



LIMPOPO PROVINCE
LIMPOPO PROVINSIE
XIFUNDZANKULU XA LIMPOPO
PROFENSE YA LIMPOPO
VUNDU LA LIMPOPO
IPHROVINSI YELIMPOPO

**Provincial Gazette • Provinsiale Koerant • Gazete ya Xifundzankulu
Kuranta ya Profense • Gazethe ya Vundu**

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(Yi rhijistariwile tanihi Nyuziphepha)

(E ngwadisitšwe bjalo ka Kuranta)

(Yo redzhistariwa sa Nyusiphepha)

POLOKWANE,

Vol. 21

Extraordinary

**Ku katsa na Tigazete to
Hlawuleka hinkwato**

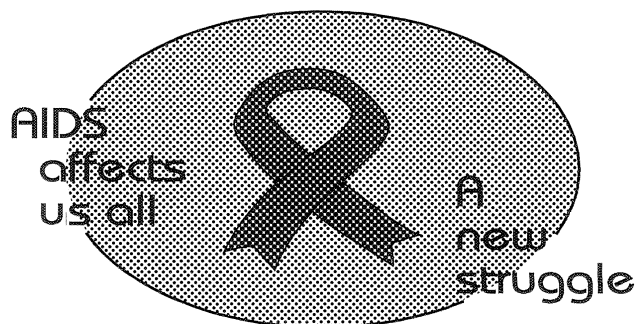
10 OCTOBER 2014
10 OKTOBER 2014
10 NHLANGULA 2014
10 OKTOBERE 2014
10 TSHIMEDZI 2014

No. 2430

Buitengewoon

**Hu tshi katelwa na
Gazethe dza Nyingo**

We all have the power to prevent AIDS



Prevention is the cure

**AIDS
HELPLINE**

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DEPARTMENT OF HEALTH

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GENERAL NOTICES

GENERAL NOTICE 370 OF 2014

**NOTICE IN TERMS OF SECTION 21(3) OF CONSUMER AFFAIRS
(UNFAIR BUSINESS PRACTICES) ACT 8 OF 1996 AS AMENDED.**

**IN THE CONSUMER AFFAIRS COURT FOR THE PROVINCE OF LIMPOPO HELD
AT POLOKWANE**

In the matter between:

CASE NO. LCC 72/01/14

RADZILANI AZWIHANGWIZI CALVIN

COMPLAINANT

AND

LUXURY TECH CC

RESPONDENT

**NEGOTIATION OF ARRANGEMENT IN TERMS OF SECTION 11 (1) (b) OF THE
CONSUMER AFFAIRS ACT 8, 1996 AS AMENDED**

1. **WHEREAS**, the Parties have agreed that an agreement exist between the consumer and respondent with regard to the vehicle, Mercedes Benz C200 with registration No. FGR 816 NW
2. **WHEREAS**, they both agree that the vehicle has defects
3. **WHEREAS**, the parties agree that the agreement they entered into on 01 March 2012 is hereby replaced by this arrangement
4. **AND WHEREAS**, the parties have agreed to settle and resolve the matter and acknowledge that this arrangement is final settlement of the matter.
5. **NOW THEREFORE THE PARTIES AGREE AS FOLLOWS, SUBJECT TO
CONFIRMATION BY THE COURT IN TERMS OF SECTION 21 OF THE ACT:**

1.

That the respondent will collect the vehicle from the complainant's residence at Stand No. D5038 Phadzima (Nzhelele), Makhado Municipality at no cost to the complainant.

2.

That the respondent will repair the vehicle at no cost to the consumer.

3.

That the respondent will inform the consumer once the car is repaired and drivable.

4.

That the consumer will collect the vehicle from the respondent's premises once satisfied with repairs

5.

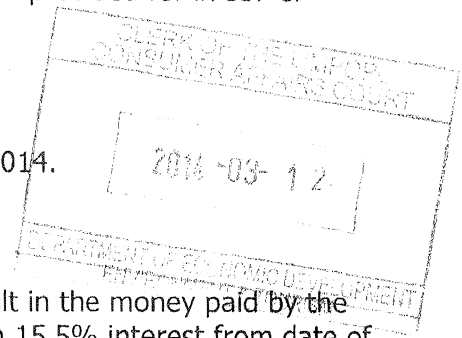
That the repairs will carry a three (3) months warranty as provided for in s57 of Consumer Protection Act of 2008, Act No 68 of 2008

6.

That all of the above will be completed by the 30 April 2014.


8.

Failure by respondent to comply with this order will result in the money paid by the consumer to the respondent being immediately due with 15,5% interest from date of default.

