SAMPLE — FICTIONAL PARTIES — NOT FOR COURT FILING

IN THE HIGH COURT OF SOUTH AFRICA

(WESTERN CAPE DIVISION, CAPE TOWN)

CASE NO: _____/2026

In the matter between:

SAMPLE APPLICANT

(Plaintiff)

(Identity Number: 8903145XXXXXX)

and

SAMPLE RESPONDENT

(Defendant)

(Identity Number: 8611225XXXXXX)

COMBINED SUMMONS

To the Sheriff or his or her Deputy:

INFORM SAMPLE RESPONDENT, an adult male, by occupation an independent contractor in the logistics sector, of [last known address], Khayelitsha, Western Cape (hereinafter called the Defendant), that SAMPLE APPLICANT, an adult female, by occupation a registered nurse, of [address for service], Bellville, Western Cape (hereinafter called the Plaintiff), hereby institutes action against the Defendant in which action the Plaintiff claims the relief and on the grounds set out in the particulars of claim annexed hereto.

INFORM the Defendant further that if the Defendant disputes the claim and wishes to defend the action, the Defendant shall:

1. within 10 days after service of this summons, deliver notice of intention to defend, as Uniform Rule 19(1) provides, and in that notice give an address within 25 kilometres of the office of the Registrar, as Uniform Rule 19(3) provides;

2. thereafter, within 20 days after delivering that notice, deliver a plea, an exception or an application to strike out, as Uniform Rule 17(1)(b) provides.

INFORM the Defendant further that if the Defendant fails to deliver notice as aforesaid, judgment as claimed may be given against the Defendant without further notice to the Defendant, and that if, having delivered such notice, the Defendant fails to plead, except or apply to strike out, judgment may be given against the Defendant.

The days between 16 December and 15 January, both inclusive, are not counted in the time allowed for notice of intention to defend.

AND immediately thereafter serve on the Defendant a copy of this summons and return the same to the Registrar with whatsoever you have done thereupon.

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The particulars of claim comply with Uniform Rule 18 and are annexed. They form part of this summons, as Uniform Rule 17(2)(a) provides.

The following are filed with this summons:

1. FA 1 — abridged marriage certificate, 14 February 2014.
2. FA 2 — unabridged birth certificate of Sample Child, born 9 August 2015.
3. FA 2.1 — unabridged birth certificate of Bongani Respondent, born 22 April 2018.
4. FA 3 — deed of settlement, signed by both parties.
5. FA 4 — parenting plan, signed by both parties.

A notice in terms of Uniform Rule 41A(2)(a) is served with this summons. It is not filed with the Registrar, as Uniform Rule 41A(2)(d) provides.

DATED at CAPE TOWN on this _____ day of _____ 2026.

_____

Registrar

Western Cape Division, Cape Town

_____

SAMPLE APPLICANT

Plaintiff in person

Address within 25 kilometres of the office of the Registrar at which the Plaintiff will accept service:

[address for service], Bellville, Western Cape

Postal address (where available): _____

Electronic mail address (where available): _____

SAMPLE

IN THE HIGH COURT OF SOUTH AFRICA

(WESTERN CAPE DIVISION, CAPE TOWN)

Case number: _____/2026

In the matter between:

SAMPLE APPLICANT

(Plaintiff)

and

SAMPLE RESPONDENT

(Defendant)

PARTICULARS OF CLAIM

1. THE PARTIES

1.1 The Plaintiff is Sample Applicant, an adult female, identity number 8903145XXXXXX, born on 14 March 1989, by occupation a registered nurse, residing at [domicilium citandi et executandi], Bellville, Western Cape.

1.2 The Defendant is Sample Respondent, an adult male, identity number 8611225XXXXXX, born on 22 November 1986, by occupation an independent contractor in the logistics sector, last known to reside at [last known address], Khayelitsha, Western Cape.

2. JURISDICTION

2.1 This Honourable Court has jurisdiction in terms of section 2(1) of the Divorce Act 70 of 1979, in that the Plaintiff has been ordinarily resident in the area of jurisdiction of this Court for a continuous period of not less than one year immediately prior to the date of institution of this action.

2.2 The Plaintiff has been ordinarily resident in Bellville, Western Cape, since prior to 2022, a period in excess of four years immediately preceding the institution of this action.

3. THE MARRIAGE

3.1 The Plaintiff and the Defendant were married to each other on 14 February 2014 at Cape Town, Western Cape, before a marriage officer of the Department of Home Affairs.

3.2 The marriage subsists and was concluded in community of property, no antenuptial contract having been executed.

3.3 A copy of the abridged marriage certificate is annexed hereto marked "FA 1".

4. CHILDREN BORN OF THE MARRIAGE

4.1 Two (2) minor children have been born of the marriage between the parties, namely:

4.1.1 Sample Child, a female child born on 9 August 2015, currently aged 10 years, who is in Grade 4 at a primary school in Bellville, Western Cape;

4.1.2 Bongani Respondent, a male child born on 22 April 2018, currently aged 7 years, who is in Grade 1 at the same primary school as his sister.

