IN THE NATIONAL CONSUMER TRIBUNAL
HELD IN CENTURION

Case No: **NCT/443756/2026/73(2)(b)**

In the matter between:

NATIONAL CONSUMER COMMISSION **APPLICANT**

and

AFFORDABLE INVESTMENTS CC **RESPONDENT**
T/A USED CAR CENTRE

Coram:
Mr S Hockey - Presiding Tribunal member

Date of consideration (in chambers): - 16 September 2026
Date of judgment: - 16 September 2026

JUDGMENT AND REASONS

INTRODUCTION

1. This application is brought under section 74(1) of the Consumer Protection Act, 2008 (the CPA). That section provides that if a matter has been investigated by the National Consumer Commission (the NCC) and the NCC and the respondent agree to the proposed terms of an appropriate order, the Tribunal or court, without hearing any evidence, may confirm that agreement as a consent order.

2. The applicant is the NCC, an organ of the state established in terms of section 85(1) of the CPA.

3. The respondent is Affordable Investments CC, trading as Used Car Centre (the respondent), a close corporation registered under the company laws of South Africa. The respondent is a supplier as defined in section 1 of the CPA.

TERMINOLOGY

4. A reference to a section in this judgment refers to a section of the CPA, and a reference to a rule refers to the Rules of the Tribunal[1] (the rules).

BACKGROUND

5. The NCC brought this matter to the National Consumer Tribunal (the Tribunal) under section 73(2)(b) after receiving a complaint from a consumer against the respondent. The NCC investigated the complaint and concluded that the respondent had contravened provisions of the CPA. The complaint concerns a defective used vehicle that the consumer purchased from the respondent.

6. However, the respondent refunded the vehicle's purchase price to the consumer.

7. During its investigation, the NCC identified contractual terms in the vehicle's sale agreement that it concluded contravened section 51(1) because they purported to require the consumer to waive rights afforded to the consumer under the CPA by including a term that sought to require the consumer to limit or exclude the respondent's statutory obligations relating to defective goods and repairs.

8. As noted above, section 74(1) allows the Tribunal to confirm an agreement between the NCC and a respondent as a consent order without hearing any evidence. Rule 20 also provides that, on an application by the facilitator of a

[1] Published under GN 789 in GG 30225 on 28 August 2007 as amended by GN 428 in GG 34405 on 29 June 2011, GN R203 in GG 38557 on 13 March 2015, and GN 157 in GG 39663 on 4 February 2016.

resolution or agreement, the Tribunal may confirm that resolution or agreement as a consent order without hearing any evidence.

9. The Tribunal has considered all the papers filed of record, the settlement agreement and accompanying documents. It is satisfied that the signatories to the agreement were duly authorised to enter into it. The Tribunal is also satisfied that the proposed administrative fine of R50 000, payable in three equal instalments by the respondent, meets the requirements under section 112(2). Nothing militates against granting the order sought, namely that the settlement agreement be made an order of the Tribunal.

THE ORDER

10. In the result, the following order is made:

    10.1. The settlement agreement attached hereto, marked “A”, is confirmed as an order of the Tribunal.

    10.2. The parties’ attention is drawn to section 152, which provides that any decision, judgment or order of the Tribunal may be served, executed and enforced as if it were an order of the High Court.

    10.3. The parties are warned that failure to comply with the order of the Tribunal constitutes an offence in terms of section 160(1).

11. There is no order as to costs.

Mr S Hockey

(Presiding Tribunal member)

Authorised for issue by The National Consumer Tribunal

National Consumer Tribunal

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