



THE PROVINCE OF MPUMALANGA
DIE PROVINSIE MPUMALANGA

**Provincial Gazette Extraordinary
Buitengewone Provinsiale Koerant**

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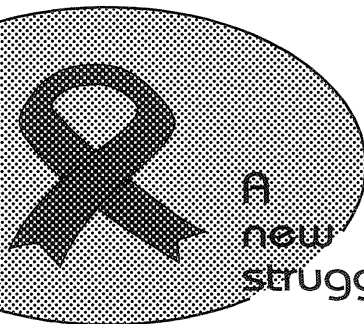
Vol. 19

NELSPRUIT, 11 OCTOBER 2012
OKTOBER 2012

No. 2101

We all have the power to prevent AIDS

AIDS
affects
us all



A
new
struggle

**AIDS
HELPLINE**

0800 012 322

DEPARTMENT OF HEALTH

Prevention is the cure

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GENERAL NOTICES

NOTICE 351 OF 2012

IN THE CONSUMER AFFAIRS COURT FOR THE PROVINCE OF MPUMALANGA HELD AT NELSPRUIT MAGISTRATE'S COURT "C" ON THE 14TH JULY 2011

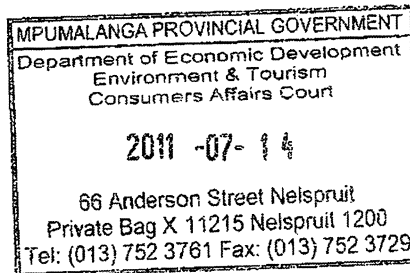
CASE NO: MPCC36/14/06/11

In the matter between

NZIMANDE SHADO CHRISTINE

and

PHILOMINA CONSULTING



COMPLAINANT

RESPONDENT

REQUEST FOR DEFAULT JUDGMENT

The Office of the Consumer Protector hereby applies that,

- a) The Respondent having been duly served;
- b) The time for entering appearance to defend having expired;
- c) The Respondent not having entered an appearance to defend;
- d) The Respondent having failed without sufficient cause to attend at the time and place specified in the Summons.

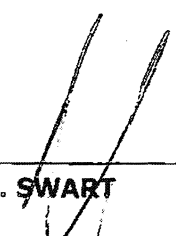
JUDGMENT be given against the Respondent as claimed in the Summons for the cancellation of the agreement and refund to the complainant of R12 000(twelve thousand rands).

DATED at NELSPRUIT on 14th day of July 2011

ATTACHED

Copies of Summons

Copies of proof of receipt of summons



MRS M. SWART
ACTING CHAIRPERSON
MPUMALANGA CONSUMER AFFAIRS COURT

NOTICE 352 OF 2012

**IN THE CONSUMER AFFAIRS COURT FOR THE PROVINCE OF MPUMALANGA HELD AT BETHAL
MAGISTRATES COURT ON THE 12TH AUGUST 2011**

CASE NO: MPCC38/14/06/11

In the matter between

MTHETHWA BHEKI

Complainant

and

ZAKPOWER GENERATORS (PTY) LTD

Respondent

NEGOTIATION OF ARRANGEMENT TO DISCONTINUE UNFAIR BUSINESS PRACTICE

UNDER SECTION 11 OF THE MPUMALANGA CONSUMER AFFAIRS ACT NO. 6 OF 1998

WHEREAS Bheki Mthethwa ("the complainant"), an adult male person, residing at stand no. 419, Elukwatini, Mpumalanga Province, entered into a **direct marketing agreement of sale for the purchase of 10,5kva diesel generator at R33 025** (Thirty Three Thousand & Twenty Five Rands) with **Zakpower Generators (Pty) Ltd**, an entity with its business premises situated at 285 Lynwood Road Menlo Park, Pretoria.

AND WHEREAS the respondent delivered an incorrect generator (15kva diesel generator) with no battery, cabling and installation.

WHEREAS the complainant accepted the 15kva diesel generator,

AND WHEREAS the complainant enquired about the battery, cabling and installation services.

WHEREAS the respondent demanded an additional R6000 for the battery cabling and installation.

WHEREAS the complainant paid the R6000 into the respondent bank account on the **29th October 2010**.

WHEREAS the respondent do date never performed as promised, on earlier proposal.

AND WHEREAS the complainant demanded the refund of the R6000.

WHEREAS the complainant then lodged a complaint of an Unfair Business Practices against the respondent, with the **Office for the Investigation of Unfair Business Practices of Mpumalanga Province**.

AND WHEREAS the parties have agreed to settle and resolve the matter and acknowledge that this arrangement is subject to the Mpumalanga Consumer Affairs Court confirming it, and will have the effect of an Order of the Court.

negotiation arrangement mthethwa bheki vs zakpower generators (pty) ltd -mpcc38/14/06/11

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

The respondent to refund the R6000 to the complainant into two(2) equal installments of R3000 to be effected on or before the 30th August 2011 with the last instalment to be paid on or before the 30th September 2011.

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(Mpumalanga Consumer Affairs Act,Act No 6 of 1998)

DATED AND SIGNED AT BETHAL ON THE 12 AUGUST 2011.

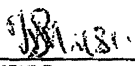


WITNESS

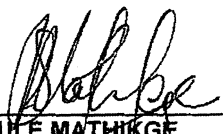


**BHEKI MTHETHWA
COMPLAINANT**

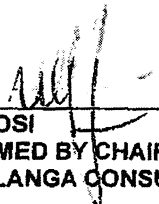
DATED AND SIGNED AT BETHAL ON THE 12 AUGUST 2011.



WITNESS



**PULE MATHIKGE
ON BEHALF OF THE
RESPONDENT ,DULY
AUTHORIZED THERETO**



**VRS NKOSI
CONFIRMED BY CHAIRPERSON
MPUMALANGA CONSUMER AFFAIRS COURT**

