

LIMPOPO PROVINCE
LIMPOPO PROVINSIE
XIFUNDZANKULU XA LIMPOPO
PROFENSE YA LIMPOPO
VUNDU LA LIMPOPO
IPHROVINSI YELIMPOPO

**Provincial Gazette • Provinsiale Koerant • Gazete ya Xifundzankulu
Kuranta ya Profense • Gazethe ya Vundu**

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(E ngwadisitšwe bjalo ka Kuranta)

POLOKWANE,

5 FEBRUARY 2009
5 FEBRUARIE 2009
5 NYENYENYANA 2009
5 FEBREWARE 2009
5 LUHUHI 2009

Vol. 16
Extraordinary

**Ku katsa na Tigazete to
Hlawuleka hinkwato**

No. 1580
Buitengewoon
**Hu tshi katelwa na
Gazethe dza Nyingo**

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GENERAL NOTICE

NOTICE 41 OF 2009**IN THE CONSUMER AFFAIRS COURT FOR LIMPOPO PROVINCE****HELD AT POLOKWANE.**

CASE NO: LCC25/02/08

IN THE MATTER BETWEEN:

NKOANA LEVY MASETLE**CONSUMER**

AND

SAMUL INVESTMENT CC
T/A LIGHT TAB AND TILE*L.m.a***RESPONDENT**

**NEGOTIATION OF ARRANGEMENT IN TERMS OF SECTION 11 (1) (b) OF THE
CONSUMER AFFAIRS (UNFAIR BUSINESS PRACTICES) ACT 8 OF 1996, AS
AMENDED**

WHEREAS, the parties entered into a lay – bye agreement for purchasing roofing material for R. 14000.00 (Fourteen Thousand Rand),

WHEREAS the Consumer paid an amount of R14000, 00 (Fourteen Thousand Rand) in installments to the Respondent for the roofing material;

AND WHEREAS the Respondent agreed to the lay – bye.

AND WHEREAS the Respondent breached the agreement by failing to deliver the goods to the Consumer after final payment,

L.m.a

AND WHEREAS the Consumer has elected to accept the said breach of the Respondent and have the Agreement cancelled.

AND WHEREAS the Consumer has demanded payment of the aforesaid amount from the Respondent, and the Respondent having failed, refused and/or neglected to do so;

AND WHEREAS the Consumer then lodged a complaint of an Unfair Business Practice against the Respondent, with the Office for the Investigation of Unfair Business Practices of Limpopo Province;

AND WHEREAS the parties have agreed to settle and resolve the matter and acknowledge that this arrangement is subject to the Limpopo Consumer Affairs Court confirming it, and will have the effect of an Order of the Court by publication in the Government Gazette;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS, SUBJECT TO CONFIRMATION BY THE COURT IN TERMS OF SECTION 21 OF THE ACT:

1.

That the Respondent will deliver on this the 11th of September 2008 the whole material *L.m.m.f* as per quotation of Builder's Market dated 8th September 2008 to the complainant's place of residence Ga – Mothiba Dipelaneng.



2.

The Respondent further agreed to deliver the material free of charge.

4.

The parties and the Office hereby apply to the Court for an order confirming this agreement in terms of Section 21 of the Consumer Affairs Court (Unfair Business Practices Act) 8 of 1996.

DATED AND SIGNED AT Polokwane ON THE
11/ September 2008.


[Signature]

WITNESS


Levy Mkoane
 CONSUMER Lim. Co

DATED AND SIGNED AT POLOKWANE ON THE
11/9/08 2008.

[Signature]



WITNESS



ON BEHALF OF THE
RESPONDENT, DULY
AUTHORISED THERETO.

L. m. n



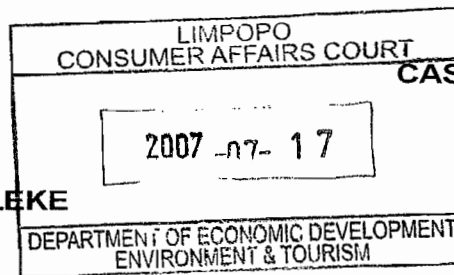
NOTICE 42 OF 2009



LIMPOPO

PROVINCIAL GOVERNMENT
 REPUBLIC OF SOUTH AFRICA

IN THE CONSUMER AFFAIRS COURT FOR LIMPOPO PROVINCE HELD AT POLOKWANE



CASE NO: LCC07/05/07

In the matter between:

