

SOUTH AFRICA / JUDGMENT

Williams v Cell C Ltd

(NCT/300948/2023/75(1)(b)) [2025]

ZANCT 12 (11 February 2025)

[2025] ZANCT 12

COURT

National Consumer Tribunal

BEFORE

C Sassman, S Hockey, C Ntsoane

CASE / FILE NUMBER

NCT/300948/2023/75(1)(b)

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

SAFLII Note: Certain personal/private details of parties or witnesses have been redacted from this document in compliance with the law and SAFLII Policy

IN THE NATIONAL CONSUMER TRIBUNAL

HELD IN CENTURION

Case number: NCT/300948/2023/75(1)(b)

In the matter between:

JULIE WILLIAMS APPLICANT And CELL C LTD RESPONDENT Coram: Adv C Sassman Mr S Hockey - Presiding Tribunal member - Tribunal member Mr C Ntsoane

- Tribunal member Date of hearing Date of judgment
- 6 February 2025 -11 February 2025

JUDGMENT AND REASONS

1. The applicant is Julie Williams (the applicant). The applicant is a consumer, as defined in section 1 of the Consumer Protection Act 68 of 2008 (CPA). Gerhard Van Der Merwe, a senior associate at Trudie Broekmann Attorneys, represented the applicant at the hearing.
2. The respondent is Cell C Ltd (the respondent), a supplier, as defined in section 1 of the CPA. Adv Erin Richards represented the respondent at the hearing, instructed by Stein Scop Attorneys.

TERMINOLOGY

3. A reference to a section in this judgment refers to a section of the CPA unless indicated otherwise.

APPLICATION TYPE

4. This is an opposed application in terms of section 75(1)(b). In this application, the applicant, with leave granted by the Tribunal, seeks redress against the respondent.
5. The applicant alleges that the respondent contravened various sections of the CPA by charging her an amount over the limit imposed on her cellular phone contract.

BACKGROUND

6. On 4 May 2022, the applicant contacted the respondent's call centre to increase the monthly limit on her cellular phone contract and simultaneously activate an international roaming service before travelling to France. At the time, her contract already had a monthly limit set at R1 785.00. The applicant submits that the agent informed her that she was required to read the respondent's terms and conditions to her before activating the international roaming service. Thereafter, the applicant's limit was raised by R2000.00 to R3 785.00, as agreed to by the parties. The international roaming service was also activated before the telephone call ended.
7. The applicant then travelled from South Africa to France and landed in France the following day, on 5 May 2022, while using her cellular phone and the respondent's international roaming service. On 6 May 2022, the respondent notified the applicant in a text message that her set limit had been exceeded and that she would no longer have access to international roaming, calling or other premium-rated services. The applicant submits that she then decided to use a local French SIM card in her phone from that day and for the remainder of her trip.
8. On 1 June 2022, the respondent invoiced the applicant R11 265.32, the bulk of which was a cost for international roaming. On 6 June 2022, the applicant emailed the respondent's Customer Service department and vehemently objected to the amount on the invoice. She pointed out that it exceeded the limit she had set on 4 May 2022 and stated that she refused to pay the amount reflected on the invoice. Nevertheless, the respondent debited the amount due from the applicant's bank account.
9. On 2 August 2022, upon the applicant's instruction, her attorney wrote a letter to the respondent stating the applicant's legal position and requesting a refund on her behalf. On 11 August 2022, the respondent's representative, Julia Haywood, replied by email and indicated that the applicant was told of the high costs of international roaming before activating the service, and the respondent's terms and conditions were read to her during the telephone call.

10. The respondent's terms and conditions explain that there may be delays in imposing limits for its international roaming service and that the respondent cannot guarantee the accuracy of the set limits. As a result, the respondent denied that it breached any provision of the CPA and confirmed that the applicant was liable for the costs incurred above her set limit.
11. Dissatisfied with the respondent's views, the applicant complained to the National Consumer Commission. On 2 November 2023, after considering the matter and corresponding with the respondent, the Commission indicated that the alleged facts, if true, do not constitute a remedy under the CPA and accordingly provided the applicant with a notice of non-referral. On 14 June 2024, the applicant was granted leave to refer the matter to the Tribunal.