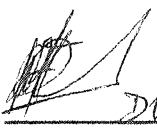


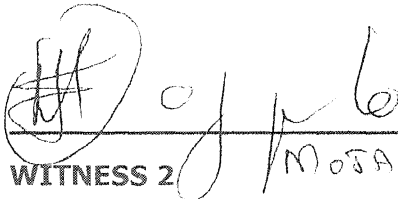
SIGNED ON THIS 13 OF MARCH 2014 AT POLOKWANE


COMPLAINANT


RESPONDENT

**REPRESENTED BY: MR VICTOR WESSELL
IN HIS CAPACITY AS DEALER PRINCIPAL**


WITNESS 1


WITNESS 2


CHAIRPERSON OF THE CONSUMER AFFAIRS COURT

13 03 2014
DATE

GENERAL NOTICE 371 OF 2014

**NOTICE IN TERMS OF SECTION 21(3) OF CONSUMER AFFAIRS
(UNFAIR BUSINESS PRACTICES) ACT 8 OF 1996 AS AMENDED.**

**IN THE CONSUMER AFFAIRS COURT FOR THE PROVINCE OF LIMPOPO HELD
AT POLOKWANE**

CASE NO. LCCSA/06/13

In the matter between:

MR RATLABALA NGOAKO SIMON

CONSUMER

AND

SIPHO TRANSPORT

RESPONDENT

**(REPRESENTED BY MR MATHOBO FROM MATHOBO RAMBAU & SIGOGO
ATTORNEYS)**

**NEGOTIATION OF ARRANGEMENT IN TERMS OF SECTION 11 (1) (b) OF THE
CONSUMER AFFAIRS ACT 8, 1996 AS AMENDED**

1. **WHEREAS**, the Parties agreed that the Consumer purchased a motor vehicle to wit a Nissan heavy load truck tractor bearing registration number **BDB 894 L** in the amount of **R190.000**, which amount was fully paid into the bank account of the Respondent; **and**
2. **WHEREAS**, both parties agree further that the motor vehicle was subsequently delivered to the Consumer and Respondent retained the registration documents of the motor vehicle; **and**
3. **WHEREAS**, both parties agree that as a result of the motor vehicle not being licensed and subsequent deregistration of the motor vehicle on the 09th of January 2012, there were costs incurred by the Respondent in the amount of **R11896.70**, which costs were incurred towards the licensing of the motor vehicle in question; **and**

**CONSUMER AFFAIRS
COURT**

Lm G
MFC

4. NOW THEREFORE THE PARTIES AGREE AS FOLLOWS; SUBJECT TO CONFIRMATION BY THE COURT IN TERMS OF SECTION 21 OF THE ACT:

1.

Without any admission of liability and or prejudice to the any of the parties 's rights, the parties agree that the Consumer shall pay a total amount of **R7500.00** to the Respondent within the period of 15 days from the date of signing this agreement

As full and final settlement.

2.

The amount of **R7500.00** as mentioned in 4.1 above shall be paid directly into the trust account of Mathobo, Rambau & Sigogo Attorneys which details are mentioned below:

Trust Account Holder	:	Mathobo, Rambau, Sigogo
Name of Bank	:	Absa Bank
Trust Account number	:	4051125297
Branch code	:	63005

3.

Upon payment of the **R7500.00** the Respondent shall hand over all the necessary transfer papers and original registration certificate of the motor vehicle in question to the Consumer within the period of 5 days from the date of payment.

4.

That the agreement between the parties shall cease to exist upon delivery and or collection of all the above mentioned documents.

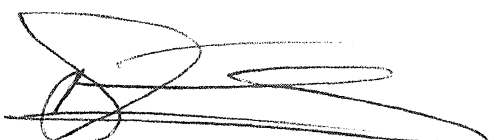
5.

That the Parties agree that this arrangement be made a final order of the Consumer Affairs Court.

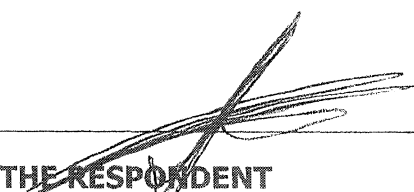
SIGNED ON THIS THE 06th DAY OF FEBRUARY 2014 AT POLOKWANE

**CONSUMER AFFAIR
COURT**

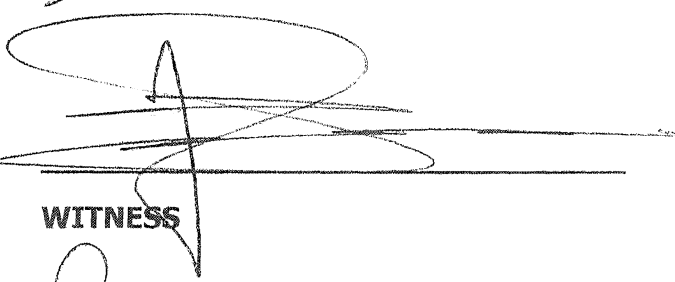
LMG
MES




CONSUMER




THE RESPONDENT



WITNESS


**CONSUMER PROTECTOR/ THE
PERSON DESIGNATED BY THE
CONSUMER PROTECTOR**



**CHAIRPERSON OF THE CONSUMER
CONSUMER/ A PERSON DESIGNATED
BY THE CHAIRPERSON**

**CONSUMER AFFAIRS
COURT**

GENERAL NOTICE 372 OF 2014

NOTICE IN TERMS OF SECTION 21(3) OF CONSUMER AFFAIRS
(UNFAIR BUSINESS PRACTICES) ACT 8 OF 1996 AS AMENDED.