MKHACHANI THOMAS MALULEKE

Complainant

And

PARTLAND AUTO PARTS CC

Respondent

COURT ORDER IN TERMS OF SECTION 22 (2) (a) OF THE CONSUMER AFFAIRS (UNFAIR BUSINESS PRACTICE) ACT 8 OF 1996 AS AMENDED

COURT ORDERED AS FOLLOWS:

1. In terms of my discretion and powers the action of the Defendant is amended to plea: **PARTLAND CC:**
2. Complainant: is ordered to deliver the said Fiat Engine to the Respondent premises in Polokwane within seven (7) working days from today the 12 July 2007.
3. On delivery the respondent is ordered to pay the Complainant an amount of R3990 00 in cash.
4. Respondent will simultaneously on the same day also pay interest to the Complainant calculated at a rate of 15,5% per annum from 26 March 2007 to date of payment.

NEDBANK-BUILDING; SCHOEMAN STREET POLOKWANE, Private Bag X9484, POLOKWANE, 0700
 Tel: 015 291 2761, Fax: 015 291 2864, website: <http://www.Limpopo.gov.za>

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5. No order as to cost.

LIMPOPO
CONSUMER AFFAIRS COURT

2007-07-17

THE CHAIRPERSON:
CONSUMER AFFAIRS COURT

Date: 12/07/2007

DEPARTMENT OF ECONOMIC DEVELOPMENT
ENVIRONMENT & TOURISM

NOTICE 43 OF 2009

Made Order : 15/5/08

IN THE CONSUMER AFFAIRS COURT FOR LIMPOPO PROVINCE
HELD AT POLOKWANE.

CASE NO: LCC26/02/08

IN THE MATTER BETWEEN:

DIKGALE LETHEBE JAMES

CONSUMER

AND

RASMA FUNERAL SERVICES CC

RESPONDENT

(REG NO: CK2006/214147/23)

**NEGOTIATION OF ARRANGEMENT IN TERMS OF SECTION 11 (1) (b) OF THE
CONSUMER AFFAIRS (UNFAIR BUSINESS PRACTICES) ACT 7 OF 1996, AS
AMENDED.**

WHEREAS the Consumer paid an amount of R5000, 00 (Five Thousand Rand) in cash to the Respondent for the purchase, delivery and erection of a Tombstone ("goods");

AND WHEREAS the Respondent agreed to deliver and erect the Goods at Ga Dikgale Moduane in August 2007;



L.S.
M.C.

AND WHEREAS the Respondent breached the agreement by failing to deliver the goods to the Consumer and to erect the goods, as agreed;

AND WHEREAS the Consumer has elected to accept the said breach of the Respondent and have cancelled the Agreement;

AND WHEREAS the Consumer has demanded payment of the aforesaid amount from the Respondent, and the Respondent having failed to do so;

AND WHEREAS the Consumer then lodged a complaint of an Unfair Business Practice against the Respondent, with the office of the Consumer Protector of Limpopo Province;

AND WHEREAS the parties have agreed to settle and resolve the matter and acknowledge that this arrangement is subject to the Limpopo Consumer Affairs Court confirming it, and will have the effect of an Order of the Court by publication in the Limpopo Provincial Government Gazette;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS, SUBJECT TO CONFIRMATION BY THE COURT IN TERMS OF SECTION 21 OF THE ACT:

1.

The Agreement between the parties is cancelled.



L.J.
M.C.

2.

The Respondent will pay the Consumer an amount of R5 000.00, plus interest calculated thereon at a rate of 15, 5% per annum, calculated from the 28th of August 2007 to date of payment in full.

R516.70c

3.

The aforesaid amount shall be paid by the Respondent to the Consumer before or on the 16th of May 2008, by depositing same directly into the Consumer's banking account at:

STANDARD BANK OF SOUTH AFRICA LTD.

Account Number: 236853139;

Branch Code: 052548

Branch Name: Polokwane.

4.

The parties and the Office hereby apply to the Court for an order confirming this agreement in terms of Section 21 of the Consumer Affairs Court (Unfair Business Practices Act) 8 of 1996.



L.J.

M.C.

DATED AND SIGNED AT Polokwane ON THE
15th Mar 2008.

[Signature]

WITNESS

James L. Dikgale

CONSUMER

DATED AND SIGNED AT Polokwane ON THE
15th Mar 2008.