THE APPLICANT'S

SUBMISSIONS

12. The applicant confirmed that the clauses in the respondent's terms and conditions, which it relies on as its primary defence, were read to her during the telephone call on 4 May 2022. However, she did not attest to or fully understand it since its implications were not explained to her. The respondent's terms and conditions are ambiguous and attempt to limit the respondent's liability regarding the agreed limit set on her account. She would not have thought that her set limit could reach an amount of R11 265.32. At the end of the telephone call, she was under the impression that her monthly bill limit had been increased to R3 785.00 and would not be charged an amount higher than that.
13. The applicant avers that the respondent misled and deceived her and that the risk she faced was not sufficiently drawn to her attention as required under the CPA. She should not have been charged any amount above the imposed limit. The price she was charged for one day of international roaming was unfair, unreasonable and unjust. The respondent's dealings with her were excessively one-sided and amounted to an unconscionable exploitation of her as a consumer. In this context, the applicant alleges that the respondent has contravened several provisions of the CPA and seeks relief from the Tribunal.
14. In particular, the applicant seeks an order stating that the respondent, in enforcing its terms and conditions, has contravened the CPA and that its actions amount to prohibited conduct. The applicant also seeks a refund of R7 480.32, which she was charged over the R3 785.00 limit she agreed to. Furthermore, the applicant requests that the Tribunal impose an administrative fine of R1 000 000.00 on the respondent and order it to pay her legal fees on an attorney and client scale.

THE RESPONDENT'S

SUBMISSIONS

15. The respondent submitted that while its agent was reading the terms and conditions to the applicant, she was dismissive and remarked that she had already heard the terms and conditions in an earlier call, during which she unsuccessfully attempted to increase her monthly limit and activate international roaming. The respondent's agent drew the applicant's attention to every clause in its terms and conditions. However, the most pertinent for this matter are clauses 1.1, 2, 4.1 and 4.8 below:

15.1 Clause 1.1 reads as follows:

"It is your responsibility to ensure you are familiar with the applicable international roaming rates, prior to your departure internationally."

These rates may fluctuate from time to time due to exchange rates and foreign operator charges. Log onto Cell C's website to view the roaming rates of Cell C's roaming partners (www.cellc.co.za/cellc/international-roaming)."

15.2 Clause 2 reads as follows:

"Please note that thresholds and monthly usage limits apply to international roaming however there may be delays when imposing the limits due to delays in billing records being received from foreign networks. Cell C also cannot guarantee the accuracy of the limits set, or that such limits will be set timeously due to the delays from foreign networks. There may be up to a three (3) month delay in call, SMS and data charges reflecting on your statement due to the downloading of Call Data Records (CDR's) from foreign networks."

15.3 Clause 4.1 reads as follows:

"When travelling overseas you will be charged for using the internet and using data which can be very expensive. Please refer to Cell C's website to view the data charges. We advise that you do not use data while you are roaming outside the borders of South Africa unless you are aware of the necessary data charges. Some networks can charge extremely high rates per megabyte."

15.4 Clause 4.8 reads as follows:

"Please ask your customer care agent questions around limiting data roaming when in doubt, prior to travelling abroad and visit

<https://www.cellc.co.za/cellc/internationalroaming> for more handy tips."

16. The applicant was specifically and explicitly informed about roaming charges and advised on how to limit them. She was further informed that the billing limit is not guaranteed with roaming and that there may be a delay in the registration of the data charges incurred when roaming since the respondent will not be the network service provider trafficking the data usage. When the respondent's agent asked the applicant whether she agreed and accepted the terms and conditions, she responded in the affirmative. Thereafter, the agent activated the applicant's international roaming and increased her monthly limit to R3 785.00.