**IN THE CONSUMER AFFAIRS COURT FOR THE PROVINCE OF LIMPOPO HELD
AT POLOKWANE**

In the matter between: **CASE NO. LCC 62/09/13**

NKWANA HLABAKAKGWEDI PHILLMON **COMPLAINANT**

AND

ADVOCATE RP NDLEVE **RESPONDENT**

**NEGOTIATION OF ARRANGEMENT IN TERMS OF SECTION 11 (1) (b) OF THE
CONSUMER AFFAIRS ACT 8, 1996 AS AMENDED**

1. **WHEREAS**, the Parties have agreed that an agreement exist between the consumer and respondent with regard to the services in question,
2. **WHEREAS**, they both agree that the services were not rendered
3. **WHEREAS**, the parties agree that the agreement they entered into in January 2011 is hereby replaced by this arrangement
4. **AND WHEREAS**, the parties have agreed to settle and resolve the matter and acknowledge that this arrangement is final settlement of the matter.
5. **NOW THEREFORE THE PARTIES AGREE AS FOLLOWS, SUBJECT TO
CONFIRMATION BY THE COURT IN TERMS OF SECTION 21 OF THE ACT:**

1.

That the respondent will refund to the complainant the amount of **R6 000.00** on Monday the 14th of October 2013

2.

That the amount will be in full settlement of money owed to the complainant

3.

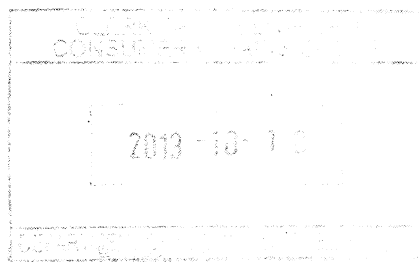
That the payment will be in a form of a cheque to be collected from respondent by complainant, or alternatively transferred to the following account:

Name : Nkwane HP

Bank : ABSA

Acc. : 1368590343

Type : Savings



4.

Failure by respondent to comply by the given time will result in the amount owed being immediately due with interest at 15,5% p.a, and

Entitle the complainant to approach the sheriff for attachment.


SIGNED ON THIS 10th DAY OCTOBER 2013 AT POLOKWANE


COMPLAINANT

R. Ribgale
on behalf of Advocate
Ndeve
RESPONDENT


WITNESS 1

R. Moreso
WITNESS 2


CHAIRPERSON OF THE CONSUMER AFFAIRS COURT

10.10.2013
DATE

GENERAL NOTICE 373 OF 2014

**NOTICE IN TERMS OF SECTION 21(3) OF CONSUMER AFFAIRS
(UNFAIR BUSINESS PRACTICES) ACT 8 OF 1996 AS AMENDED.**



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
ECONOMIC DEVELOPMENT, ENVIRONMENT & TOURISM

IN THE CONSUMER AFFAIRS COURT FOR THE PROVINCE OF LIMPOPO

HELD AT POLOKWANE

IN THE MATTER BETWEEN

MALATSI MATOBODI PATRICIA
AND
ELMAR AUTO

CASE NO. LLC61/07/13

COMPLAINANT

RESPONDENT

JUDGMENT

DATE

12 DECEMBER 2013

CORAM:

PATRICK NTAKUSENI ACE VELE NDOU (CHAIRPERSON)

LETSOALO SH (DEPUTY CHAIRPERSON)

MS. MALATJI CS (MEMBER)

MR M I MANGENA (ALTERNATE MEMBER)

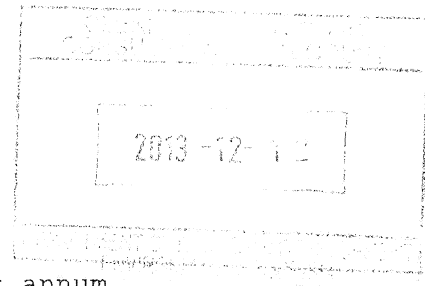
FOR THE CONSUMER PROTECTOR

MR MOTIMELE FDV

INTRODUCTION

The Respondent was duly represented by the firm Kruger, Nagel and De Jager Inc. and the Consumer by Mr FDV Motimele from the office of the Consumer Protector.

