

**IN THE NATIONAL CONSUMER TRIBUNAL
HELD VIA ZOOM**

Case Number: **NCT/139503/2019/75(1)(b)**

In the matter between:

MAPULE MARYJOYCE MANGENA-MAROBELA

APPLICANT

and

**D & S AUTO ELECTRICAL SERVICE CENTRE (PTY) LTD
AND**

1ST RESPONDENT

DEAN WILLIAMS

2ND RESPONDENT

Coram:

Prof K Moodaliyar - Presiding Tribunal Member

Prof. T Woker - Tribunal Member

Mr. A Potwana - Tribunal Member

Date of Hearing: 21 February 2022

JUDGMENT AND REASONS

THE PARTIES

- 1 The Applicant is Mapule Maryjoyce Mangena-Marobela, an adult female person (“the Applicant”). The Applicant is a consumer as defined in section 1 of the Consumer Protection Act 68 of 2008 (“the CPA or the Act”). At the hearing, the Applicant was represented by Adv M Hugo, instructed by Van Eerden Rabie, Inc.
- 2 The First Respondent is D and S Auto Electrical Service Centre (“the First Respondent”), a private company specialising in auto and mechanical repairs and is duly registered and incorporated in terms of the company laws of South Africa. The

First Respondent has its principal place of business at the corner of Lenchen Avenue and Old Johannesburg Road, Hennospark, Centurion, Gauteng.

3. The Second Respondent is Dean Williams (“the Second Respondent”), who, according to the Applicant, is registered as the sole Director of the First Respondent.
4. At the hearing, there was no appearance by any representative on behalf of the First Respondent. The Second Respondent also did not appear. The Respondents did not file any answering affidavit opposing the application. The First and Second respondents are jointly referred to as “the Respondents”.

APPLICATION TYPE

5. This is an application in terms of Section 75(1)(b) of the Act. In this application, the Applicant, with leave granted by the Tribunal, seeks redress against the Respondent. The Applicant alleges breach of the Act because the Respondent allegedly failed to comply with the Applicant’s request regarding the repair and return of her vehicle in accordance with Section 54 of the Act.

HEARING IN DEFAULT

6. The application was filed with the Tribunal on 12 September 2019. It was initially served on both Respondents on 11 September 2019 via Postnet registered post. Condonation for the late filing of the application (outside the 20-day period after the notice of non- referral by the National Consumer Commission) was granted on 1 November 2019. The Registrar issued a Notice of filing to the parties on 4 November 2019. A Notice of set down was issued to all the parties on 27 August 2020 for the hearing of the application for leave to refer to be held on 22 September 2020. The hearing, however, could not proceed on the said date because the Tribunal was not satisfied that the application documents were properly served on the Respondents. The Applicant re- served the application documents on the Respondents on 9 October 2020.
7. In terms of Rule 13 of the Rules of the Tribunal, the Respondents had to respond to the application within 15 business days by serving an answering affidavit on the

Applicant. However, the Respondents failed to do so.

8. The Applicant did not file an application for a default order in terms of Rule 25(2) of the Tribunal Rules.
9. The Tribunal considered the leave to refer application and granted the application in a written judgment dated 9 November 2020.
10. The Applicant subsequently filed an application to submit a supplementary affidavit as the original affidavit did not explain the claim sufficiently. The Respondents never filed any answering affidavits in this matter and did not oppose the application to condone the filing of the supplementary affidavit. The Tribunal granted the order on 18 August 2021.
11. The Applicant sought to amend her prayers in paragraph 2, Part D of Form Tl. 73(3) & 75(1)(b) & 2 of the CPA, by filing an application in terms of Rule 15 of the Tribunal Rules and set out the amendments she sought in Part C of Form Tl.r15. The Respondents did not oppose the Rule 15 application. The Tribunal was satisfied that the Respondents received notice of the Rule 15 application and granted the order on 16 November 2021.
12. The Registrar issued a Notice of set down for the matter to be heard on 21 February 2022.
13. The Registrar correctly set the matter down for hearing on a default basis due to the closure of pleadings.
14. Rule 13(5) provides as follows:
“Any fact or allegation in the application or referral not specifically denied or admitted in the answering affidavit, will be deemed to have been admitted.”
15. Therefore, in the absence of any answering affidavit filed by the Respondents, the Applicant’s application and all the allegations contained therein are deemed to be admitted.
16. As the Tribunal was satisfied that the application was adequately served on the Respondents, the matter proceeded on a default basis.

