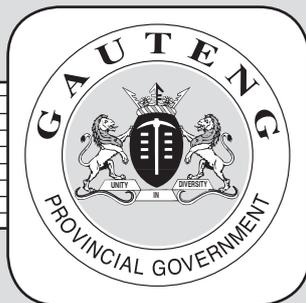


**THE PROVINCE OF
GAUTENG**



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GAUTENG**

Provincial Gazette Provinsiale Koerant

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Vol. 21

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No. 383

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GENERAL NOTICES • ALGEMENE KENNISGEWINGS

NOTICE 2673 OF 2015

**IN THE CONSUMER AFFAIRS COURT FOR THE PROVINCE OF
GAUTENG HELD AT JOHANNESBURG**

In the matter between:

LEKHOAWA MOHALE

Complainant

And

CARS@RIGDEWAY

Respondent

**NEGOTIATION OF ARRANGEMENT TO DISCONTINUE UNFAIR
BUSINESS PRACTICE UNDER SECTION 11 OF THE
CONSUMER AFFAIRS (UNFAIR BUSINESS PRACTICES)
ACT 7 OF 1996 (the Act)**

WHEREAS the complainant and the respondent entered into an agreement of sale in terms of which the complainant bought a vehicle on the 01-01-2014. An amount of R50.000 (Fifty Thousand Rand) deposit was paid to the dealership (Cars @Ridgeway).

AND WHEREAS the complainant cancelled the contract with the respondent; an agreement was reached between the parties that they will refund the complainant ^{on} the 24/06/2014.

AND WHEREAS the respondent failed to pay the said amount and but only paid R5.000 (Five thousand Rand) on the 05/08/2014, the remaining R45.000 (Forty Five thousand Rand) still outstanding. The complainant lodged a complaint against the respondent with Consumer Affairs Office.

AND WHEREAS the Consumer Protector issued summons against the respondent out of the Gauteng Consumer Affairs Court and the Consumer Protector has now entered into negotiations with the respondent concerning the complaint and has concluded an arrangement with the respondent;

AND WHEREAS this arrangement, subject to the Gauteng Consumer Affairs Court confirming it, has the effect of an Order of Court by publication in the Gauteng Provincial Gazette;

THEREFORE THE PARTIES CONCLUDE THE FOLLOWING ARRANGEMENT SUBJECT TO CONFIRMATION BY THE COURT IN ACCORDANCE WITH SECTION 21 OF THE ACT, AND AGREE AS FOLLOWS:

1. The respondent shall refund to the complainant the amount of R45.000⁷ (forty five thousand nine hundred rand).
2. The payments shall be effected in the following manner:
FIVE PAYMENTS OF
R9000 - 00 p.m. The monies shall be paid to the Consumer Affairs Office on the last day of each month.
3. The first payment shall be made by the 15/08/15.
4. Should the respondent fail to make any payment, the whole amount of shall be due and payable immediately and the complainant shall exercise his right to enforce this arrangement to ensure that the monies due are paid to the complainant ;

5. The complainant shall collect the monies from the Consumer Affairs Office.

DATED at JOHANNESBURG this 3rd day of February 2015

AS WITNESS:

1.  _____



LEKHOAWA MOHALE
Complainant

DATED at JOHANNESBURG this 3rd day of February 20015

AS WITNESS:

1.  _____



CARS@RIDGEWAY
Mr. Pillay
Respondent

NOTICE 2674 OF 2015

IN THE CONSUMER AFFAIRS OFFICE FOR THE PROVINCE OF
GAUTENG HELD AT GERMISTON

REF NUMBER: GAU/14/ 05246 NHL

In the matter between:

MARIETJIE GERBER

Complainant

And

TOP TEN MOTORSRespondent

WHEREAS the complainant and the respondent entered into an agreement of sale in terms of which the respondent promised the complainant a contract deal through African Bank for VW Golf. The complainant paid to the respondent an amount of R3500.00 (three thousand five hundred rands) as deposit towards the said car. The respondent failed to deliver the contract and goods as per agreement;

AND WHEREAS the complainant cancelled the agreement between herself and the respondent. Both parties agreed that the complainant will be refunded the amount paid for the goods which the respondent failed to deliver. The respondent failed to refund.

