COMBINED SUMMONS

IN THE HIGH COURT OF SOUTH AFRICA

WESTERN CAPE DIVISION, CAPE TOWN

Case No: _____/2026

In the matter between:

THANDIWE NOMVULA DLAMINI ..... Applicant (Identity Number: 8903145XXXXXX)

and

SIPHO MTHEMBU KHUMALO ..... Respondent (Identity Number: 8611225XXXXXX)

To the Sheriff or his or her lawful Deputy:

You are hereby required to inform —

SIPHO MTHEMBU KHUMALO, an adult male, born on 22 November 1986, last known to reside at [last known address], Khayelitsha, Western Cape (hereinafter referred to as "the Respondent"),

that **THANDIWE NOMVULA DLAMINI**, an adult female, born on 14 March 1989, residing at [domicilium citandi et executandi], Bellville, Western Cape, of occupation registered nurse (hereinafter referred to as "the Applicant"),

has instituted action against the Respondent in this Honourable Court for —

1. A decree of divorce dissolving the marriage between the Applicant and the Respondent; 2. An order incorporating the Deed of Settlement annexed marked **"FA 3"** as part of the order of court; 3. An order incorporating the Parenting Plan annexed marked **"FA 4"** as part of the order of court; 4. Costs of suit on the **Scale B** as contemplated in Uniform Rule of Court 67A, only in the event of opposition; 5. Further and/or alternative relief.

Particulars of Claim

The Applicant's particulars of claim are annexed hereto and form part of this Summons.

Notice in terms of Uniform Rule 41A

In accordance with Uniform Rule of Court 41A, the Applicant has filed a Notice in terms of Rule 41A simultaneously with this Summons, indicating the Applicant's stance on mediation. The Rule 41A Notice is annexed marked **"FA 5"**.

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Annexures filed with this Summons

Annexure	Description
FA 1	Abridged marriage certificate, Department of Home Affairs (14 February 2014)
FA 2	Unabridged birth certificate — Lerato Khumalo (born 9 August 2015)
FA 2.1	Unabridged birth certificate — Bongani Khumalo (born 22 April 2018)
FA 3	Deed of Settlement (signed by both parties)
FA 4	Parenting Plan (signed by both parties)
FA 5	Notice in terms of Uniform Rule 41A (Mediation)

Domicilium citandi et executandi

The Applicant has chosen as her domicilium citandi et executandi the address of her attorney of record (if applicable), alternatively her residential address as set out above.

The Respondent is hereby required to enter an appearance to defend within the time period prescribed by the Uniform Rules of Court, failing which judgment may be granted against the Respondent in default.

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[Commissioner signature block intentionally omitted from this sample. Unlocked after payment.]

[Registrar / Sheriff certification intentionally omitted from this sample. Unlocked after payment.]

Dated at Cape Town on this ___ day of _____ 2026.

[Applicant signature block — unlocked after payment]

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PARTICULARS OF CLAIM

IN THE HIGH COURT OF SOUTH AFRICA

WESTERN CAPE DIVISION, CAPE TOWN

Case No: _____/2026

In the matter between:

THANDIWE NOMVULA DLAMINI ..... Applicant

and

SIPHO MTHEMBU KHUMALO ..... Respondent

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1. The Parties

1.1 The Applicant is **Thandiwe Nomvula Dlamini**, 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 Respondent is **Sipho Mthembu Khumalo**, 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 Applicant 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 Applicant 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 Applicant and the Respondent 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 Lerato Khumalo, 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 Khumalo, 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.

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

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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 Applicant and the Respondent 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 Applicant 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 Applicant and the Respondent 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 Applicant 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 Applicant;

6.3.2 The Respondent 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 Respondent 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 Applicant prays that the Deed of Settlement be incorporated into and made an order of this Honourable Court.

7.3 In summary —

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

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

7.3.3 The Respondent 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;

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

8. Mediation — Uniform Rule 41A

8.1 The Applicant has filed a Notice in terms of **Uniform Rule of Court 41A** simultaneously with the Combined Summons, indicating that the Applicant considers mediation unsuitable in the circumstances by reason of the parties having already reached and reduced to writing a comprehensive settlement of all issues, the terms of which are annexed hereto as **"FA 3"** and **"FA 4"**.

9. Wherefore the Applicant prays for an order in the following terms:

9.1 A decree of divorce dissolving the marriage between the Applicant and the Respondent;

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.

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[Commissioner signature block intentionally omitted from this sample. Unlocked after payment.]

Dated at Cape Town on this ___ day of _____ 2026.

[Applicant signature block — unlocked after payment]

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DEED OF SETTLEMENT

IN THE HIGH COURT OF SOUTH AFRICA

WESTERN CAPE DIVISION, CAPE TOWN

Case No: _____/2026

In the matter between:

THANDIWE NOMVULA DLAMINI ..... Applicant

and

SIPHO MTHEMBU KHUMALO ..... Respondent

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 Lerato Khumalo (born 9 August 2015) and Bongani Khumalo (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:

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1. Definitions and Interpretation

1.1 "Applicant" means **Thandiwe Nomvula Dlamini**, identity number 8903145XXXXXX.

1.2 "Respondent" means **Sipho Mthembu Khumalo**, identity number 8611225XXXXXX.

1.3 "Minor children" means Lerato Khumalo and Bongani Khumalo, 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

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 Applicant.

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3.2 The Respondent 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 Respondent shall pay to the Applicant, 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 Applicant'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 Respondent 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

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 Applicant as her sole and exclusive property.

5.1.2 The Respondent 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 Applicant within sixty (60) days of the granting of the decree of divorce.

5.1.3 The Applicant 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

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

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5.2.2 The Respondent shall retain as his sole and exclusive property a **2014 Toyota Quantum** (the "Respondent'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

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

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

8. Costs

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

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

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"**.

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[JURAT block — Respondent — intentionally omitted from this sample. Unlocked after payment.]

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[Commissioner signature block intentionally omitted from this sample. Unlocked after payment.]

Signed at Cape Town on this ___ day of _____ 2026.

[Applicant signature block — unlocked after payment] [Respondent signature block — unlocked after payment]

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