BACKGROUND

17. The Applicant is a passenger transport business operator who experienced mechanical problems with one of her vehicles, a Mercedes Benz 23 sprinter 23-seater bus with vehicle registration number BK 39 HG GP.
18. The mechanical problem is related to the vehicle experiencing a loss of power when it reaches a speed of about 80 km/h.
19. The Applicant initially took the vehicle to Noise Boys, a company specialising in exhaust systems and operating its business at Henospark, Centurion.
20. Noise Boys reported that the vehicle experienced a non-starting problem before they could attend to it, and the Applicant was requested to come and fetch the vehicle.
21. The Applicant fetched the vehicle and towed it to the First Respondent. The First Respondent was informed of the non-starting problem and the loss of power problem when it reached a speed of about 80 km/h.
22. The First Respondent asked for the vehicle to be left at its premises to allow for an assessment and a quotation or an estimate to be made.
23. The Applicant's transport driver returned to the First Respondent a few days later and found that the non-starting problem had been resolved and the vehicle could start.
24. The First Respondent indicated that it could resolve the second problem of loss of power when the vehicle reached a speed of about 80 km/h.
25. The First Respondent undertook to repair the motor vehicle and issued a quotation for the sum of R10,740.00. The Applicant paid a deposit to the first Respondent in the sum of R5,400.00.¹ The invoice itemised services such as: 1x Diesel Valve at a price of R2 790; DPF R6 600 and Labour R450. There were no further terms and conditions stipulated in the invoice.

¹ Annexure "A1" – Invoice dated 11 May 2018.

26. It then became evident that the First Respondent could not resolve the loss of power complaint and even enquired where a used computer box could be purchased. There was, however, no further quotation issued for such costs or agreement reached that the First Respondent should perform repairs to such an extent.
27. The Applicant subsequently decided to personally visit the First Respondent. She found that (i) the motor vehicle was not in a drivable condition, and (ii) the work per the quotation that was issued was not completed.
28. The First Respondent only then presented a second quotation listing numerous items to which the Applicant objected and to which she had not agreed. This invoice was issued for the sum of R52,846.00.²
29. The First Respondent then offered a further invoice for which he would remove the computer box, thereby reducing the quotation by R20,000.00, leaving the vehicle for collection in an undrivable condition.
30. The parties could not find common ground in relation to the aforesaid dilemma, which prompted the Applicant to refer the matter to the Motor Industry Ombudsman of South Africa (MIOSA). The Applicant lodged a complaint on 16 August 2018 and received MIOSA's decision on 21 May 2019.
31. MIOSA's decision did not support the Applicant. MIOSA concluded that it was the Applicant who sourced the computer box, and because it did not have the correct components, the Respondent could not be held responsible if the vehicle could not be properly repaired. The Applicant rejected MIOSA's decision as she felt that she was not given the opportunity to respond to the First Respondent's submissions made to MOISA and learned of the content thereof only after the fact.
32. The Applicant subsequently filed a complaint with the National Consumer Commission (NCC). On 23 July 2019, the NCC issued a notice of non-referral. The NCC concluded that there was no basis for a complaint in terms of the Act because the First Respondent repaired the vehicle for non-starting as per the parties' agreement, and the computer box replacement was a separate repair issue which could not be included

² See Page 23 of the Tribunal Record.

in the non-starting issue. The First Respondent should not be held liable for the computer box replacement, which it did not source, and therefore the Commission did not pursue the matter.

33. The Applicant then elected to pursue a referral to this Tribunal and filed an application on 11 September 2019 in terms of section 75(1)(b) of the Act. The Applicant also applied for condonation for the late filing of the application. The Tribunal granted the unopposed condonation on 1 November 2019.

APPLICABLE SECTIONS OF THE ACT

34. Section 75(1)(b) of the Act reads as follows:

“If the Commission issues 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”.

35. The issue of the first quotation was in line with Section 15(2)(a) of the Act which states: *“A service provider to whom this section applies, must not charge a consumer for the supply of any goods or services contemplated in subsection (1) unless the supplier or service provider has given the consumer an estimate that satisfies the prescribed requirements, and the consumer has subsequently authorised the work.”*

36. Section 54 of the CPA deals with the Consumer’s rights to demand quality service. It states –

“(1) When a supplier undertakes to perform any services for or on behalf of a consumer, the consumer has a right to—

(a) the timely performance and completion of those services, and timely notice of any unavoidable delay in the performance of the services;

(b) the performance of the services in a manner and quality that persons are generally entitled to expect;

(c) the use, delivery or installation of goods that are free of defects and of a quality that persons are generally entitled to expect, if any such goods are required for performance of the services; and

(d) the return of any property or control over any property of the consumer in at least as good a condition as it was when the consumer made it available to

the

supplier for the purpose of performing such services, having regard to the circumstances of the supply, and any specific criteria or conditions agreed between the supplier and the consumer before or during the performance of the services.

