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

CASE NO: 79638/2018

**REPORTABLE: NO
OF INTEREST TO OTHER JUDGES: NO
REVISED.**

27 October 2022

In the matter between:

ROETS, CHANDA NEBRASHKA

Plaintiff

and

ROAD ACCIDENT FUND

Defendant

DATE OF JUDGMENT: This judgment was handed down electronically by circulation to the parties' representatives by email. The date and time of hand-down is deemed to be 10h00 on **27 October 2022**.

JUDGMENT

KHASHANE MANAMELA, AJ

Introduction

[1] The plaintiff in this matter was injured in the morning of 30 December 2017 in or around De Deur, Vereeniging, whilst being ferried as a passenger in one of the two motor vehicles involved in the accident. She was 21 years old at the time of the accident. She sustained injuries including the following: head injury; lacerations to the forehead and knee; fractured left humerus, and multiple soft tissue injuries. She attributed the cause of the accident to the negligent driving of either of the two motor vehicles involved in the accident. She suffered damages as a result of the injuries from the accident and/or their *sequelae*.

[2] On 31 October 2018, she caused summons to be issued against the Road Accident Fund, the defendant, in terms of the provisions of the Road Accident Fund Act 56 of 1996 ("the Act") for compensation for her damages. The defendant disputed the plaintiff's claim and filed a plea towards that end. But on 22 September 2021, the defence was struck out in terms of the order of this Court *per* Botha AJ. Thenceforth, the matter proceeded towards the granting of default judgment in favour of the plaintiff.

[3] The matter came before me for hearing through video-link on 03 October 2022. Ms M Rodrigues appeared on behalf of the plaintiff. Her oral submissions were only limited to the issue of the plaintiff's loss with regard to past medical and hospital expenses. The other heads of the plaintiff's claim have been finalised in terms of an agreement between the parties which was made an order of this Court on 09 May 2022 *per* Potterril J. The issue of liability was also settled in favour of the plaintiff with the defendant liable for 100 % of the plaintiff's agreed or proven damages. The issues relating to past medical and hospital expenses were separated from the others and postponed *sine die*.

Evidence and submissions in respect of past hospital and medical expenses

[4] In order to establish her outstanding head of claim relating to past hospital and medical expenses, the plaintiff had filed a schedule reflecting the hospital and medical expenses incurred by her and/or on her behalf in the amount of R157 097.91. Further, the plaintiff had deposed to and filed an affidavit on 16 April 2022 confirming that those expenses were incurred by her and/or on her behalf in respect of the injuries sustained from the accident mentioned above and *sequelae* thereof.

[5] I indicated to counsel during the above-mentioned hearing that I will communicate requirements with regard to further evidence deemed necessary to establish the plaintiff's claim for past hospital and medical expenses. On 13 October 2022, I communicated through my registrar, the following requirements:

[5.1] that, the person who compiled the schedule filed, furnish an affidavit regarding the computation of the various items, including the following:

[5.1.1] the source or origin of the figures or items in the schedule including whether they are from the plaintiff or directly from the medical aid;

[5.1.2] the form in which the figures or items were provided, including whether this was in terms of individual vouchers furnished, spreadsheet already prepared or both, and

[5.1.3] the process followed to ensure that only items or figures relating to the accident are included in the schedule.

[5.2] that, in the event that the person referred to in 5.1 is not from the plaintiff's medical aid, confirmation of the material issues above especially what is stated in 5.1.3 be filed.

[6] It was explained as part of the further requirements by the Court to the plaintiff that the objective of the further requirements was to procure evidence by the medical aid explaining how the various items or figures were created, captured and furnished

to whoever compiled the schedule, if this was not done by the medical aid, and evidence by the person who ultimately compiled the schedule attached to the papers filed with the Court.

[7] On 25 October 2022 the plaintiff filed two affidavits, one by Ms Prishani Singh from the plaintiff's attorneys of record and another by Ms Maria Stevenson from Discovery Ltd. In her affidavit Ms Stevenson confirmed that she reviewed the schedule provided to the Court and the vouchers in support thereof. She confirmed that the various figures or transactions in the amount of R154 881.91 constitute monies paid by her organisation on behalf of the plaintiff with regard to the material accident in this matter. She explained that the so-called "ICD 10 codes" are used which ensures that only figures or expenses relating to the material accident for the person involved are computed or recorded in respect of that material person, in this instance the plaintiff. Ms Singh explained the role played by her law firm as simply receiving the schedule and vouchers from Ms Stevenson's organisation for purpose of the claim and ensuring that there is no duplication, but correlation. The balance of the total claim amount is explained elsewhere as coming directly from the plaintiff.

Conclusion

[8] I am satisfied that for purposes of the default judgment sought that, the plaintiff has established her claim against the defendant for past hospital and medical expenses in the amount of R 157 097. 91. The defendant will be held liable for this amount together with costs of the proceedings, as detailed in the order appearing below.

[9] The orders reflected below essentially accords with the terms of the order contained in the draft order submitted by counsel in this matter.

Order

[10] In the premises, I make the order, that:

a) the defendant shall pay to the plaintiff the amount of R157 097.91 (one hundred

and fifty-seven thousand ninety-seven rand and ninety-one cents) in respect of past hospital and medical expenses;

b) the amount in a) hereof will bear interest *a temporae morae* calculated in accordance with the Prescribed Rate of Interest Act 55 of 1975, read with section 17(3)(a) of the Road Accident Fund Act 56 of 1996;

c) 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	[....]
Bank & Branch	Nedbank – Northern Gauteng
Code	[....]
Ref	R538

- d) the defendant is to pay the plaintiff's agreed or taxed High Court costs as between party and party, such costs to include but not limited to the costs of counsel;
- e) the plaintiff shall, in the event that the costs are not agreed serve the notice of taxation on the defendants attorney of record; and
- f) the plaintiff shall allow the defendant 180 (one hundred and eighty) court days to make payment of the taxed costs.
- g) the plaintiff has not signed a Contingency Fee Act Agreement.

Khashane La M. Manamela
Acting Judge of the High Court

Date of Hearing : 03 October 2022
Date of Judgment : 27 October 2022

Appearances:

For the Plaintiff : Ms M Rodrigues
Instructed by : De Broglio Inc. Attorneys, Pretoria

For the Defendant : No appearance