G.P. M.A.D.

AND WHEREAS the complainant lodged a complaint against the respondent with the Consumer Protector of Gauteng Province;

AND WHEREAS the complainant and the respondent attended a conciliation meeting on 22 October 2014 the matter was resolved as follows:

1. The respondent shall refund to the complainant the amount of R3500.00 (three thousand five hundred rands)
2. The payments shall be effected in the following manner:
Two months instalments of R1 000-00 every end of the month into the complainant's bank account and soon thereafter R1500.00 for final month's payment; which banking details will be forwarded to the respondent.
3. The first payment shall be made on the 31st October 2014.
4. Successive payments shall be made on or before last Friday of each month until the final payment is made to the complainant.

C.P. 

5. Should the respondent fail to make the first payment by 31st October 2014, the whole amount of shall be due and payable immediately.

6. Further, should the respondent fail to make any of the successive payments, the whole amount shall be due and payable immediately and the complainant shall exercise her right to enforce this arrangement to ensure that the monies due are paid to her.

DATED at GERMISTON this 22nd day of October 2014

AS WITNESS:

1.  _____



MARIETJIE GERBER
Complainant

AS WITNESS:

1.  _____



GEZANI P. RITSHURI
Respondent

NOTICE 2675 OF 2015

**IN THE CONSUMER AFFAIRS COURT FOR THE PROVINCE OF GAUTENG
HELD AT JOHANNESBURG**

CASE NO: GCC01/2015

In the matter between:

HERMAN MOSOEU

Applicant

And

**C.B. TRADING HARDWARE
(CK2004/007410/23)**

Respondent

SETTLEMENT AGREEMENT

WHEREAS the Applicant entered into a contract with the Respondent for the supply of building material on 2 January 2014 for the amount of R43 405,00 (forty-three thousand four hundred and five rand). At all material times herein the Respondent was represented by Mr Commissioner Buthelezi, the sole member of the Respondent;

AND WHEREAS the Applicant paid a deposit of R17 232,00 (seventeen thousand two hundred and thirty-two rand) and the balance of R26 173,00 (twenty-six thousand one hundred and seventy-three rand) on 30 January 2014 to the Respondent;

AND WHEREAS the Respondent delivered some of the building material but failed to deliver the following items valued at:

1 x Round Pillar	- R1 350,00
800 x Roof Tiles	- R4 800,00
40 x Round Ridges	- R1 700,00
1 x PT 12-9 Bathroom Alluminium Window Frame	- R950,00
2 x PTT 1515 Alluminium Window Frames	- R2 700,00
1 x PTT 1215 Alluminium Window Frame	- R1 300,00
1 x PTT 186 Alluminium Window Frame	- R1 750,00
1 x PT 126 Alluminium Window Frame	- R1 121,00
65 x 6,6mx38x114 Rafters	- R7 936,00
3 x bundles Brandiring (6,6mx38x38)	- R2 019,00
6 x 6,6mx50x76 Purline	- R 732,00
<u>Roof Plastic (SABS approved)</u>	<u>- R 420,00</u>
<u>TOTAL</u>	<u>- R26 778,00</u>

K.L.
[Signature]
[Signature]
[Signature]
K.L.

AND WHEREAS the Applicant lodged a complaint against the Respondent with the Gauteng Office of Consumer Affairs;

AND WHEREAS the Consumer Protector has now entered into negotiations with the applicant and the Respondent and has concluded an arrangement;

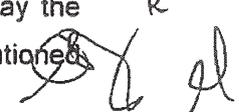
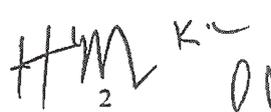
AND WHEREAS this arrangement / settlement subject to the Gauteng Consumer Affairs Court confirming it has the effect of an order of the Court by publication in the Gauteng Provincial Government Gazette;

THEREFORE THE PARTIES CONCLUDE THE FOLLOWING SUBJECT TO CONFIRMATION BY THE COURT IN TERMS OF SECTION 21 OF THE ACT AND AGREE AS FOLLOWS:

1. The Respondent will deliver the following items to the Applicant by no later than 17 April 2015:

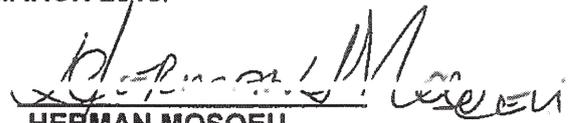
1 x Round Pillar	- R1 350,00
800 x Roof Tiles	- R4 800,00
40 x Round Ridges	- R1 700,00
1 x PT 12-9 Bathroom Aluminium Window Frame	- R950,00
2 x PTT 1515 Aluminium Window Frames	- R2 700,00
1 x PTT 1215 Aluminium Window Frame	- R1 300,00
1 x PTT 186 Aluminium Window Frame	- R1 750,00
1 x PT 126 Aluminium Window Frame	- R1 121,00
65 x 6,6mx38x114 Rafters	- R7 936,00
3 x bundles Branding (6,6mx38x38)	- R2 019,00
6 x 6,6mx50x76 Purline	- R 732,00
<u>Roof Plastic (SABS approved)</u>	<u>- R 420,00</u>
TOTAL	- R26 778,00

2. Should delivery not take place by 17 April 2015, the Respondent shall pay the Applicant the amount of R26 778,00 being the value of the aforementioned building material which amount will be due and payable by 18 April 2015.

K.L.

H.M.


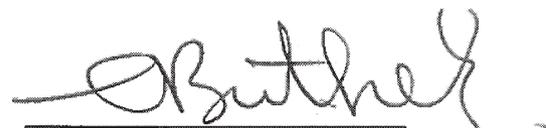
4. Should payment not be made on the due date, interest will be due and payable on the capital amount at the rate of 15,5% per annum calculable from 19 April 2015.
5. This arrangement is made an Order of the Court.

DATED at JOHANNESBURG on this 17th day of MARCH 2015.


HERMAN MOSOEU
 Applicant

As Witnesses:

1. R. evelen
2. 


C.B. TRADING HARDWARE
 Duly represented by Commissioner
 Buthelezi
 Respondent

As Witnesses:

1. R. evelen
2. 



NOTICE 2676 OF 2015

IN THE CONSUMER AFFAIRS COURT FOR THE PROVINCE OF GAUTENG

CASE NO:

In the matter between:

NONHLANHLA PATRICIA MOEPHULI

Complainant

And

PLAZA BOARD CENTRE

Respondent

SETTLEMENT AGREEMENT

WHEREAS the complainant entered into a contract for the supply of wardrobe material on or about 10 December 2012 with the respondent, herein represented by Riaz Patel, and paid an amount of R21 846.30 (twenty one thousand eight hundred and forty six rand and thirty cents);

AND WHEREAS the respondent failed to deliver the material in terms of the agreement between the parties;

AND WHEREAS the complainant cancelled the agreement on 22 December 2012;

AND WHEREAS the respondent failed / neglected to refund the money paid for the material;

AND WHEREAS the parties have reached a settlement;

AND WHEREAS this settlement, subject to the Gauteng Consumer Affairs Court confirming it, has the effect of an order of the court by publication in the Gauteng Provincial Government Gazette;

THEREFORE THE PARTIES CONCLUDE THE FOLLOWING, SUBJECT TO CONFIRMATION BY THE COURT IN TERMS OF SECTION 21 OF THE CONSUMER AFFAIRS (UNFAIR BUSINESS PRACTICES) ACT 7 OF 1996 AND AGREE AS FOLLOWS:

1. The respondent will refund the complainant an amount of R21 846.30 (twenty one thousand eight hundred and forty six rand and thirty cents) in full and final settlement;

E.H

NPM

T-L P

SM



NOTICE 2677 OF 2015

**IN THE CONSUMER AFFAIRS COURT FOR THE PROVINCE OF GAUTENG
HELD AT JOHANNESBURG**

CASE NO: GCC07/2015

In the matter between:

Mr PAUL TSELE1st Complainant**Ms MSELE MOLOI**2nd Complainant

And

**MONYEMAKGOBE TRADING AND PROJECTS
(CK2005/043367/23)**

Respondent

SETTLEMENT AGREEMENT

WHEREAS the Complainants entered into a contract with the Respondent for the supply and installation of 2 x aluminum garage doors at their residence situated at 1660 Makhale Street, Ratanda, Heidelberg on or about 2 October 2013 for the amount of R33 000,00 (thirty-three thousand rand). At all material times herein the Respondent was represented by Mr Matome 'Teboho' Maphere, the sole member of the Respondent;

AND WHEREAS the Complainants paid the Respondent an amount of R45 000,00 (forty-five thousand rand) which is an amount of R12 000,00 in excess of the agreed price for the supply and installation of the garage doors. And whereas the Respondent agreed to refund the Complainants the amount of R12 000,00 paid in excess and partially refunded the Complainants the amount of R10 000,00.

AND WHEREAS the Respondent supplied and installed the 2 x aluminium garage doors but upon installation the following defects were detected: the motors for the garage doors were not installed; 5 x glass panes were cracked / broken; the beading on the doors were not correctly installed on some places and the rubbers attaching the glass panes was not properly affixed.

AND WHEREAS the Complainants lodged a complaint against the Respondent with the Gauteng Office of Consumer Affairs;

AND WHEREAS the Consumer Protector has now entered into negotiations with the Complainants and the Respondent and has concluded an arrangement;

Fim

S.M.
ll

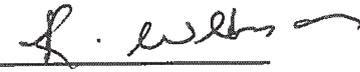
AND WHEREAS this arrangement / settlement subject to the Gauteng Consumer Affairs Court confirming it has the effect of an order of the Court by publication in the Gauteng Provincial Government Gazette;

THEREFORE THE PARTIES CONCLUDE THE FOLLOWING SUBJECT TO CONFIRMATION BY THE COURT IN TERMS OF SECTION 21 OF THE ACT AND AGREE AS FOLLOWS:

1. The Respondent offers to remedy the defects as listed above by 18 May 2015.
2. The Respondent agrees that should all repairs not be done to the complete satisfaction of the Complainants by 19 May 2015, this agreement and the original agreement entered into by the parties on or about 2 October 2013 will be cancelled. The Respondent will at his own cost remove the garage doors and repay the Complainants the amount of R35 000,00.
3. In the event of cancellation restitution will be effected by 31 May 2015.
4. This arrangement is made an Order of the Court.

DATED at JOHANNESBURG on this 30th day of APRIL 2015.

As Witnesses:

1. 
2. 



PAUL TSELE
 1st Complainant

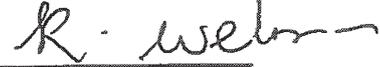


MSELE MOLOI
 2nd Complainant



MONYEMAKGOBE TRADING AND PROJECTS
 Duly represented by **Matome 'Teboho' Maphere**
 Respondent

As Witnesses:

1. 
2. 

NOTICE 2678 OF 2015**IN THE CONSUMER AFFAIRS COURT FOR THE PROVINCE OF GAUTENG****HELD AT GERMISTON****CASE NO: GCC/08/2015**

In the matter between:

ZAKEER BUCKUS

Complainant

and

**THE MATTRESS PEOPLE
(CK2008/03304/23)**Respondent

JUDGMENT

1. The Respondent failed to appear and it was decided that, as this Consumer Affairs Court for the Province of Gauteng adheres to the principles of equity, fairness and justness, the matter should stand down for an hour. The Respondent again failed to appear when the matter resumed. The Consumer Protector proceeded to present the matter of the Complainant, who was present.
2. This matter was presented by the Consumer Protector in terms of Section 56 of the Consumer Protection Act (Act No 68 of 2008).

I refer to Section 56 in as far as it relates to this matter:

“Implied warranty of quality

56. (1) In any transaction or agreement pertaining to the supply of goods to a consumer there is an implied provision that the producer or importer, the distributor and the retailer each warrant that the goods comply with the requirements and standards contemplated in section 55, except to the extent that those goods have been altered contrary to the instructions, or after leaving the control, of the producer or importer, a distributor or the retailer, as the case may be.

