Section 4(1)(b) empowers the Fund to investigate and settle, subject to the Act, 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 or the driver thereof, has been established. Section 4(1)(a) provides that the powers and functions of the Fund include the stipulation of the terms and conditions upon which claims for compensation contemplated in section 3 shall be administered.
- [28] Section 24 deals with the requirements relating to the submission of a claim. Section 24 provides –
- ‘(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;
 - (b) be sent by registered post or delivered by hand to the Fund at its principal, branch or regional office, and the Fund or such agent shall at the time of delivery by hand acknowledge receipt thereof and the date of such receipt in writing;
- (2)

- (a) The medical report shall be completed on the prescribed form by the medical practitioner who treated the deceased or injured person for the bodily injuries sustained in the accident from which the claim arises, or by the superintendent (or his or her representative) of the hospital where the deceased or injured person was treated for such bodily injuries: Provided that, if the medical practitioner or superintendent (or his or her representative) concerned fails to complete the medical report on request within a reasonable time and it appears that as a result of the passage of time the claim concerned may become prescribed, the medical report may be completed by another medical practitioner who has fully satisfied himself or herself regarding the cause of the death or the nature and treatment of the bodily injuries in respect of which the claim is made.
- (b) Where a person is killed outright in a motor vehicle accident the completion of the medical report shall not be a requirement, but in such a case the form referred to in subsection (1)(a) shall be accompanied by documentary proof, such as a copy of the relevant inquest record or, in the case of prosecution of the person who allegedly caused the deceased's death, a copy of the relevant charge sheet from which it can clearly be determined that such person's death resulted from the accident to which the claim relates.
- (3) A claim by a supplier for the payment of expenses in terms of section 17(5) shall be in the prescribed form, and the provisions of this section shall apply mutatis mutandis in respect of the completion of such form.
- (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.'

[29] In *Mautla and Others v the Road Accident Fund*[5] it was held –

‘The date of delivery of the claim is the essential first step for the enforcement of any rights in terms of the Act. This first step is crucial for claimants because it determines whether or not their claim in the first instance has been submitted timeously. There is no provision in the Act which permits the RAF to refuse to accept the delivery of a claim or to refuse to acknowledge receipt of that claim. Had the legislature contemplated such a situation, it would have provided for it specifically.’

[30] Two judgments by the Full Court of Gauteng Division, Pretoria, were delivered on 20 March 2024 and 26 March 2024 respectively. These

judgments are Legal Practitioners Indemnity Insurance Fund NPC & Others v The Road Accident Fund and Others[6] and Mudawo and Others v Minister of Transport and Another[7]. The judgments were delivered shortly after I had issued the order on 12 March 2024. I have considered the two judgments in preparation of these reasons, for the reason that they have bearing. The Mautla

judgment

had also dealt with the board notice and the submission of lodgement documents.

[31] In Pithey v Road Accident Fund[8] it was held –

‘[18] I pause to say something about the primary purpose and objectives of the Act. It has long been recognised in judgments of this and other courts that the Act and its predecessors represent “social legislation aimed at the widest possible protection and compensation against lost and damages for the negligent driving of a motor vehicle”. Accordingly, in interpreting the provisions of the Act, courts are enjoined to bear this factor uppermost in their minds and to give effect to the laudable objectives of the Act. But, as the full court correctly pointed out, the Fund, which relies entirely on the fiscus for its funding, should be protected against illegitimate and fraudulent claims.

[19] It has been held in a long line of cases that the requirement relating to the submission of the claim form is peremptory and that the prescribed requirements concerning the completeness of the form are directory, meaning that substantial compliance with such requirements suffices. As to the latter requirement this court in SA Eagle Insurance Co Ltd v Pretorius reiterated that the test for substantial compliance is an objective one.’

[32] I now turn to consider the submissions of the parties.

Evaluation and analysis

[33] The applicant had twice hand delivered the lodgement documents. On the first occasion, the Fund responded and requested further information. The applicant furnished the required further information on 28 February 2024. In respect of the latter delivery of lodgement documents, there was no response from the Fund. Mr Zilwa, counsel for the applicant, had correctly submitted that in terms of section 24(1)(b), the Fund has an obligation to

acknowledge, in writing, the receipt of the delivered lodgement documents. In this case, there was simply no response from the Fund. The counsel for the Fund, correctly conceded that the Fund had an obligation to acknowledge receipt of the lodgement documents delivered on 28 February 2024. In my view, the failure to acknowledge receipt of the documents was the breach of section 24(1)(b).