In this matter the Consumer prayed for an order in the following terms:



- a) Cancellation of the contract
- b) Interest at the rate of 15.5% per annum
- c) Further and/or alternative

FACTS OF THE CASE

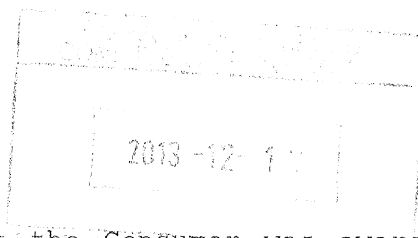
Ms MP MALATSI (hereinafter referred to as the Complainant) entered into an agreement with ELMAR AUTO (hereinafter referred to as the Respondent) on the 20th day of June 2012 in terms of which she purchased a HYUNDAI TERRACAN at the Respondent's place of business in MODIMOLLE. Complainant applied for and received finance from NEDBANK in the amount of R120, 000. This was approved on the 25th June 2012. She could however not take possession of the vehicle as she was informed that the starter was defective and had to be repaired. The motor vehicle was collected on the 14th July 2012 and had a break down at GASEMOLA between MODIMOLLE and JANE FURSE.

It is common cause that the Respondent provided the Consumer with a limited warranty which was valid for 30 days from delivery or 1000 km after delivery, whichever came first. The dealer warrantee further provided that faults reported to the seller within the first 5 days after delivery would be reviewed and addressed. It would however be the responsibility of the customer to pay for the parts required to fix the said faults and the Respondent would only pay for labour. The dealer warrantee was given on the day of collection of the motor vehicle on the 14th July 2012.

The Respondent was accordingly informed about the breakdown. The motor vehicle was thereafter towed back to MODIMOLLE by the Respondent. It has from that date until today been in his possession. The COMPLAINANT is paying monthly instalments to the financing institution, i.e. NEDBANK.

DEFENDANT'S ARGUMENTS

According to the defendant, the motor vehicle was marketed and sold as a second hand (used) vehicle. At the conclusion of the delivery the parties entered into a dealer warrantee referred to above which was signed by the Complainant. A further two year warrantee was issued by SA WARRANTIES at an additional cost of R6 675.50.



It was further argued that the Consumer was aware that she was purchasing a used vehicle with 116 000 km on the clock and that possible breakdowns were anticipated, hence the additional warrantee. Mr McKenzie ELMAR AUTO'S sales consultant testified that the breakdown of the vehicle was caused by a sudden drop in oil pressure which was due to a mechanical breakdown. He further testified that no one could have suspected or known if such a mechanical fault existed or when it would have occurred.

According to him, he arranged for the vehicle to be towed in on the day of the breakdown and had the vehicle repaired. The Complainant was advised that it was ready for collection but she refused to collect same. The Respondent had repaired the vehicle at own cost and thereafter tendered same to the Complainant.

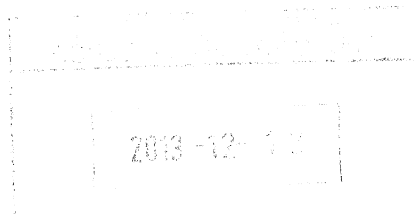
According to the Respondents, the Consumer had not notified them in writing that she was cancelling the contract. Respondent further submits that the Complainant does not want to accept the repaired vehicle because she has already purchased another vehicle. The starter was repaired before the motor vehicle underwent a roadworthy test on the 13th July 2012.

It was further contended that it is not legally possible for the court to order cancellation of the contract or to order the repayment of any monies by the Respondent to the Complainant and that the vehicle be returned to the Consumer fully repaired.

COMPLAINANT 'S ARGUMENTS

It was contended on behalf of the Consumer that an amount of R10 000.00 was paid as a deposit. The Complainant thereafter applied for and received finance from NEDBANK in the amount of R120 000.00. Despite the fact that finance was obtained and approved by NEDBANK on the 25th June 2012, the Complainant's request to take possession of the vehicle could not be realised as she was informed that the vehicle was undergoing repair of the starter. The vehicle was only ready for collection on the 14th July 2012. Although the Consumer Protector contended that most engine parts were repaired just before collection, no evidence was led as to which engine components were repaired. According to the Respondent, only the starter was repaired.

It was further argued that, the fact that there was a breakdown shows that the vehicle was not in a good state at the time of purchase by the Consumer which is a contravention of S 55(2)(a), (b) and (c) of the Consumer Protection Act.



It is the Respondent's contention that the 30 days or 1000 kilometers limited dealer warrantee seeks to exclude the provision of S56 and is in a contravention of S51 (1)(a)(i)(ii);b(i)(ii)(iii) and (iv)(bb) of the Act.