17. The respondent's analysis of the applicant's data usage shows that she connected to foreign network operators in Norway, the United Arab Emirates, and France between 4 May 2022 and 5 May 2022. Foreign networks in other countries record a consumer's roaming activities and bill the respondent. The respondent is then liable to the foreign operator for settlement of the account in terms of the parties' roaming agreements.
18. On 5 May 2022, the respondent notified the applicant by SMS that her limit had been exceeded. Even though the applicant had been advised that her limit had been exceeded and was aware that the respondent could not guarantee the accuracy of her limit, the applicant wilfully continued to use the roaming service while abroad.
19. The respondent experienced a delay in receiving the applicant's billing information from the foreign network operators. These delays are not uncommon and are wholly within the control of the foreign networks. This explains how the applicant exceeded the conditional limit set. Clause 2 is, therefore, not unfair, unreasonable, or unjust. It is a practical clause borne out of necessity and catering to the implications of the unavoidable delays in receiving billing records from foreign networks.
20. The respondent prays that the application be dismissed with costs.

APPLICABLE SECTIONS OF THE CPA

21. Section 75(1)(b) states that if the Commission issues a notice of non-referral in response to a complaint, other than on grounds contemplated in section 116, the complainant concerned may refer the matter directly to the Tribunal, with leave of the Tribunal.
22. Section 4(4)(a) states that to the extent consistent with advancing the purposes and policies of the CPA, the Tribunal must interpret any standard form, contract or other document prepared or published by or on behalf of a supplier to the benefit of the consumer so that any ambiguity that allows for more than one reasonable interpretation of a part of such a document is resolved to the consumer's benefit.
23. Section 4(5)(b) states that in any dealings with a consumer in the ordinary course of business, a person must not engage in any conduct that is unconscionable, misleading or deceptive, or reasonably likely to mislead or deceive a consumer.
24. Section 54(1)(b) states that when a supplier undertakes to perform any services for or on behalf of a consumer, the consumer has a right to the performance of the services in a manner and quality that persons are generally entitled to expect.
25. Section 51(1)(b)(i), (ii) and (iii) state that a supplier must not make a transaction or agreement subject to any term or condition if it directly or indirectly purports to waive or deprive a consumer of a right in terms of the CPA or avoid a supplier's obligation or duty in terms of the CPA. The transaction may further not be subject to a term or condition which purports to set aside or override the effect of any provision of the CPA.

26. Section 48(1)(a)(i)(ii) and (c) (iii) state that a supplier must not offer to supply, supply or enter into an agreement to supply, any goods or services at a price that is unfair, unreasonable or unjust or on terms that are unfair, unreasonable or unjust. A supplier must further not require a consumer to waive any supplier liability.
27. Section 5(1)(a) states that the CPA applies to every transaction occurring within the Republic of South Africa, unless it is exempted by subsection (2), or in terms of subsections (3) and (4).
28. Section 2(10) states that no provision of the CPA must be interpreted to preclude a consumer from exercising any rights afforded to them under the common law.

CONSIDERATION OF THE EVIDENCE

29. Although the applicant submits that she did not assent to the terms and conditions, she admits that they were read to her. The parties are not in dispute regarding clauses 1.1, 4.1 and 4.8 of the respondent's terms and conditions, and the applicant concedes in her correspondence with the respondent that she was aware that international roaming rates are expensive. The parties' primary contention is interpreting and applying clause 2 of the respondent's terms and conditions.
30. Clause 2 reads as follows:

"Please note that thresholds and monthly usage limits apply to international roaming however there may be delays when imposing the limits due to delays in billing records being received from foreign networks. Cell C also cannot guarantee the accuracy of the limits set, or that such limits will be set timeously due to the delays from foreign networks. There may be up to a three (3) month delay in call, SMS and data charges reflecting on your statement due to the downloading of Call Data Records (CDR's) from foreign networks."
31. The first sentence of clause 2 warns the applicant that there may be delays when imposing limits on her account and explains that this is due to delays in receiving billing records from foreign networks. The last sentence of the clause explains that the delay may be up to three months. While the first sentence emphasises a delay in imposing the requested limit, the last sentence emphasises a delay in receiving and recording the applicant's usage on her statement. These two vastly different provisions could easily confuse or mislead a consumer.
32. In correspondence between the parties, the applicant refers to putting "a bill limit in place" and also states, "she (the respondent's agent) then set this limit." [1] In an email to the applicant's attorney, the respondent's representative, Julia Haywood, refers to the applicant's request that "a limit be placed thereon." [2] The respondent's supplementary answering affidavit further refers to a "conditional limit set." [3]
33. The terms imposing a limit, setting a limit and placing a limit seem to be used interchangeably by the parties. This is understandable since they mean the same thing to the ordinary consumer. In this context, the Tribunal is of the view that there was never a

potential delay in imposing the applicant's limit, as stated in the first sentence of clause 2.

The limit was imposed and set soon after it was requested and was in place before the end of the applicant's call with the respondent's agent. It is worth noting that there is a significant difference between imposing or setting a limit and then applying or enforcing it later once it is reached.

34. From the reading of the clause and the respondent's submissions, it appears that what the respondent meant to convey to the applicant during the telephone call was that her limit was set but that the receipt of roaming data from foreign networks could be delayed and might get recorded on her account after she had already been notified that she reached her limit[4]. However, this is not how it was stated to the applicant.
35. The Tribunal is persuaded that the respondent's poor choice of words in clause 2 of its terms and conditions implies that in some cases, implementing a new limit could be delayed when, in fact, it is the receipt, capturing and recording of the applicant's international roaming data that could be delayed. This renders clause 2 ambiguous.
36. Before the end of the call with the applicant, the respondent's agent confirmed that the applicant's international roaming had been activated and that the new limit was in place. Once the applicant received this reassurance, she would understandably not concern herself with any terms explaining the consequences of such a limit request being delayed. In her mind, anything regarding delays in setting limits did not apply to her because her limit was set.
37. In terms of section 4(4)(a), the Tribunal is required to interpret the respondent's terms and conditions to the benefit of the consumer so that any ambiguity that allows for more than one reasonable interpretation is resolved to the benefit of the consumer. Therefore, the Tribunal finds that the applicant was justified in thinking she would not receive a bill exceeding her new monthly limit of R3 785.00.
38. Section 4(5)(b) further prohibits a supplier from engaging in any conduct reasonably likely to mislead or deceive a consumer. In this case, it is reasonable to conclude that the respondent's conduct gave the applicant a false impression that such a delay was irrelevant since the agent confirmed her new limit was in place by the time she ended the call. This impression would reasonably have misled and deceived any consumer in the applicant's position. The respondent has, therefore, contravened section 4(5)(b).
39. Clause 2 further contains the following statement:

"Cell C also cannot guarantee the accuracy of the limits set..."

The respondent's supplementary answering affidavit now refers to the limit as a "conditional limit." [5] However, the term conditional was never used in clause 2. From the inclusion of this provision in its terms and conditions and the respondent's more recent referral to the limit as a conditional limit, the respondent attempted to limit its liability, override certain provisions of the CPA, avoid its statutory obligations and waive or deprive the applicant of her rights in terms of section 54(1)(b).

40. Under section 54(1)(b), the respondent must provide its service in a manner and quality that consumers are generally entitled to expect. When consumers take the necessary steps to set limits on their accounts, they often do so out of necessity and not enjoyment. They sacrifice the freedom to spend more than the limit but weigh this against the reassurance that they will not be financially prejudiced or become over-indebted. They do not expect to pay anything more than the set limit. Otherwise, setting a limit would serve no purpose. The Tribunal finds this provision in the respondent's terms and conditions to be an unfair, unreasonable

and unjust condition for entering a transaction with it. It is a clear attempt to unreasonably limit or waive its liability and shift the risk of dealing with its international partners to the consumer. Therefore, the respondent's conduct amounts to a contravention of sections 54(1)(b), 48(1)(a)(ii) and (c)(iii) and 51(1)(b)(i), (ii) and (iii).