(2) If a supplier fails to perform a service to the standards contemplated in subsection (1), the consumer may require the supplier to either—

(a) remedy any defect in the quality of the services performed or goods supplied;

or

(b) refund to the consumer a reasonable portion of the price paid for the services performed and goods supplied, having regard to the extent of the failure.”

THE HEARING

37. At the hearing, the Applicant reiterated that the motor vehicle was never repaired, and she was, at a later stage, presented with a further quotation /invoice. The Applicant stated that she objected to this second invoice since the services embodied therein were never agreed to.
38. The Applicant alleged that the First Respondent attempted to convince the Applicant to accept a portion of the additional services that were rendered. The Applicant did not accept this. The First Respondent suggested that they remove the computer box and reduce the quotation by R20,000.00 upon the Applicant then accepting delivery of the motor vehicle in a non-drivable condition.
39. After she rejected the second quotation, the Applicant enquired about the whereabouts of the motor vehicle as she could not find it at the first Respondent's premises.
40. The first Respondent explained that the motor vehicle was handed over to Abandonment Solutions.³

³ Pg 36 of the Tribunal Record.

41. The Applicant explained further that the First Respondent's conduct established prohibited conduct in giving up possession and custody of the motor vehicle. The First Respondent was, furthermore, cognizant of the fact that the motor vehicle had not been abandoned and that it was not collected as a result of the dispute. The Applicant, in this respect, referred to the provisions of section 65 of the CPA.

42. Section 65(2) of the CPA provides as follows:

“When a supplier has possession of any prepayment, deposit, membership fee, or other money, or any other property belonging to or ordinarily under the control of a consumer, the supplier-

- (a) must not treat that property as being the property of the supplier;*
- (b) in the handling, safeguarding and utilisation of that property, must exercise the degree of care, diligence and skill that can reasonably be expected of a person responsible for managing any property belonging to another person; and (c) is liable to the owner of the property for any loss resulting from a failure to comply with paragraph (a) or (b).”*

43. The Applicant had filed a supplementary affidavit dealing with the relief sought as the Respondents no longer possess her vehicle. This accordingly also impacts the relief she is seeking. The First Respondent has consequently become either unwilling or unable to return her motor vehicle.

44. In addition, the Applicant confirms that neither she nor her driver ever bought a computer box or authorised the installation thereof, or even made arrangements with any supplier for such to be collected or purchased. She also confirms that she never authorised the second invoice.

45. The Applicant explained that on about 27 August 2019, after being informed by the Second Respondent that the motor vehicle was handed over to Abandoned Solutions, she made telephonic contact with Abandoned Solutions. The Applicant was required to provide to Abandonment Solutions her certificate of registration, which she did. She, however, never heard from them again. The Applicant's attorneys of record, on 23 October 2020, received an email from

Abandoned Solutions stating that they were no longer in possession of the motor vehicle.

46. The Applicant submits that the only probable inference consistent with the proven facts is that the First Respondent handed the motor vehicle over to Abandoned Solutions. The further particulars hereof, especially the monetary benefit that the First Respondent had gained, is unknown to the Applicant.
47. The Applicant states that this situation causes a direct loss, as quantified by a consultant at Mercedes Benz, Centurion. The value of her motor vehicle amounted to R190,100.00 and retailed for R188,000.00 in November 2020. The First Respondent is in no position to return the vehicle to her. As such, the Applicant states that she has suffered damages and seeks an order for the Tribunal to compel the Respondent to pay damages to her in the aforesaid amount in terms of section 147(2)(b) of the National Credit Act (the NCA).
48. In addition to the main relief prayed for, at the hearing, the Applicant's counsel also requested that the Tribunal issue an administrative fine against the Respondents for their conduct and prayed for costs to be awarded in favour of the Applicant.

ISSUES TO BE DECIDED

49. The Tribunal has to decide whether the Applicant is entitled to claim damages for the value of the vehicle as this vehicle is no longer in possession of the Respondent.
50. The Tribunal must decide whether to impose an administrative penalty on the Respondents and whether the Applicant is entitled to costs under the circumstances.