SAMPLE

4.2 Both minor children have been in the primary care of the Plaintiff since the parties separated during 2022.

4.3 Copies of the unabridged birth certificates of the minor children are annexed hereto marked "FA 2" and "FA 2.1" respectively.

5. GROUND FOR DIVORCE

5.1 The marriage relationship between the Plaintiff and the Defendant has irretrievably broken down as contemplated in section 4 of the Divorce Act 70 of 1979, and there is no reasonable prospect of the restoration of a normal marriage relationship between the parties.

5.2 In support of paragraph 5.1 above, the Plaintiff pleads as follows:

5.2.1 The parties have lived separately and apart, and have not cohabited as husband and wife, since 2022, a continuous period in excess of three years.

5.2.2 There has been no resumption of conjugal relations during the said period of separation.

5.2.3 The parties have lost the requisite consortium omnis vitae and there is no reasonable prospect of its restoration.

6. PROVISIONS FOR THE MINOR CHILDREN

6.1 The Plaintiff and the Defendant have, having regard to the best interests of the minor children as contemplated in section 7 and section 28(2) of the Children's Act 38 of 2005, concluded a written Parenting Plan in terms of section 33 of the Children's Act 38 of 2005.

6.2 A copy of the said Parenting Plan, signed by both parties, is annexed hereto marked "FA 4", and the Plaintiff prays that the Parenting Plan be incorporated into and made an order of this Honourable Court.

6.3 In summary, and as more fully set out in the Parenting Plan —

6.3.1 Primary care and primary residence of both minor children shall vest in the Plaintiff;

6.3.2 The Defendant shall exercise reasonable contact with the minor children every alternate weekend, and on such other occasions as may be agreed between the parties;

6.3.3 The Defendant shall contribute towards the maintenance of each minor child in the sum of R3,500.00 (three thousand five hundred Rand) per child per month, payable monthly in advance, escalating annually in line with the Consumer Price Index as published by Statistics South Africa.

7. PATRIMONIAL CONSEQUENCES

7.1 The parties have, having regard to the in community of property regime that governs their marriage, concluded a written Deed of Settlement which provides for the division of the joint estate.

7.2 A copy of the said Deed of Settlement, signed by both parties, is annexed hereto marked "FA 3", and the Plaintiff prays that the Deed of Settlement be incorporated into and made an order of this Honourable Court.

SAMPLE

7.3 In summary —

7.3.1 The matrimonial home situated in Bellville, Western Cape, shall be awarded to the Plaintiff, the Defendant expressly waiving any and all claims to the said immovable property and to the proceeds of any sale thereof;

7.3.2 The Plaintiff shall retain her primary vehicle, being a 2017 Toyota Etios;

7.3.3 The Defendant shall retain his own assets, including a 2014 Toyota Quantum;

7.3.4 Each party shall be liable for his or her own debts and liabilities and for any debts incurred in his or her own name;

7.3.5 No claim is made by either party for spousal maintenance.

8. MEDIATION — UNIFORM RULE 41A

8.1 The Plaintiff has served a notice in terms of Uniform Rule 41A(2)(a) together with the combined summons. The notice states that the Plaintiff agrees to mediation. The parties have already reduced the issues to writing in the deed of settlement and the parenting plan annexed hereto. The notice gives that reason, as Uniform Rule 41A(2)(c) requires, and it is not filed with the Registrar (Uniform Rule 41A(2)(d)).

9. WHEREFORE the Plaintiff prays for an order in the following terms:

9.1 A decree of divorce dissolving the marriage between the Plaintiff and the Defendant;

9.2 That the Deed of Settlement annexed hereto marked "FA 3" be incorporated into and made an order of this Honourable Court;

9.3 That the Parenting Plan annexed hereto marked "FA 4" be incorporated into and made an order of this Honourable Court;

9.4 Costs of suit on the Scale B as contemplated in Uniform Rule of Court 67A, only in the event of opposition;

9.5 Further and/or alternative relief.

DATED at CAPE TOWN on this _____ day of _____ 2026.

