

SOUTH AFRICA / JUDGMENT

Mathole v Sebo Motors (GCC/10/2022)

[2022] ZACONAF 24 (12 September 2022)

[2022] ZACONAF 24

COURT

Consumer Affairs Court

BEFORE

Zandile Mpungose, M. Phukubje, Ina Opperman

CASE / FILE NUMBER

GCC/10/2022

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IN

THE CONSUMER AFFAIRS COURT FOR THE PROVINCE OF GAUTENG

HELD

AT JOHANNESBURG

CASE

NO: GCC/10/2022

In

the matter between:

JOEL
MATHOLE
Complainant
and
SEBO
MOTORS
Respondent

JUDGMENT

The matter was heard online through MS Teams on the 20th of September 2022. Both the Complainant and the Respondent were in attendance. The Complainant was represented by the Consumer Protector. The Respondent, duly represented by Mr Sebopetsa the owner of the Respondent business, confirmed that he was happy to proceed with the matter despite being notified that the notice of set down for the Court sitting was a day short.

The parties had entered into a settlement agreement concluded on the 29th of August 2022 in terms of which the Respondent was to pay the Complainant an amount of R115 000,00 (one hundred and fifteen thousand rands only) as a refund for moneys that had been paid by the

Complainant as a deposit towards the purchase of a Toyota Quantum vehicle. The Respondent had undertaken to pay monthly instalments of R1 500,00 (eleven thousand five hundred rands only) for a period of ten months. The first instalment is payable on or before the 30th of September 2022.

The Consumer Protector requested that the settlement agreement aforesaid be made an order of the Consumer Affairs Court. Both parties also confirmed, under oath, that they would like the settlement agreement entered into on the 29th of August 2022 to be made an order of court. The Settlement Agreement concluded on the 29th of August 2022 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 Plaintiff the amount of R11 500,00 (Eleven Thousand Five Hundred Rands Only) on a monthly basis for a period of ten (10) months, with the first instalment payable on or before 30 September 2022 and monthly thereafter on or before the last day of each following month until the full debt is settled.

ORDERED as such at JOHANNESBURG on 21 September 2022.

Zandile Mpungose

CHAIRPERSON (Alternate)

MEMBERS M. Phukubje and Ina Opperman concur

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