CONSIDERATION OF MERITS

51. The Applicant genuinely believed that the First Respondent would be able to repair her vehicle after she experienced a loss of power. The Applicant was given an initial quote of R10 740, and she paid a deposit of R5400. A few weeks after she delivered the vehicle to the First Respondent, the First Respondent informed the Applicant that

the

loss of power problem had been resolved. This, however, upon inspection, turned out to be incorrect.⁴

52. The First Respondent promised to “*take another look*” but never provided the Applicant, represented through her driver, any updates. This was despite the Applicant’s driver making numerous follow-up requests.
53. The First Respondent then started raising the need for a new computer box. Without the Applicant’s approval or authorisation, the First Respondent replaced the computer box.
54. It appears that on 8 August 2018, the First Respondent informed the Applicant that the motor vehicle had not been fixed and that there was an issue relating to money.
55. The First Respondent eventually issued a second invoice in the amount of R52 846 and then referred to two options – (i) removal of the computer box with a discount of R20,000.00 however, the vehicle would not be in a working condition, or (ii) payment of the second invoice and return of the motor vehicle in a running condition.
56. The Applicant confirmed that neither she nor her driver ever bought a “computer box” or authorised the installation thereof, or even made arrangements with any supplier for such to be collected or purchased. She also confirmed that she never authorised the second invoice.
57. The Respondents are not in possession of the Applicant’s vehicle as it was given or sold to Abandonment Solutions.
58. It is evident that the First Respondent’s only quotation and authorised work would be as reflected in the first invoice. The further work undertaken by the First Respondent, with the inclusion of acquiring a “computer box” and installing such, was never authorised. The First Respondent did not receive approval or authorisation from the Applicant for the second invoice and related services.

⁴ Pg 202 of the Tribunal Record.

59. As the matter was still in dispute, the First Respondent remained under an obligation to safeguard the motor vehicle. The First Respondent did not have any authorisation to give possession of the motor vehicle to a third party, in all probability, Abandoned Solutions.
60. It appears at this stage that neither the First Respondent nor such third party can return the motor vehicle to the Applicant.
61. The Respondents have chosen not to participate in these proceedings, and there is no evidence, documentary or otherwise, to the contrary provided to the Tribunal.
62. On a side note, the Tribunal considered whether the Respondent could have been entitled to a *lien* on the vehicle and the implications. *Brooklyn House Furnishers v Knoetze and Sons*⁵ regard a lien as a defence against an owner's *rei vindicatio*. A lienholder has the capacity to withhold control over an owner's thing until the owner has satisfied her debts to the lienholder.⁶ The law provides a defence to the lienholder to protect this capacity. When an owner claims her "thing" with the *rei vindicatio* the lienholder can rely on her capacity to withhold.
63. The Respondents may have had the right to retain the property pending the resolution of the dispute. But they did not have the right to dispose of the property.⁷
64. We do not have any evidence or defence from the Respondents regarding what their rights were. They should have appeared before the Tribunal to explain why they thought they acted lawfully in disposing of the property under the common law of a lien, and they did not⁸. Instead, the Respondents chose not to participate in these hearings or provide any explanation or defence.
65. It appears that there was an arbitrary deprivation of the Applicant's property. Her property was alienated without any resolution of the dispute or court order.

⁵ 1970 3 SA 264 (A) 27.

⁶ *United Building Society v Smookler's Trustees and Galoombick's Trustees* 1906 TS 623 at 627-628.

⁷ *Andre Steenkamp v Bradbury's Commercial AutoBody CC* High Court of South Africa, Limpopo Division, Polokwane, case no 2882/2019 and 23/1/2020. See M. Wiese, 'The nature of a lien in South African Law' *PERJ* 2014 (17)6 at 2539.

⁸ See *ABSA Bank Limited v Cornelius Johannes Jacob Storm and John Morrison Panelbeaters And Spraypainters CC*, North Gauteng High Court Pretoria, case no: 67427/2011 decided 1/02/2013.

66. The Tribunal finds that the Respondents have contravened the aforesaid applicable sections of the Act and therefore committed prohibited conduct.