_____

SAMPLE APPLICANT

Plaintiff in person

Address within 25 kilometres of the office of the Registrar at which the Plaintiff will accept service:

[address for service], Bellville, Western Cape

Postal address (where available): _____

Electronic mail address (where available): _____

SAMPLE

IN THE HIGH COURT OF SOUTH AFRICA

(WESTERN CAPE DIVISION, CAPE TOWN)

Case number: _____/2026

In the matter between:

SAMPLE APPLICANT

(Plaintiff)

and

SAMPLE RESPONDENT

(Defendant)

DEED OF SETTLEMENT

PREAMBLE

WHEREAS the parties were married to each other on 14 February 2014 at Cape Town, Western Cape, in community of property, no antenuptial contract having been executed;

AND WHEREAS the marriage relationship between the parties has irretrievably broken down as contemplated in section 4 of the Divorce Act 70 of 1979;

AND WHEREAS two minor children have been born of the marriage, namely Sample Child (born 9 August 2015) and Bongani Respondent (born 22 April 2018);

AND WHEREAS the parties have, having regard to the best interests of the minor children, agreed upon the terms set out below in full and final settlement of all patrimonial and proprietary consequences of the dissolution of the marriage;

NOW THEREFORE the parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 "Plaintiff" means Sample Applicant, identity number 8903145XXXXXX.

1.2 "Defendant" means Sample Respondent, identity number 8611225XXXXXX.

1.3 "Minor children" means Sample Child and Bongani Respondent, as further identified in the Parenting Plan annexed marked "FA 4".

1.4 "Court" means the Western Cape Division of the High Court, sitting at Cape Town.

1.5 "CPI" means the headline Consumer Price Index for all urban areas, as published by Statistics South Africa from time to time.

2. DECREE OF DIVORCE

2.1 The parties acknowledge and agree that the marriage between them has irretrievably broken down and that a decree of divorce shall be granted.

3. CARE, CONTACT AND MAINTENANCE OF THE MINOR CHILDREN

3.1 Primary care, primary residence and the day-to-day exercise of parental responsibilities and rights in respect of both minor children shall vest in the Plaintiff.

SAMPLE

3.2 The Defendant shall exercise reasonable contact with both minor children every alternate weekend, from Friday after school until Sunday at 17h00, and on such other occasions as may be agreed between the parties in writing.

3.3 The full contact, holiday-sharing, religious and educational decision-making and dispute-resolution arrangements are set out in the Parenting Plan annexed marked "FA 4", which Parenting Plan shall be incorporated into and made an order of court alongside this Deed of Settlement.

3.4 Child maintenance

3.4.1 The Defendant shall pay to the Plaintiff, by way of maintenance for each of the two minor children, the sum of R3,500.00 (three thousand five hundred Rand) per child per month, in the aggregate sum of R7,000.00 (seven thousand Rand) per month.

3.4.2 Payment shall be made on or before the 1st day of each calendar month, directly into the Plaintiff's nominated bank account by way of electronic funds transfer.

3.4.3 The said maintenance contributions shall escalate annually on 1 March of each year, commencing 1 March 2027, by reference to the increase in CPI for the immediately preceding calendar year.

3.4.4 In addition to the maintenance contribution above, the Defendant shall contribute pro rata, in proportion to the parties' respective gross monthly incomes, towards all extraordinary expenses reasonably incurred for the minor children, including but not limited to medical, dental, optical, pharmaceutical and psychological expenses not covered by medical aid, as well as reasonable extra-mural and tertiary educational expenses.

3.4.5 The maintenance obligation shall continue in respect of each child until such child becomes self-supporting.

4. SPOUSAL MAINTENANCE

4.1 Neither party shall be liable to maintain the other after the date of the decree of divorce, and each party hereby expressly waives, with full appreciation of the consequences thereof, any and all claims for spousal maintenance, whether present or future.

5. DIVISION OF THE JOINT ESTATE

5.1 The matrimonial home, Bellville

5.1.1 The immovable property situated at [erf description], Bellville, Western Cape, being the former matrimonial home of the parties (hereinafter "the Property"), shall be awarded to the Plaintiff as her sole and exclusive property.

5.1.2 The Defendant expressly waives any and all rights, title and interest he may have in or to the Property, and undertakes to sign any and all documents and to take any and all steps necessary to give effect to the transfer of the Property into the sole name of the Plaintiff within sixty (60) days of the granting of the decree of divorce.

5.1.3 The Plaintiff shall be solely liable for the outstanding bond, rates, taxes, levies and all other obligations attaching to the Property from the date of decree of divorce.

5.2 Motor vehicles

SAMPLE

5.2.1 The Plaintiff shall retain as her sole and exclusive property a 2017 Toyota Etios (the "Plaintiff's Vehicle").

5.2.2 The Defendant shall retain as his sole and exclusive property a 2014 Toyota Quantum (the "Defendant's Vehicle").

5.3 Movable assets and household contents: each party shall retain, as his or her sole and exclusive property, all movable assets and household contents currently in his or her possession or under his or her control, no further accounting being required between the parties.

5.4 Bank accounts and financial assets: each party shall retain his or her own bank accounts, savings, investments and other financial assets held in his or her sole name.

5.5 Debts: each party shall be solely liable for any debts incurred in his or her own name and shall hold the other harmless and indemnified against any claims arising from such debts.