According to the Consumer Protector, the Complainant expressly informed the Respondent by notice which the Respondent received on the 9th of September 2012 that she is no longer interested in the vehicle and that as such, the contract must be cancelled and money paid refunded. It was argued that by doing so, the Consumer was exercising her rights in terms of section 56 (2)(b) and that the Respondent refused to refund the Complainant.

It was further argued and contended on behalf of the Consumer that the Respondent's defence that the motor vehicle was purchased with higher mileage and that the latter would normally have unforeseeable mechanical problems is unacceptable and should be dismissed as the law imposes an obligation on the Respondent to ensure quality of the goods sold to Consumers in terms of section 55 of the Act.

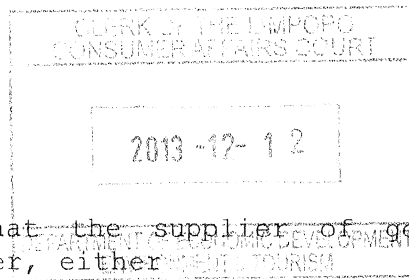
It was submitted that the signing and acceptance of the pre-delivery inspection report that the vehicle was in good order should not be used against her due to the fact that she did not have any mechanical experience and further that she did not conduct mechanical testing and inspection on the vehicle.

It is indeed a fact that the law imposes a duty upon the supplier of goods to provide quality goods that are safe. Section 55 (2) states that every Consumer has a right to receive goods that are:

- a) Reasonably suitable for the purpose for which they are generally intended;
- b) Of good quality, in good working order and free of any defects
- c) Will be usable and durable for a reasonable period of time, having regard to the use for which they would normally be put and to all surrounding circumstances of their supply;

In terms of Section 56 (1) of the Consumer Protection Act 68 of 2008, there is an implied provision and warrantee by amongst others, the distributor and/or retailer that the goods supplied comply with the requirements of Section 55 of the Act.

Section 56 (2) provides that the Consumer may within six months after delivery of any goods to him/her return the goods to the supplier's free of risk or expense if the goods fail to satisfy the requirements and standards contemplated in Section 55.



It is there stated that the supplier of goods must at the direction of the Consumer, either

- a) Repair or replace the failed, unsafe or defective goods; or
- b) Refund to the Consumer the price paid for the goods.

It is imperative that when parties enter into an agreement, the goods provided by the supplier should be of good quality. The Act imposes this duty and an obligation upon supplier goods. Mr Visser who appeared on behalf of the Respondent was asked whether the motor vehicle which is the goods in this particular instance could be said to have been of good quality. His answer was; "no I don't believe so". See (P50 of the record of the proceedings of the 31st October 2013).

Items in the delivery and acceptance form, amongst others the gearbox and engine were marked "good" without proper mechanical checks and tests having been done. The Dealer assumed that certain engine components were in good working condition.

From the very beginning, there were indications that the car was not in good condition. Complainant's application for finance was approved on the 25th June 2012, and yet it took the Respondent 19 (NINETEEN) days to have it ready for delivery. Parts ordered are delivered by courier overnight. Fitting a starter is not a two hour job. No reasonable explanation was given as to why it took them so extraordinarily long to have the car ready. The suspicion and doubt is created that there may have been other problems with the car.

On collection, reservations were raised by the Complainant's father as to the quality of the goods. He knew about cars and he told the Respondent that they should not go ahead with the deal. Respondent convinced him. After having taken 19 days to be repaired the motor vehicle broke down two hours later after having travelled less than 159 KM. This time, the whole engine had to be done. The Complainant does not have experience with cars. She did not even have a licence when the motor vehicle was purchased.

After the breakdown the Consumer again made it clear that she is not happy with the quality of the goods and that the contract should therefore be cancelled. The Respondent argues that the cancellation should have been in writing. They do not however, deny knowledge of the Complainant's intention to cancel the contract.

The purpose of the clause "in writing" is to make the Respondent aware of the Complainant's intention to cancel the contract. It would under the circumstances be unjust to disregard the Complainant's declaration of intent simply because it was not in writing.

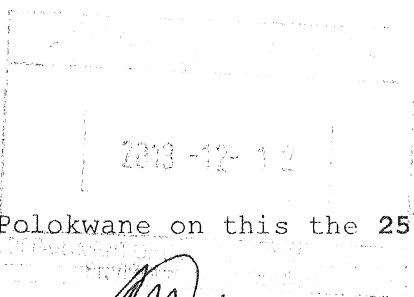
The quality of the merchandise is of utmost importance. It must serve the purpose for which it was intended. There is a duty imposed upon a seller to ensure that the vehicle he sells serves the purpose. Respondent's legal representative conceded that it would be possible for the Respondent to sell the car and "to recover the losses"

Based on the above submissions and evidence, the court is satisfied that the rights of the Consumer in S55 (2)(a), (b) and (c) have been infringed.