REIMBURSEMENT

67. This Tribunal may, in terms of section 150 of the NCA, make various orders in relation to prohibited conduct. Section 150 on the NCA states -

“In addition to its other powers in terms of this Act, the Tribunal may make an appropriate order in relation to prohibited conduct or required conduct in terms of this Act, or the Consumer Protection Act, 2008, including-

- (a) declaring conduct to be prohibited in terms of this Act;*
- (b) interdicting any prohibited conduct;*
- (c) imposing an administrative fine in terms of section 151, with or without the addition of any other order in terms of this section;*
- (d) confirming a consent agreement in terms of this Act or the Consumer Protection Act, 2008 as an order of the Tribunal;*
- (e) condoning any non-compliance of its rules and procedures on good cause shown;*
- (f) confirming an order against an unregistered person to cease engaging in any activity that is required to be registered in terms of this Act;*
- (g) suspending or cancelling the registrant’s registration, subject to section 57 (2) and (3);*
- (h) requiring repayment to the consumer of any excess amount charged, together with interest at the rate set out in the agreement; or*
- (i) any other appropriate order required to give effect to a right, as contemplated in this Act or the Consumer Protection Act, 2008.”*

68. The Tribunal has taken into consideration the conduct of the Respondents towards the Applicant. The Respondents were in a position of power to give the Applicant some relief, and they refused to engage with her or participate in the Tribunal hearing.

69. The Applicant wishes to be reimbursed for the cost of the vehicle that she no longer has in her possession due to the Respondents’ actions. At this point, the Applicant is unaware of where her vehicle is. Section 65(2)(c) of the Act provides that a supplier

is liable to the owner of property for any loss resulting from a failure to comply with

sections 65(2)(a) or (b) of the Act. The Applicant seeks relief based on these provisions and this precedes a declaration of the extent of such damages, for purposes of section 75(4)(b) of the Act, read together with Section 150 and 151 of the NCA .

70. The Applicant indicated that direct loss suffered as quantified by a Mercedes Benz consultant was R190 100, being the trade value of her vehicle in 2018, and she provided that the retail value was R188 000. Considering that the Applicant did not intend to sell her vehicle at the time, we shall focus on the trade value.
71. The Tribunal has considered that:
- 71.1 In terms of section 15(2)(a) of the Act: the First Respondent's failure to provide to the Applicant an estimate relating to the second invoice, dated 31 August 2018;
 - 71.2 In terms of section 54(1)(a) of the Act: the First Respondent's failure to render timely performance and completion of services in respect of work in relation to the first invoice;
 - 71.3 In terms of section 54(1)(d) of the Act: the First Respondent's failure to return the motor vehicle to the Applicant;
 - 71.4 In terms of section 65(2)(a) of the Act: the First Respondent treating the Applicant's motor vehicle as its own property;
 - 71.5 In terms of section 65(2)(b) of the Act: the First Respondent's failure, in handling, safeguarding and utilisation of the motor vehicle, to exercise the degree of care, diligence and skill that could reasonably have been expected from a person responsible for managing the property belonging to another person.
72. In the aforesaid, the Tribunal believes that the Applicant is entitled to be reimbursed for the value of her vehicle based on the trade value of R190 100.

ADMINISTRATIVE PENALTY

73. The Applicant prayed for an administrative penalty to be awarded against the Respondents.

74. Section 151 of the NCA states -

- “(1) The Tribunal may impose an administrative fine in respect of prohibited or required conduct in terms of this Act, or the Consumer Protection Act, 2008.*
- (2) An administrative fine imposed in terms of this Act, or the Consumer Protection Act, 2008, may not exceed the greater of—*
- (a) 10 per cent of the Respondent’s annual turnover during the preceding financial year; or*
 - (b) R1 000 000.*
- (3) text’s When determining an appropriate fine, the Tribunal must (emphasis added) consider the following factors:*
- (a) The nature, duration, gravity and extent of the contravention;*
 - (b) any loss or damage suffered as a result of the contravention;*
 - (c) the behaviour of the respondent;*
 - (d) the market circumstances in which the contravention took place;*
 - (e) the level of profit derived from the contravention;*
 - (f) the degree to which the Respondent has co-operated with the National Credit Regulator, or the National Consumer Commission, in the case of a matter arising in terms of the Consumer Protection Act, 2008, and the Tribunal; and*
 - (g) whether the Respondent has previously been found in contravention of this Act, or the Consumer Protection Act, 2008, as the case may be.”*

75. The Applicant’s case for an administrative penalty was not properly made out before the Tribunal. We have not been guided as to the factors we need to take into account, and the Applicant did not bring evidence regarding the nature, duration, gravity and extent of the contravention, for example.