6. PENSION AND RETIREMENT INTERESTS

6.1 Neither party shall have any claim against the pension interest, provident interest or retirement annuity of the other as at the date of divorce, as contemplated in section 7(7) and section 7(8) of the Divorce Act 70 of 1979.

7. SCHEDULE OF ANNEXURES

7.1 The Plaintiff's Financial Disclosure Schedule (summary of income, expenses, assets and liabilities) is annexed marked "FA 6".

7.2 The Defendant's Financial Disclosure Schedule (summary of income, expenses, assets and liabilities) is annexed marked "FA 6.1".

8. COSTS

8.1 The parties agree that each party shall bear his or her own costs in respect of this divorce action, save that, in the event of opposition by any party hereto contrary to the terms of this Deed of Settlement, the party so opposing shall be liable for the costs of suit on Scale B as contemplated in Uniform Rule of Court 67A.

9. SOLE AGREEMENT

9.1 This Deed of Settlement constitutes the sole and entire agreement between the parties regarding the patrimonial and proprietary consequences of the dissolution of the marriage. No variation, addition or cancellation of this Deed of Settlement shall be of any force or effect unless reduced to writing and signed by both parties.

10. INCORPORATION AS AN ORDER OF COURT

10.1 The parties pray that this Deed of Settlement be made an order of court alongside the decree of divorce and the Parenting Plan annexed marked "FA 4".

SIGNED at CAPE TOWN on this _____ day of _____ 2026.

_____

SAMPLE APPLICANT

SAMPLE

Plaintiff

_____

SAMPLE RESPONDENT

Defendant

WITNESSES

1. _____

Full name: _____

2. _____

Full name: _____

SAMPLE

IN THE HIGH COURT OF SOUTH AFRICA

(WESTERN CAPE DIVISION, CAPE TOWN)

CASE NO: _____/2026

In the matter between:

SAMPLE APPLICANT

(Plaintiff)

and

SAMPLE RESPONDENT

(Defendant)

PARENTING PLAN

1. This parenting plan is made by the Plaintiff and the Defendant, the parents of the minor children Sample Child, born 9 August 2015, and Bongani Respondent, born 22 April 2018.

2. The plan is made with regard to the best interests of the children, as section 28(2) of the Constitution and sections 7 and 9 of the Children's Act 38 of 2005 require.

3. Primary residence of both children is with the Plaintiff at Bellville, Western Cape.

4. Both parents remain co-holders of parental responsibilities and rights.

5. The Defendant has contact with both children every alternate weekend, from Friday after school until Sunday at 17h00, and for half of each long school holiday. Further contact is as the parents agree in writing.

6. The children attend school in Bellville. A change of school requires the written agreement of both parents, or an order of court.

7. The children continue in the religious observance they have followed while in the Plaintiff's care. A change requires the written agreement of both parents.

8. Both parents take part in major medical decisions. The Plaintiff keeps the children on a medical scheme while it is available to her. Costs not covered by the scheme are shared in proportion to the parents' gross monthly incomes.

9. The Defendant pays maintenance of R3,500.00 per child per month, as the deed of settlement provides.

10. Neither parent moves the children's primary residence to a place that materially reduces the other parent's contact, without the other parent's written consent or an order of court.

11. A dispute about this plan is first referred to a mediator. A parent may approach the court if mediation does not resolve the dispute within 20 court days of the referral.

12. This plan is to be made an order of court with the decree of divorce.

SIGNED at CAPE TOWN on this _____ day of _____ 2026.

_____

SAMPLE APPLICANT

SAMPLE

Plaintiff

_____

SAMPLE RESPONDENT

Defendant

Prepared with assistance as section 33 of the Children's Act 38 of 2005 requires:

_____

Full name and capacity: _____

SAMPLE

IN THE HIGH COURT OF SOUTH AFRICA

(WESTERN CAPE DIVISION, CAPE TOWN)

CASE NO: _____/2026

In the matter between:

SAMPLE APPLICANT

(Plaintiff)

and

SAMPLE RESPONDENT

(Defendant)

PLAINTIFF'S NOTICE IN TERMS OF RULE 41A

1. The Plaintiff gives notice, as Uniform Rule 41A(2)(a) requires, that the Plaintiff agrees to referral of the dispute to mediation.

2. The dispute is capable of being mediated. The parties have already agreed the patrimonial terms and the arrangements for the minor children, and have signed a deed of settlement and a parenting plan. Uniform Rule 41A(2)(c).

3. This notice is served with the combined summons. It is without prejudice and it is not filed with the Registrar. Uniform Rule 41A(2)(d).

DATED at CAPE TOWN on this _____ day of _____ 2026.

_____

SAMPLE APPLICANT

Plaintiff in person

Address within 25 kilometres of the office of the Registrar:

[address for service], Bellville, Western Cape

SAMPLE