



CONSTITUTIONAL COURT OF SOUTH AFRICA

Cases CCT 122/13 and CCT 123/13

In the matter between:

RONALD BOBROFF & PARTNERS INC

Applicant

and

JUANNE ELIZE DE LA GUERRE

Respondent

And in the matter between:

**SOUTH AFRICAN ASSOCIATION
OF PERSONAL INJURY LAWYERS**

Applicant

and

**MINISTER OF JUSTICE AND
CONSTITUTIONAL DEVELOPMENT**

First Respondent

ROAD ACCIDENT FUND

Second Respondent

Neutral citation: *Ronald Bobroff & Partners Inc v De La Guerre; South African Association of Personal Injury Lawyers v Minister of Justice and Constitutional Development* [2014] ZACC 2

Coram: Moseneke ACJ, Skweyiya ADCJ, Cameron J, Dambuza AJ, Froneman J, Jafta J, Madlanga J, Van der Westhuizen J and Zondo J

Decided on: 20 February 2014

Summary: Contingency fees – Contingency Fees Act 66 of 1997 – constitutionality of the Act as a whole – constitutionality of sections 2 and 4 of the Act – not unconstitutional.

ORDER

On appeal from the North Gauteng High Court, Pretoria:

The applications for leave to appeal in both matters CCT 122/13 and CCT 123/13 are dismissed with costs, including, where applicable, the costs of two counsel.

JUDGMENT

THE COURT:

Introduction

[1] These are two applications for leave to appeal that depend on the same issue, namely the constitutionality of the Contingency Fees Act¹ (Act). The South African Association of Personal Injury Lawyers (Personal Injury Lawyers) sought an order in the North Gauteng High Court, Pretoria (High Court) declaring the Act unconstitutional as a whole or, in the alternative, certain sections of it.² Before us the applicant in a related matter, Ronald Bobroff & Partners Inc (Bobroff), a law firm, accepted that a declaration of constitutional invalidity was a prerequisite for its success in the proceedings brought against it by a former client (Ms De La Guerre).

[2] At issue are contingency fees.³ Under the common law, legal practitioners were not allowed to charge their clients a fee calculated as a percentage of the proceeds the

¹ 66 of 1997.

² Sections 2 and 4.

³ The Act defines a contingency fee agreement in section 2(1) as—

“an agreement with such client in which it is agreed—

- (a) that the legal practitioner shall not be entitled to any fees for services rendered in respect of such proceedings unless such client is successful in such proceedings to the extent set out in such agreement;
- (b) that the legal practitioner shall be entitled to fees equal to or, subject to subsection (2), higher than his or her normal fees, set out in such agreement, for any such services rendered, if such client is successful in such proceedings to the extent set out in such agreement.”