41. In terms of section 5(1)(a), the CPA applies to every transaction occurring within the Republic of South Africa unless exempted in terms of subsections (2), (3) or (4). In this case, the transaction between the applicant and respondent was concluded in the Republic, and the protection afforded to the applicant under the CPA did not cease to exist when she exited the country. Her consumer rights in terms of the CPA continued to be in effect and had to be upheld by the respondent.
42. In the respondent's supplementary answering affidavit, [6] it explains that foreign network operators with whom it has partnered record a consumer's data usage while abroad and then bill the respondent accordingly. The respondent then becomes liable to the foreign operator for settling the account in terms of the roaming agreements between them. At the hearing, the Tribunal exercised its inquisitorial powers in terms of section 142(1)(a) and questioned whether the applicant was billed the same amount as the respondent's international partners had billed the respondent. The respondent's representative confirmed that the respondent ordinarily adds a 25% surcharge to the bill it receives from its foreign counterparts. The consumer is liable to pay the total bill, which includes the surcharge.
43. It is common cause that the applicant's international roaming and data usage occurred between 4 May 2022 and 5 May 2022. The GPRS while roaming was recorded as 102.36 MB at R8 680.09. [7] In terms of section 48(1)(a)(i), a supplier must not enter into an agreement to supply a service at a price that is unfair, unreasonable

or unjust. Considering that the applicant's standard limit for her full monthly usage on her account was set at R1 785.00, the Tribunal finds that the amount she was billed for approximately one day of usage was unfair, unreasonable and unjust. In doing so, the respondent has contravened section 48(1)(a)(i).

44. The Tribunal notes its displeasure with the respondent's attempt to paint itself as a mere middleman at the mercy of foreign network operators. In dealing with its international partners, the respondent has considerable bargaining power, which the applicant and other consumers do not have. While the Tribunal is aware that international roaming may be expensive, the respondent, as the supplier in this transaction, had a statutory obligation to ensure that prices charged to the applicant's account are fair, reasonable and just. Instead, the respondent threw the applicant to the wolves, so to speak and benefitted financially while she was exploited. The Tribunal considers the respondent's conduct in this regard to be unconscionable and contrary to the spirit and purpose of the CPA.
45. It is common cause that the respondent notified the applicant by text message on 5 May 2022 that her limit had been exceeded. The text message further explains that she will no longer have access to international calling, roaming, or premium-rated services. In paragraphs 18 - 19 of the respondent's answering affidavit, the respondent states as follows:
 18. The applicant was thus made aware that her Roaming limit had been exceeded.
 19. Notwithstanding that the applicant had been advised that her Roaming limit had been exceeded, and aware that the applicant could not guarantee the accuracy of the limits set, the applicant wilfully continued to use the Roaming service.
46. The respondent queries why the applicant continued to use the international roaming service after she had been notified that her limit had been exceeded. The real question is, therefore, not why she would continue using the service but, instead, why she was able to use it. If the respondent's limit was effective and the service was no longer available to the applicant, as stated in the text notification, then the applicant should not have been able to access the service. This submission by the respondent can only be seen as an admission, that the set limit was ineffective in capping the respondent's data usage.
47. The Tribunal must further consider the implications of section 2(10) in this matter. In terms of this section, no provision of the CPA must be interpreted to preclude the applicant from the rights afforded to her under the common law. Under common law, it is trite that for a valid contract to come into effect, there must be consensus or a meeting of the minds between the parties relating to all the material aspects of the contract or agreement[8].
48. In *South African Railways & Harbours v National Bank of South Africa Ltd*, [9] Wessels JA confirmed that one must examine the parties' actions after concluding the agreement to determine whether their minds did, in fact, meet.

“Although the minds of the parties must come together, courts of law can only judge from external facts whether this has or has not occurred.”

49. The Tribunal is persuaded that there was no consensus or meeting of the minds between the parties regarding all material terms of clause 2. When receiving the respondent’s bill for R11 265.32, the applicant vehemently objected and protested the bill. The applicant’s conduct in this regard is consistent with somebody who was shocked or surprised because, in her mind, she

thought that setting a limit on her account would have prevented such an occurrence. Therefore, under common law, the applicant cannot be held accountable for any amount exceeding the limit the respondent set on her account.