[Signature]

WITNESS

[Signature]

ON BEHALF OF THE
RESPONDENT, DULY
AUTHORISED THERETO.

[Signature]

L.I.
MC.

NOTICE 44 OF 2009



LIMPOPO
PROVINCIAL GOVERNMENT
 REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
 ECONOMIC DEVELOPMENT, ENVIRONMENT & TOURISM

Case No: LCC11/09/07
REPORTABLE

In the matter between:

NGOASHENG J

COMPLAINANT

and

PHETEGO PROPERTY DEVELOPMENT CC

RESPONDENT

JUDGEMENT

ON THE 13TH OF SEPTEMBER 2007:

Judgment is hereby granted in favour of the Complainant, against the Respondent, as follows:

1. The agreement between the Complainant and the Respondent is cancelled;
2. The Respondent must pay an amount of R80 000.00 (Eighty Thousand Rand) to the Complainant;
3. Interest is also payable on the aforesaid amount at a rate of 15,5% per annum from 18/01/2005 to date of payment in full;

Evidiki Towers, 20 Hans van Rensburg Street, POLOKWANE, 0700, Private Bag X9484, POLOKWANE, 0700
 Tel: 015 291 2864, Fax: 015 295 5740, website: <http://www.Limpopo.gov.za>



4. The amount stated in prayers 2 and 3 must be paid within 14 (Fourteen) calendar days from date of this judgement;
5. No order as to costs.



(SGD. ADV. J HORAK
CHAIRPERSON LIMPOPO
CONSUMER AFFAIRS COURT
14/11/07

NOTICE 45 OF 2009



LIMPOPO

PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
ECONOMIC DEVELOPMENT, ENVIRONMENT & TOURISM

Case No: LCC18/12/07
REPORTABLE

In the matter between:

ANDRICA RAPHELA AND SIX OTHERS

CONSUMERS

and

KWENA PUMPS, IRRIGATION, RETICULATION
AND BUILDING CC
(2004/079709/23)

RESPONDENT


JUDGEMENT

IT IS HEREBY ORDERED THAT:

Judgment be granted in favour of the Consumers, jointly and severally, against the Respondent, as follows:

1. The agreement pertaining to the sale of the tanks and the taps is cancelled;
2. The Respondent will repay to the Consumers the capital amount of R11 293.00 (Eleven Thousand Two Hundred and Ninety Three Rand), together with interest thereon, calculated at a rate of 15,5% per *annum* from 16/06/2006 to date of payment in full;
3. The amounts stated in prayer 2 must be paid in two equal monthly installments;

4. The First installment must be paid before or on the 29th February 2008 and the second and last installment must be paid before or on the 31st March 2008, directly into Andrica Raphela's banking account, being a savings account at ABSA Bank, Polokwane, with number: 9187508344;
5. No order as to costs



CHAIRPERSON OF THE LIMPOPO
CONSUMER AFFAIRS COURT
ADV. J HORAK
HANDLED DOWN: 24/01/2008
SIGNED: 16/04/2008

NOTICE 46 OF 2009

**LIMPOPO****PROVINCIAL GOVERNMENT**
REPUBLIC OF SOUTH AFRICADEPARTMENT OF
ECONOMIC DEVELOPMENT, ENVIRONMENT & TOURISM

Case No: LCC12/09/07

In the matter between:

MOIPONE SEGOOA

CONSUMER

and

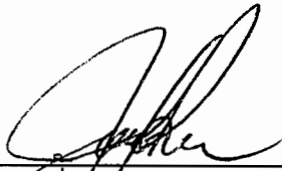
NICO MOOI AND EGBERT MOOI

RESPONDENTS

JUDGEMENT**IT IS HEREBY ORDERED THAT:**

Judgment be granted in favour of the Consumer against the Respondents, jointly and severally, payment by the one to absolve the other for:

1. Cancellation of the agreement is confirmed;
2. Payment of the amount of R14,720.00 (Fourteen thousand seven hundred and twenty rand) as damages;
3. Payment of interest on the aforesaid amount at a rate of 15,5% per annum calculated from 07/02/2008 to date of payment in full;
4. No order as to costs.



CHAIRPERSON OF THE LIMPOPO
CONSUMER AFFAIRS COURT
ADV. J. HORAK
HANDED DOWN: 07/02/2008
SIGNED: 16/04/2008