(2) Within six months after the delivery of any goods to a consumer, the consumer may return the goods to the supplier, without penalty and at the supplier’s risk and expense, if the goods fail to satisfy the requirements and standards contemplated in section 55, and the supplier must, at the direction of the consumer, either –

- (a) repair or replace the failed, unsafe or defective goods; or
- (b) refund to the consumer the price paid by the consumer, for the goods.

(3) If a supplier repairs any particular goods or any component of any such goods, and within three months after that repair, the failure, defect or unsafe feature has not been remedied, or a further failure, defect or unsafe feature is discovered, the supplier must –

- (a) replace the goods; or
- (b) refund to the consumer the price paid by the consumer for the goods.

(4)

3. The facts of the matter in brief are that the Complainant purchased certain furniture from the Respondent on 29 October 2014 and took delivery thereof on 4 November 2014. Upon delivery the Complainant noticed a number of defects in the furniture. The Complainant notified the Respondent of the defects. The Respondent inspected the furniture, acknowledged the defects, undertook to rectify them and collected the furniture on 10 November 2014. The furniture was returned to the Complainant on 20 November 2014, whereupon the Complainant noticed that the defects were not rectified and that some of the furniture components were not returned to him. After communication between the Complainant and the Respondent broke down, the Complainant sought the assistance of the Office for the Investigation of Unfair Business Practices.

4. The Office for the Investigation of Unfair Business Practices served a Summons to Appear before the Consumer Protector or a Person in the service of the Office for the Investigation of Unfair Business Practices in terms of section 8 and regulation 4 of the Consumer Affairs (Unfair Business Practices) Act 1996 (Act No. 7 of 1996) (Gauteng) on the Respondent.

I refer to Section 8 in as far as it relates to this matter:

"8 Summoning and questioning of persons and production of books and documents

(1) For the purposes of an investigation, and at any time during an investigation, the Consumer Protector or a person in the service of the office authorised by him or her may

(a) summon any person who is believed to be able to furnish any information on the subject of the investigation or to have in his or her possession or under his or her control any book, document or other object relating to that subject, to appear before a person in the service of the office, or before an inspector or independent investigator at a time and place specified in the summons, to be questioned or to produce that book, document or other object; and

(b) question that person, under oath or affirmation administered by the Consumer Protector, and examine or retain for further information or for safe custody such a book, document or other object.

....."

The purpose of such summons in essence serves to arrange a meeting between the parties with the aim to conciliate the matter with the assistance of the Office for the Investigation of Unfair Business Practices. The Respondent failed to respond to the summons.

5. Due to the Respondent's failure to respond to the summons in terms of section 8, the Office for the Investigation of Unfair Business Practices issued and served a Summons initiating Proceedings before the Consumer Affairs Court on the Respondent in terms of section 18(1) and regulation 14(1) of the Consumer Affairs (Unfair Business Practices) Act, 1996 (Act No. 7 of 1996).

This CONSUMER AFFAIRS COURT FOR THE PROVINCE OF GAUTENG, after hearing the evidence presented by the Consumer Protector on behalf of the Complainant finds as follows:

- a) that the furniture bought by and delivered to the Complainant by the Respondent carried an implied warranty of quality in terms of section 56(1) of the Consumer Protection Act; and
- b) that the Complainant acted within the prescribed time in terms of section 56(2)(a) of the Consumer Protection Act by returning the furniture to the Respondent for the repair of the defects in the furniture; and
- c) that the Complainant acted within the prescribed time in terms of section 56(3)(b) of the Consumer Protection Act in claiming a refund of the purchase price of the furniture from the Respondent when the defects in the furniture were not remedied.

IT IS HEREBY ORDERED THAT:

1. The Respondent make payment of the amount of R7 000,00 to the Complainant;
2. Interest on the amount of R7 000,00 will accrue at the rate of 9% per annum from the date of judgment until the date of payment; and
3. That payment should be made within 21 days of judgment.

ORDERED AS SUCH at GERMISTON on 30 JUNE 2015.



Prof. M A du Plessis

CHAIRPERSON

MEMBERS T Lebeko, P Hlahane, J Rossouw and P Opperman concurred.

IMPORTANT

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