The Complainant was therefore entitled to exercise her rights in terms of S56, (2) (b) because she was not happy with the quality of the goods and the court is also satisfied that the quality of the merchandise left much to be desired. Two Consecutive electrical and mechanical problems is a serious worrying factor.

The Court therefore makes the following order:

- a) That the Contract entered into by and between the Complainant and Elmar Auto be cancelled.
- b) That the amount of R10 000.00 paid as a deposit together with the amount of R120 000.00 paid to the Respondent by NEDBANK be refunded to the Complainant;
- c) That the Respondent should keep the HYUNDAI TERRACAN which is in any event already in his possession.
- d) That interest be charged on the amount of R130 000.00 at the rate of 15.5% per annum from the 20th June 2012 to date of final payment.
- e) That the total instalments paid by the Complainant to NEDBANK be calculated from the inception of the contract to date of settlement and refunded to her by the Respondent. To date the total amount of instalments paid is R51 576 calculated from the 1st of October 2012 to the 31st of December 2013.



Dated at Polokwane on this the 25th day of July 2013.

1.

PATRICK NTAKUSENI.VELE NDOU

CHAIRPERSON

2. I concur

MR. LETSOALO SH (CHAIRPERSON)

3. I concur

MS MALATJI SS (MEMBER)

4. I concur

MR M I MANGENA (ALTERNATE MEMBER)

GENERAL NOTICE 374 OF 2014

**NOTICE IN TERMS OF SECTION 21(3) OF CONSUMER AFFAIRS
(UNFAIR BUSINESS PRACTICES) ACT 8 OF 1996 AS AMENDED.**



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
ECONOMIC DEVELOPMENT, ENVIRONMENT & TOURISM

**IN THE CONSUMER AFFAIRS COURT FOR THE LIMPOPO PROVINCE
(HELD AT POLOKWANE)**

CASE NO: LCC53/02/2013

IN THE MATTER BETWEEN:

THEMA ABIA

COMPLAINANT

AND

BB AUTO POLOKWANE

RESPONDENT

JUDGMENT

CORAM: 1. MR P.N VELE NDOU (CHAIRPERSON)
2. MR S LETSWALO (DEPUTY CHAIRPERSON)
3. ADV M MAPONYA (MEMBER)

FOR THE CONSUMER: MR FDV MOTIMELE
FOR THE RESPONDENT: MR B. DE KLERK

BACKGROUND

1. It is common cause that the complainant, Mr Abia Thema, took his vehicle, a Renault Laguna with registration number PYH 526 GP, to the Respondent for mechanical repairs on or around December 2011.

The complainant wanted the vehicle to be attended to as its radiator had blown and it lacked power on the engine.

2. The complainant alleges that when he went to collect his vehicle from the respondent, he found that:

- The vehicle had been involved in an accident and he was told that another vehicle had bumped into it while reversing in the workshop;
- The loss of power was not repaired and that he was expected to pay for the parts the respondent had fitted while trying to repair the loss of power;

3. The complainant alleges further that :

- The respondent promised to order the bumper until he went to the respondent around March 2012 and was sent to a panel beater who had not completed repairing the vehicle's bumper;
- As a result, he refused to pay the outstanding balance.

4. Later that month on the 23rd December 2011, the complainant attended at the Respondent's business to collect his vehicle. Indeed the vehicle's radiator had been replaced but apparently the problem of lack of power had not been fully attended to. As it was the festive season, he collected the car because he wanted to use it during that period.

5. The complainant alleges further that:

- One day as he was driving during the night, the vehicle's lights went off and that he panicked and he was trying to get off the road safely without causing accidents, he drove into a ditch;
- The control arm on the left and the front and rear tyres of the vehicle were visibly damaged;
- The vehicle was taken back to the respondent who stated that they had nothing to do with the damage sustained;

- Since the respondent said they had nothing to do with the lights, the complainant then took the vehicle to an Auto Electrician where it was found that while replacing the radiator, the respondent did not put the wires where they should be and that they got damaged resulting in the lights not functioning.
- The complainant alleges further that an independent Auto Electrician both the complainant and the respondent agreed to call had confirmed that the respondent did not put the wires where they should be and that they got damaged resulting in the lights not functioning.

6. The complainant alleges further that:

- He received a call from Geradus Bothma representing the respondent who stated that he spoke to his principal dealer, apologised and stated that their technician was negligent and that they will repair the vehicle;
- He is surprised because the respondent wants to claim from the insurance company while they wrote a letter indicating that he was negligent at the time he wanted to claim from the said insurance company.

7. The complainant prays for the following order:

- That the respondent bears the cost for repairs to the vehicle;
- Further and alternative relief.

8. The complainant had the vehicle towed to the Respondent's premises the following day and told them to fix the damage as it was their fault but the Respondent refused to be accountable for the damage.