- [34] Mr Zilwa had contended that the Fund has no legislative authority to refuse to accept delivery or to acknowledge receipt of a claim. I agree with this submission. First, the date of delivery of the claim is the essential first step for the enforcement of any rights of the claimant in terms of the Act. Second, the lodgement is crucial for the claimant because it determines whether or not the claim in the first instance has been submitted timeously. To refuse receipt of the claim, even if, it would be rejected in terms of the Act, prejudices the claimant as he would be exposed to the risk of prescription for the claim. In my view, the Fund has no authority for refusing to accept the lodgement of documents.
- [35] The applicant has attached the RAF 1 form that was submitted to the East London branch of the Fund. The form is substantially compliant and would enable the Fund to investigate the claim. In *Pithey v Road Accident Fund*[9] it was said –
- [19] ‘It has been held in a long line of cases that the requirement relating to the submission of the claim form is peremptory and that the prescribed requirements concerning the completeness of the form are directory, meaning that substantial compliance with such requirements suffices. As to the latter requirement this court in *SA Eagle Insurance Co Ltd v Pretorius* reiterated that the test for substantial compliance is an objective one.’
- [36] To summarise on this point, the contention of the Fund cannot be upheld in the circumstances of the present case, for to do so, would be to:
- (a) elevate form above substance; (b) be rigidly technical against a just result; and
 - (c) to subvert the objects of the Act.
- [37] I have read the judgment in *Legal Practitioners Indemnity Insurance Fund NPC and Others v Road Accident Fund and Others*[10]. In this matter, the court has set aside the new RAF 1 form and the board notice 2022. The court had determined that on a balance, the Fund should revert to the RAF 1 claim form that came into operation on 1 August 2008 and form part of the Regulations published by the Minister 2008 (“the 2008 RAF 1 Form”). The court had found that the RAF 1 form 2008 was a simpler form; it included the principle of substantial compliance, and it worked without difficulties for many years. I agree with these observations of the court.

- [38] In *Road Accident Fund v Busuku*[11] it was held that, the “... primary concern of the Act is to give the “greatest possible protection to persons who have suffered loss through negligence or through unlawful acts on the part of the driver of a motor vehicle. For this reason, the provisions of the Act must be interpreted as extensively as possible in favour of third parties to afford them the widest possible protection”.
- [39] To conclude, the Fund acted unlawfully when it refused to accept the lodgement documents delivered by the applicant’s attorney in the East London branch and accordingly, the applicant is entitled to the declaratory that is sought. In my view, the applicant, no doubt, satisfied the requirements for the grant of a declaratory. First, the applicant was involved in a motor vehicle accident, and he had sought to lodge a claim against the Fund. Second; the Fund refused to accept the delivery of the lodgement documents, and such refusal remained continuous until the launch of these proceedings. Third; the applicant was not given an acknowledgement of the lodged documents and instead, the documents were simply returned with no acknowledgement nor date stamp for the receipt.
- [40] In the founding affidavit, the applicant has indicated that there are various persons whose lodgement documents were simply refused without being acknowledged. The applicant gave substantial names of such claimants, and it was on that basis that the order was issued in broad terms to include all persons who have submitted claims in circumstances where the Fund had refused to receive those lodgement documents.
- [41] Whilst it was necessary to prepare these reasons, in my view, the Fund, as a national institution, is bound by the decision of the Full Bench in the matter of *Legal Practitioners Indemnity Insurance Fund NPC and Others v The Road Accident Fund and Others*[12]. The effect of this judgment is that the board notice 271 of 2022 published in the Government Gazette No 46322 of 6 May 2022 (“the Board Notice”), was declared unlawful and set aside. Secondly, the form RAF 1, prescribed by the Minister of Transport (“the Minister”) in terms of s 26 of the Road Accident Fund Act 56 of 1996 (“the RAF Act”), and published in Board Notice 302 of 2022 in Government Gazette no 46653 of 4 July 2022 (“the RAF 1 Form”) was declared unlawful and set aside.
- [42] The court also decided that from 6 May 2022, the prescribed form contemplated in s24(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.
- [43] In all the circumstances set out above, the Fund was obliged to receive the lodgement documents and it did not do so.