76. We, therefore, do not have sufficient facts before us to impose an administrative penalty.

77. In addition, the Tribunal believes that the reimbursement of R190 100 is sufficient deterrence.

COSTS

78. The Applicant has prayed for a cost order to be made against the Respondents should her application be successful. Section 147 of the NCA specifically provides for a cost order to be made under the circumstances as follows –

“(1) Subject to subsection (2), each party participating in a hearing must bear its own costs.

(2) If the Tribunal—

(a) has not made a finding against a respondent, the member of the Tribunal presiding at a hearing may award costs to the respondent and against a complainant who referred the complaint in terms of section 141 (1) or section 75 (1) (b) of the Consumer Protection Act, 2008, as the case may be; or

(b) has made a finding against a respondent, the member of the Tribunal presiding at a hearing may award costs against the respondent and to a complainant who referred the complaint in terms of section 141 (1) or section 75 (1) (b) of the Consumer Protection Act, 2008, as the case may be.”

79. The general rule is that in the absence of special circumstances, a successful litigant is entitled to his or her costs.⁹

80. It should be noted, however, that in this Tribunal’s proceedings, the ‘costs’ awarded to a successful litigant are, very rarely, the actual costs incurred by the litigant in prosecuting, or defending, the claim.

81. *In Amith Kedhar Singh V Motor Finance Corporation, A Division Of Nedbank Limited*, the Court held that *“the Tribunal must also guard against the NCA and the Tribunal being used as a tool to manipulate the process and purpose for which the Tribunal was*

⁹ *Fripp v. Gibbon & Co* 1913 AD 354.

*designed. Section 147 envisaged this possible situation and therefore provides for an appropriate cost order to be made.”*¹⁰

82. The Applicant wants the Tribunal to consider the fact that the Applicant cannot currently recover her vehicle. The fact that her vehicle was removed was also something she had to discover as the process went along. The First Respondent did not bother to inform either the Applicant or this Tribunal about this history and reasons for the motor vehicle's disposal.
83. The matter was uncontested. There was no effort by the Respondents to put up a version or defence. The Respondents have not taken the Tribunal into their confidence, particularly in circumstances where there have been numerous applications that the Applicant has made to the Tribunal in this matter. It is also evident that the applications were served correctly, and the Respondents had knowledge of these proceedings. The Respondents' behaviour has been so egregious that it warrants the issue of a cost order. Had it not been for the Respondents' conduct, the Applicant would not have appeared before the Tribunal. The Respondents' non-response undermines the Tribunal's legitimacy and authority.¹¹ Viewed cumulatively, the Respondents' conduct warrants the imposition of a cost order. The Tribunal must therefore take a stand in this particular matter to send a clear message to the Respondents.
84. The Tribunal will therefore make a cost order against the Respondents in accordance with section 147(2) of the NCA.

ORDER

85. Accordingly, for the reasons set out above, the Tribunal makes the following order:

¹⁰ See *Amith Kedhar Singh V Motor Finance Corporation, A Division Of Nedbank Limited* NCT/94274/2017/141(1) where it was held that: *“the aim of the Tribunal is to always jealously guard the right of a complainant to approach the Tribunal freely. This is in accordance with the objectives and aims of the NCA. The Tribunal therefore generally follows the principle that each party must pay its own costs irrespective of the finding made.”*

¹¹ *Secretary of the Judicial Commission of Inquiry into Allegations of State Capture, Corruption and Fraud in the Public Sector including Organs of State v Zuma* CCT52/21 [2021] ZACC 18; 2021 (9) BCLR 992 (CC); 2021 (5) SA 327 (CC) (29 June 2021).

85.1 The First and Second Respondents are jointly and severally, the one paying the other to be absolved, ordered to pay the Applicant the trade value of the vehicle in the amount of R 191 100 (one hundred and ninety-one thousand, one hundred Rand) on or before 15 December 2022; and

85.2 The First and Second Respondents are jointly and severally, the one paying the other to be absolved, ordered to pay the Applicant's taxed costs on a Party and Party scale and according to the High Court tariff on or before 15 December 2022.

DATED ON THIS 24 DAY OF JUNE 2022.

K MOODALIYAR
PRESIDING MEMBER

Prof. T Woker (Tribunal Member) and Mr A Potwana (Tribunal Member) concur.

Authorised for issue by The National Consumer Tribunal

National Consumer Tribunal

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