9. The complainant then decided to take the vehicle to Lekgau Auto Electrician who apparently attended to the vehicle according to the invoice he handed in as part of his evidence.

10. According to the version of the Complainant, the Respondent is liable for the repairs as they have neglected to insulate and position the wiring which were allegedly left hanging loose in front

of the engine resulting it being damaged and thus causing the lights to fail.

11. On the other hand, the Respondent denied any liability for the lights becoming dead.

LEGAL QUESTION

12. The legal question to be determined is whether indeed the Respondent had been negligent at the time when they repaired the complainant's vehicle by leaving the wiring hanging loose in front of the engine resulting it being damaged and thus causing the lights to fail.

13. **THE BURDEN OF PROOF**

13.1 The complainant submitted a copy of a receipt purported to have been issued by the Auto Electrician (Lekgau) he took his vehicle to on the 22nd March 2012, after the respondent refused to accept liability. The receipt indicates that the Auto Electrician's repair were in the form of wiring burn from exhaust main fault, replacing right globe for a head lamp, a "plug wire for sport light not connected" and spare part.

13.2 In terms of the evidence before the court, this Auto Electrician is the first technician the Complainant took the vehicle to after taking it from the respondent. This witness was not called to explain to the court the state in which he received the vehicle and to shed light on why he made the repairs purported to have been made by him on the receipt. This being the case, the information on the receipt remains as unsubstantiated allegation by the complainant.

13.3 On the one hand the Respondent has refused to accept liability and opted to lead evidence through Mr Gerhardus Stefanus Gordon Bothma employed by it as a workshop manager. At the time the complainant took the vehicle from the Respondent's premises, this witness was not yet employed by the Respondent. The witness could not

testify as to the condition of the vehicle when the complainant took it. He referred to reports he was given by the technicians he is working with and who inspected the vehicle, which could neither be produced before the court nor substantiated by such technicians.

13.4 The respondent has prayed to this court that costs be awarded to them.

13.5 Expert evidence was however led which, to a greater extent, shed light on what the state of the vehicle could have been at the time the complainant took the vehicle from the respondent's premises. The evidence should assist the court in answering the question whether the lights of the claimant's vehicle went off while he was driving, leading to the vehicle being driven into a ditch as a result of the respondent's negligence in failing to secure the harness.

13.6 The expert witness explained that the damages he detected while inspecting the vehicle, "were not as a result of the accident, loss of engine power is a normal works of fuel pump, spark plug or coil packs or maybe loss of compression and those are normal works".

13.7 The expert witness further explained that loose "wiring harness not put in the original position burnt and broken, these one caused by poor workmanship because they were not put back to their rightful position, service light reflected on the dashboard therefore the car indicated that it needs service..."

13.8 The expert witness refuted the complainant's version that the vehicle fell into a ditch because all the lights went off because of the wiring burn from the exhaust saying that that was so because the wires are too far from the main fault.

14. JUDGMENT

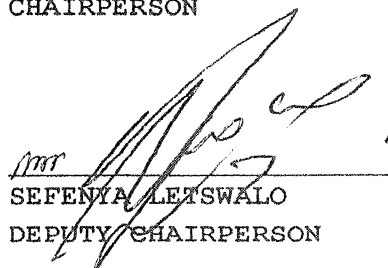
Having considered the evidence of both parties and that of the expert witness, the court has decided that the complaint's version could not be proven to be probable and therefore that the claim is dismissed.

15. As to costs of this hearing the court has decided that each party carry its own costs.

DATED AT POLOKWANE ON THIS 10TH JULY 2014



PATRICK N. VELE NDOU
CHAIRPERSON



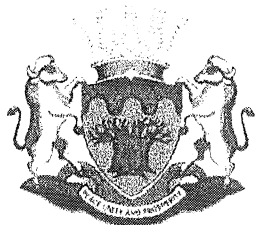
SEFENYA LETSWALO
DEPUTY CHAIRPERSON



ADV. MARGERY MOLALLE MAPONYA
MEMBER

GENERAL NOTICE 375 OF 2014

NOTICE IN TERMS OF SECTION 21(3) OF CONSUMER AFFAIRS
(UNFAIR BUSINESS PRACTICES) ACT 8 OF 1996 AS AMENDED.



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
ECONOMIC DEVELOPMENT, ENVIRONMENT & TOURISM

IN THE CONSUMER AFFAIRS COURT FOR THE PROVINCE OF
LIMPOPO HELD AT POLOKWANE.