Costs

[44] The general rule is that, a successful party is entitled to costs. I found no reasons to depart from the general rule that costs should follow the event. I, accordingly, granted the costs in favour of the successful applicant.

Conclusion

[45] For the reasons set out above, the application was successful and I, accordingly, granted the order sought by the applicant.

Order

[46] On the basis of the above reasons, I granted the following order –

- (1) Dispensing with the provisions of the rules relating to time, forms and manner of service referred to in the Uniform Rules and dealing with the matter as one of urgency in terms of Rule 6(12).
- (2) The decision and conduct of the Respondents in refusing to accept delivery of lodgement documents under the purported reason of non-compliance with Board Notice 271 of 2022, Government Gazette No. 46322, dated 6th May 2022 or any other basis not contemplated under the Road Accident Fund Act 56 of 1996, be and is hereby declared unlawful.
- (3) The Respondents are to accept delivery by hand/email/registered post, within 5 (five) days of the granting of this order, the Applicant's documents embodying his claim for compensation under the Road Accident Fund Act 56 of 1996 (the RAF Act).
- (4) The Respondents are to cease with immediate effect the conduct of refusing to receive lodgement documents for purposes of claiming with the RAF under the auspices of non-compliance with Board Notice 271 of 2022, Government Gazette No 46322, dated 6th May 2022, "The Terms and Conditions Upon Which Claims For Compensation Shall Be Administered" or the RAF Act.
- (5) The Respondents are to accept, administer and register new claims lodged or to be lodged in its offices without refusing to accept the lodgement documents under the auspices of a purported attempt of enforcement and application of the terms and conditions referred to in Paragraph (4) above.
- (6) The Respondents are entitled in terms of the act to assess the validity of the claims and compliance with the legislation after it has received and registered the lodged claim.
- (7) The Respondents communicate this Order to the Managers in Regional Offices within 5 (five) days of the Order including informing all other interested parties.
- (8) The Respondent pay costs of this application.

M NOTYESI

ACTING JUDGE OF THE HIGH COURT, EASTERN CAPE DIVISION

Counsel for the Applicant : Adv N Zilwa

Attorneys for the Applicant : S Booï & Sons

East London

Attorneys for the Respondents : Ms V Futshane

State Attorney

Gqeberha

[1] Uniform Rule 6(12) reads: (a) In urgent applications the court or a judge may dispense with the forms and service provided for in these rules and may dispose of such matter at such time and place and in such manner and in accordance with such procedure (which shall as far as practicable be in terms of these rules) as to it seems meet. (b) In every affidavit or petition filed in support of any application under paragraph (a) of this subrule, the applicant shall set forth explicitly the circumstances which he avers render the matter urgent and the

reasons why he claims that he could not be afforded substantial redress at a hearing in due course.

[2] Road Accident Fund Act, 1996 [56 of 1996] – G17532 as amended

[3] Section 17(1) of the Road Accident Fund Act provides : ‘The Fund or an agent shall – (a) subject to this Act, in the case of a claim for compensation under this section arising from the driving of a motor vehicle where the identity of the owner or the driver thereof has been established; (b) subject to any regulation made under section 26, in the case of a claim for compensation under this section arising from the driving of a motor vehicle where the identity of neither the owner nor the driver thereof has been established, 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.’

[4] East Rock Trading 7 (Pty) Ltd and Another v Eagle Valley Granite (Pty) Limited and Others [2011] ZAGP JHC 196 at para 6 - 7

[5] Mautla and Others v the Road Accident Fund (29459/2021)

[2023] ZAGPPHC 1843 at para 64

[6] The Legal Practitioners Indemnity Insurance Fund NPC and Others v The Road Accident Fund and Others, Gauteng Division, Pretoria, Case No: 046038/2022

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- [7] Mudawo and Others v Minister of Transport and Another, Gauteng Division, Pretoria, Case No: 011795/2022
- [8] Pithey v Road Accident Fund (319/13)
- [2014] ZASCA 55 (16 April 2014), 2014 (4) SA 112 SCA
- [9] Pithey v Road Accident Fund, *supra* at para [19]
- [10] Legal Practitioners Indemnity Insurance Fund NPC and Others v Road Accident Fund and Others *supra*
- [11] Road Accident Fund v Busuku, 2023 (4) SA 507 (SCA) at par [6]
- [12] Legal Practitioners Insurance Indemnity Fund NPC and Others v Road Accident Fund and Others, *supra*
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Prepared on 10 October 2026 · Esheria