50. The rights afforded to consumers under the CPA are there to protect the consumer. An infringement of those rights can have serious financial consequences for a consumer. In this case, the applicant faced an unexpected expense she would not have budgeted for.

51. The applicant has made a case against the respondent and has proven on a balance of probabilities that the respondent has contravened the following provisions of the CPA. In particular, the respondent has contravened:

- (a) Section 4(4)(a);
- (b) Section 4(5)(b);
- (c) Section 54(1)(b);
- (d) Section 51(1)(b)(i), (ii) and (iii); and
- (e) Section 48(1)(a)(i)(ii) and c(iii).

52. These contraventions are serious and amount to prohibited conduct.

ADMINISTRATIVE FINE

53. The applicant requested the Tribunal to impose an administrative fine on the respondent. The Tribunal is satisfied that the nature of the respondent’s contraventions justifies the Tribunal imposing an administrative fine on the respondent. A vital purpose of the CPA is to protect consumers from unscrupulous dealings. The types of contraventions perpetrated by the respondent are undoubtedly the type of conduct the CPA seeks to prohibit. Once it finds the respondent has engaged in prohibited conduct, the Tribunal has a duty to exercise its powers by sending a clear and strong message that such conduct will not be permitted. Section 112(3) outlines the factors the Tribunal must consider when determining an appropriate fine. These are listed and discussed under separate sub-headings below.

The nature, duration, gravity, and extent of the contravention

The contraventions committed by the respondent are serious as they disregarded numerous consumer rights while the respondent benefitted financially. Although there is only one applicant before the Tribunal in this matter, according to the respondent, its terms and conditions are standard, meaning that its conduct is not limited to this applicant, and its duration is continuous.

Any loss or damage suffered as a result of the contravention

The financial loss suffered by the applicant may not seem extreme, but as an unplanned expense, it had the potential to cause the applicant's over-indebtedness. It is clear from the case record that pursuing her rights has caused the applicant tremendous stress and anguish. This was a direct result of the respondent's unlawful conduct.

The behaviour of the respondent

The respondent disregarded consumer rights and the legislation enacted to protect consumers. It attempted to hide behind the costs imposed by foreign network operators and neglected to uphold the spirit and purpose of the CPA. Despite evidence to the contrary, the respondent remains steadfast in its belief that it has not contravened any provision of the CPA.

The market circumstances in which the contravention took place

The respondent offers its international roaming service to many South African consumers. Consumers who choose to implement limits on their contracts with the respondent would likely do so to prevent the amount from reaching an amount they cannot afford to pay. These consumers are entitled to enjoy peace of mind when doing so and not be faced with a limit that cannot be guaranteed and an unexpectedly high bill.

The level of profit derived from the contravention

The exact level of profit which the respondent made from the applicant's charges is unknown.

The degree to which the respondent has co-operated with the National Consumer Commission and the Tribunal

There is no evidence before the Tribunal that the respondent failed to co-operate with the NCC or the Tribunal in finalising this matter.

Whether the respondent has previously been found in contravention of the CPA

The applicant has not submitted any indication of any prior investigations or enforcement instituted against the respondent.

54. The Tribunal must ensure that consumers' rights are protected and that suppliers comply with the legislation. In this instance, imposing an administrative fine on the respondent is warranted as a punitive measure.

55. Regarding the quantum of the administrative fine, section 112(2) provides that an administrative fine imposed may not exceed the greater of 10% of the respondent's annual turnover during the preceding financial year or R1 000 000.00 (one million rand). The applicant did not submit any evidence of the respondent's annual turnover. The Tribunal can, however, still impose a fine limited to a maximum of R1 000 000.00 (one million rand).
56. The Tribunal finds a fine of R500 000.00 (five hundred thousand rand) appropriate.