CASE NO: LCC45/09/10

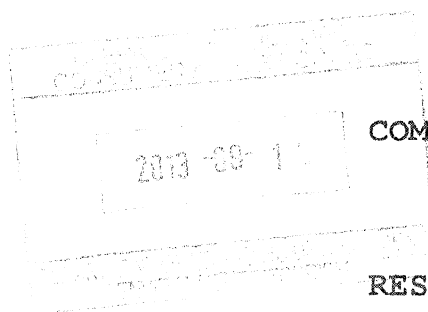
In the matter between:

GLORIA HLOHANI SHIVAMBU:

And

ROBERT MUOFHE MULAUDZI

t/a L M CONSTRUCTION



COMPLAINANT

RESPONDENT

JUDGEMENT

CORAM:

PATRICK NTAKUSENI ACE VELE NDOU (CHAIRPERSON)

ADV G C M MASEMOLA (MEMBER)

MS M A MPHAHLELE (MEMBER)

MR M I MANGENA (MEMBER)

FOR THE CONSUMER PROTECTOR

MR MOJAPELO



FOR THE RESPONDENT**IN DEFAULT**

DATE**25. JULY. 2013**

INTRODUCTION

This matter proceeded before us unopposed as the Respondent did not turn up. The return of service indicates that the Respondent was served with both the Summons and the Notice of Set Down on the 14th of June 2013 and 11th of July respectively.

We were satisfied that there had been proper service on the Respondent.

CONSUMER'S CASE

The Consumer's case is fairly straight forward. On the 2nd November 2009, she and the Respondent who purported to act for a body which he called LM Construction entered into an agreement the material terms of which were as follows:

- a) The Respondent would continue to build her house to completion at Xikukwani village, which building was half complete.
- b) That he would finalise the labour for a consideration of R60 000.00 (Sixty thousand rand).
- c) That a deposit of R20 000,00 was payable before construction starts.
- d) That construction would commence on the 9th November 2009.

e) That he would supply both material and labour.

f) That the balance of R40 000,00 would be payable in monthly instalments of R1500,00.

Subsequent to the above agreement, the consumer paid a deposit of R20 000,00.

The Respondent however failed to commence with the works and to date nothing has happened.

Several arrangements with the Respondent have yielded nothing.

Applicant seeks cancellation of the agreement and a refund of her R20,000.00 deposit together with interest at the rate of 15.5% per annum with effect from the 1st December 2009 to date of final payment


CONCLUSION

As the matter is unopposed we find no difficulty in coming to the following decision:

1. The agreement entered into between the parties on the 2nd November 2009 is hereby cancelled.
2. The Respondent is ordered to refund to the Complainant her deposit of R20 000,00 forthwith.
3. The Respondent is further ordered to pay interest on the said amount of R20 000,00 at the rate of 15,5% per annum with effect from the 1st December 2009 to date of final payment.
4. Should payment not be effected within fourteen days from the date of service of this decision, a warrant of

execution may be issued and section 65 proceedings may be instituted.


Dated at Polokwane on this the 25th day of July 2013.

1. 
PATRICK NTAKUSENI.VELE NDOU
CHAIRPERSON


2. I concur
ADV G.C.M MASEMOLA

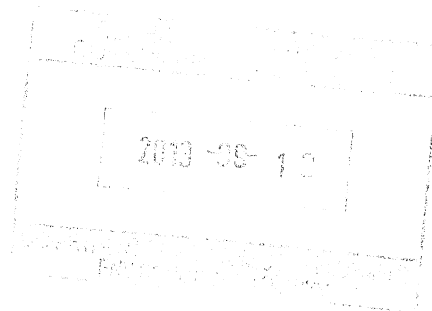


3. I concur
MS M.A MPHAHLELE



4. I concur
MR M I MANGENA





NOTICE – CHANGE OF TELEPHONE NUMBERS: GOVERNMENT PRINTING WORKS

As the mandated government security printer, providing world class security products and services, Government Printing Works has adopted some of the highly innovative technologies to best serve its customers and stakeholders. In line with this task, Government Printing Works has implemented a new telephony system to ensure most effective communication and accessibility. As a result of this development, our telephone numbers will change with effect from 3 February 2014, starting with the Pretoria offices.

The new numbers are as follows:

- Switchboard : 012 748 6001/6002
- Advertising : 012 748 6205/6206/6207/6208/6209/6210/6211/6212
- Publications Enquiries : 012 748 6052/6053/6058 GeneralEnquiries@gpw.gov.za
 - Maps : 012 748 6061/6065 BookShop@gpw.gov.za
 - Debtors : 012 748 6060/6056/6064 PublicationsDebtors@gpw.gov.za
 - Subscription : 012 748 6054/6055/6057 Subscriptions@gpw.gov.za
- SCM : 012 748 6380/6373/6218
- Debtors : 012 748 6236/6242
- Creditors : 012 748 6246/6274

Please consult our website at www.gpwonline.co.za for more contact details.

The numbers for our provincial offices in Polokwane, East London and Mmabatho will not change at this stage.