

SOUTH AFRICA / JUDGMENT

Masetlha v Subzero Construction And Project (GCC/03/2021) [2022] ZACONAF 25 (3 May 2022)

[2022] ZACONAF 25

COURT

Consumer Affairs Court

BEFORE

Zandile Mpungose, M. Phukubje, P Samuels

CASE / FILE NUMBER

GCC/03/2021

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IN

THE CONSUMER AFFAIRS COURT FOR THE PROVINCE OF GAUTENG

HELD

AT JOHANNESBURG

CASE

NO: GCC/03/2021

In

the matter between:

ELSIE

SALOME MASETLHA Complainant

and

SUBZERO

CONSTRUCTION AND PROJECT Respondent

JUDGMENT

The matter was heard online through MS Teams on the 29th April 2022. The Complainant was represented by the Consumer Protector. The Respondent was not in attendance at the proceedings, despite prior notice of the scheduled Court sitting. The Respondent's reasons for non-attendance were not communicated to the Consumer Affairs Court and the Consumer Protector confirmed that the Respondent also did not furnish them with reasons for non-attendance.

The parties had entered into a settlement agreement on the 9th March 2021 in terms of which the Respondent was to pay the Complainant an amount of R12 600,00 (twelve thousand six hundred rands only) which was a refund of part of the moneys that had been paid by the Complainant as a deposit to the Respondent for installation of paving. The Respondent was meant to pay the Complainant in three instalments of R4 200,00 (four thousand two hundred rands only), but failed to honour the terms of the settlement.

The Settlement Agreement dated 09 March 2021 was thus confirmed by the Gauteng Consumer Affairs Court and was made an order of the Gauteng Consumer Affairs Court.

FINDING:

The Respondent engaged in prohibited conduct as defined in terms of section 1 of the Consumer Protection Act, No 68 of 2008, The Respondent engaged in an unfair business practice as defined in terms of section 1 of the Consumer Affairs (Unfair Business Practices) Act, No 7 of 1996.

IT IS HEREBY ORDERED THAT:

1. The Respondent shall pay the Complainant the amount of R12 600,00 (Twelve Thousand and Six Hundred Rands only) within 20 (twenty) days of this order.
2. The Respondent shall pay the Complainant interest on the amount of R12 600,00 (Twelve thousand and Six Hundred Rands Only) at the prescribed rate of interest, calculated from the date of this order to the date of payment.

ORDERED as such at JOHANNESBURG on 03 May 2022.

Zandile Mpungose

CHAIRPERSON (Alternate)

MEMBERS M. Phukubje and P Samuels concur

CASE NO: GCC/02/2022

TSHOKOLO EPHRAIM SEMATLA Complainant

And

GIANT AUTO SPARES

therefore Respondent

The matter was heard online through MS Teams on the 29th of April 2022. The Complainant was represented by the Consumer Protector. The Respondent was not in attendance at the proceedings, despite prior notice of the scheduled Court sitting, which was served on 06 April

2022. The Respondent's reasons for non-attendance were not communicated to the Court and the Consumer Protector confirmed that the Respondent also did not furnish them with reasons for its non-attendance.

The parties had entered into a Settlement Agreement concluded on the 21st October 2021 in terms of which the Respondent was to pay the Complainant an amount of R2 000,00 (two thousand rands only) as a refund for moneys that had been paid by the Complainant in respect of purchasing and fitment of a vehicle bumper. The Respondent was required to pay the Complainant in four instalments of R500,00 (five hundred rands only), but failed to honour the terms of the said settlement.

The Consumer Protector requested that default judgment be granted against the Respondent. The Complainant was in attendance at the Court sitting and confirmed, under oath, that the moneys owed remain unpaid by the Respondent.

The Settlement Agreement concluded on the 21st October 2021 was thus confirmed by the Gauteng Consumer Affairs Court and was made an order of the Gauteng Consumer Affairs Court.

The Respondent engaged in prohibited conduct as defined in terms of section 1 of the Consumer Protection Act, No 68 of 2008.

The Respondent engaged in an unfair business practice as defined in terms of section 1 of the Consumer Affairs (Unfair Business Practices) Act, No 7 of 1996.

1. The Respondent shall pay the Plaintiff the amount of R2 000,00 (Two Thousand Rands only) within 20 (twenty) days of this order.
2. The Respondent shall pay the Complainant interest on the amount of R2 000,00 (Two Thousand Rands Only) at the prescribed rate of interest, calculated from the date of this order to the date of payment.

MEMBERS M. Phukubje and P Samuels concur.

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