

SOUTH AFRICA / JUDGMENT

# Ntuli v South Streams Construction (GCC/05/2021) [2022] ZACONAF 20 (25 January 2022)

[2022] ZACONAF 20

## COURT

Consumer Affairs Court

## BEFORE

M A du Plessis, Z Mpungose, P Opperman

## CASE / FILE NUMBER

GCC/05/2021

Source: saflii.org · Research copy typeset by Esheria. Not court-issued or certified.

**Source record**

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

CASE NO: GCC/05/2021

In the matter between: MAPULE  
NTULI Plaintiff  
and  
SOUTH  
STREAMS CONSTRUCTION Defendant

**JUDGMENT**

The matter was heard in an online format. The Plaintiff was represented by the Consumer Protector. The Defendant was absent during the proceedings, due to a scheduled cataract extraction and intraocular lens insertion of his left eye scheduled for 25 January 2022. The Defendant notified the Consumer Protector of his absence on 24 January 2022 by way of a WhatsApp message, requesting a postponement until after February 2022.

The members of the Gauteng Consumer Affairs Court rejected the Defendant's request for the following reasons: The notice of set-down was served on the Defendant on 21 December 2021. The Defendant received notification of the abovementioned procedure on 15 January 2022. The Defendant therefore elected a last-minute notification the day before the trial.

The decision to proceed in the absence of the Defendant was further supported in view of an earlier Settlement Agreement, confirmed by the Gauteng Consumer Affairs Court, discussed below.

On 19 April 2021 the Plaintiff and the Defendant entered into a Settlement Agreement whereby the Defendant undertook to make payment to the Plaintiff in the amount of R13 156,40 (Thirteen Thousand One Hundred and Fifty Six Rand and Forty Cents) on or before 13 May 2021. The Settlement Agreement was made an order of the Gauteng Consumer Affairs Court on 9 June 2021.

During the hearing, evidence by the Plaintiff, Ms Mapule Ntuli, and her daughter, Ms Petunia Jabulile Ntuli, indicated that the Defendant failed to make payment in terms of the Settlement Agreement.

#### FINDING:

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

The Defendant 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 Defendant shall pay the Plaintiff the amount of R13 156,40 (Thirteen Thousand One Hundred and Fifty Six Rand and Forty Cents) within 20 (twenty) days of this order.
2. The Defendant shall pay the Plaintiff interest on the amount of R13 156,40 (Thirteen Thousand One Hundred and Fifty Six Rand and Forty Cents) at the prescribed rate of interest, calculated from the date of this order to the date of payment.

ORDERED as such at JOHANNESBURG on 25 January 2022.

.....

Prof. M A du Plessis

CHAIRPERSON

MEMBERS Z Mpungose and P Opperman concur

## Source & reproduction note

Judgment wording, source notices and original paragraph numbers are retained. Esheria supplies the layout and this PDF's page numbers; these are not the source pagination. This is a research copy, not an official or certified court document. Check quotations, citations and publication restrictions against the original source before relying on it.

**ORIGINAL SOURCE**      <https://www.saflii.org/za/cases/ZACONAF/2022/20.html>

**CASE PAGE**              <https://chat.esheria.ai/case-law/south-africa/ntuli-v-south-unknown-topic-aconaf-2022>

Prepared on 9 October 2026 · Esheria