COSTS

57. Both parties requested the Tribunal to grant a cost order in their favour. Section 147(1) of the National Credit Act[10] (NCA) states that each party participating in a hearing at the Tribunal must pay its own costs. Section 147(2)(b) allows the Tribunal to make a cost order in favour of the applicant.
58. Despite having the power to do so, the Tribunal rarely exercises its discretion in favour of awarding costs. The Tribunal's discretion to award costs or not must be considered in the context of the purposes of the CPA and the NCA. Both Acts aim to promote and advance consumers' social and economic welfare in South Africa. In some cases, awarding costs against an unsuccessful party may deter consumers from referring matters to the Tribunal as they might consider it too risky and costly.
59. For this reason, in the Tribunal's view, there must be exceptional circumstances for the Tribunal to make a cost order in any of its proceedings. The Tribunal believes that the present matter is indeed one of those where a cost order should be granted against the respondent. This is because the referral by the applicant is a typical David and Goliath battle where she knew, as a layperson, she would be faced with challenging legal arguments and skilled legal practitioners. The applicant had no alternative but to engage the services of an attorney to represent her in her quest for justice. In doing so, she has incurred legal fees and stands to be compensated for them.

CONCLUSION

60. The Tribunal finds that the respondent has contravened various sections of the CPA. It must be held accountable and prevented from repeating its conduct in future. Section 4(2)(b)(ii) requires the Tribunal to make appropriate orders to give practical effect to a consumer's right of access to redress, which includes making any innovative order that better advances, protects, promotes and assures the realisation by consumers of their rights in terms of the CPA. Section 150(i) of the NCA further empowers the Tribunal to make any appropriate order required to give effect to a consumer's right in terms of the NCA or CPA.

ORDER

61. Accordingly, the Tribunal makes the following order:

61.1 The respondent has contravened sections 4(4)(a); 4(5)(b); 48(1)(a)(i)(ii) and c(iii); 54(1)(b); 51(1)(b)(i)(ii) and (iii) of the CPA;

61.2 The above contraventions are declared prohibited conduct in terms of section 150(a) of the NCA;

61.3 The respondent is to refund the applicant R7 480.32 (seven thousand four hundred and eighty rand and thirty-two cents), the amount the applicant was charged over the limit on her account, within thirty business days of this judgment being issued;

61.4 An interdict is hereby granted restraining the respondent from, in future, engaging in similar prohibited conduct;

61.5 The respondent is, within thirty business days of issuing this judgment, to pay an administrative fine of R500 000.00 (five hundred thousand rand) into the National Revenue Fund referred to in section 213 of the Constitution^[11] using the following bank account details:

Bank:

Nedbank

Account Holder: Department of Trade, Industry and Competition

Account type: Current Account

Branch Name: Telecoms and Fiscal

Branch code: 198765

Account number: 1[...]

Reference: NCT/300948/2023/75(1)(b) and the name of the person or business making the payment; and

62. The respondent is to pay the applicant's legal costs on the Magistrates' Court party and party scale.

[signed]

Adv C Sassman

Presiding Tribunal member

Tribunal members Mr S Hockey and Mr C Ntsoane concur.

[1] See Annexure AA1 on paginated pages 96 -97 and 118 – 119 of the case record.

[2] See page 41 of the case record.

[3] See paragraph 8.

-
- [4] In addition to the last sentence of clause 2, see also paragraph 13.2 of the respondent's answering affidavit.
- [5] See paragraph 8.
- [6] See paragraph 6.2.
- [7] See paginated page 29 of the case record.
- [8] Hutchison, D et al., The Law of Contract in South Africa 2nd ed (2012), page 6 – para 1.2.
- [9] 1924 AD 704.
- [10] 34 of 2005.
- [11] Constitution of the Republic of South Africa, Act 108 of 1996.
-

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/ZANCT/2025/12.html>

CASE PAGE <https://chat.esheria.ai/case-law/south-africa/williams-v-cell-unknown-topic-anct-2025--6a3ea51a3b1caa91298106e3>

Prepared on 10 October 2026 · Esheria