IN THE NATIONAL CONSUMER TRIBUNAL

HELD IN CENTURION

Case number: **NCT/463364/2026/73(2)(b)**

In the matter between:

NATIONAL CONSUMER COMMISSION APPLICANT

And

BRYANSTON EXECUTIVE CARS CC FIRST RESPONDENT

STANDARD BANK OF SOUTH AFRICA LIMITED SECOND RESPONDENT

Coram:

Adv C Sassman - Presiding Tribunal member
Ms Z Ntuli - Tribunal member
Dr MC Peenze - Tribunal member

Date of hearing - 27 October 2026
Date of Judgment - 9 November 2026

JUDGMENT AND REASONS

THE PARTIES

1. The applicant is the National Consumer Commission (the applicant), a juristic person established in terms of section 85(1) of the Consumer Protection Act 68 of 2008 (CPA). The applicant is responsible for enforcing the CPA by monitoring the consumer market to ensure that prohibited conduct and offences are prevented or detected and prosecuted.

2. At the hearing, the applicant was represented by Miehleketo Magagula, its Legal Advisor.

3. The first respondent is Bryanston Executive Cars CC (the first respondent). The first respondent is a close corporation with registration number 2002/048038/23 and a supplier as defined in section 1 of the CPA.

4. At the hearing, the first respondent was represented by Janusz Luterek, an attorney at Hahn & Hahn Attorneys.

5. The second respondent is Standard Bank of South Africa Limited (the second respondent). The second respondent is a registered credit provider in terms of section 40(1) of the National Credit Act[1] (the NCA) with registration number NCRCP15.

6. At the hearing, the second respondent was represented by Adv Niresh Loopoo, instructed by Van Hulsteyns Attorneys.

TERMINOLOGY

7. A reference to a section in this judgment refers to a section of the CPA unless stated otherwise, and a reference to a rule refers to the Rules of the Tribunal[2] (the rules).

APPLICATION TYPE

8. This is an application in terms of section 73(2)(b) in which the applicant alleges that the first respondent has contravened certain provisions of the CPA and, in doing so, has engaged in prohibited conduct.

BRIEF BACKGROUND

9. On 10 August 2024, Mr Sunil Jugathpaul (the consumer) purchased a used 2012 model Mercedes-Benz vehicle from the first respondent for R228 935.00.[3] At the time, the vehicle was recorded as having travelled 165 691 km, and the second respondent financed the purchase. The consumer travelled from Durban to Bryanston to collect the vehicle and drove it back to Durban on the same day.

10. The applicant alleges that the first respondent falsely advertised the vehicle as having a navigation system when, in fact, it had no such feature. In addition, the vehicle's headlights and brake lights were not functioning properly, but the first respondent repaired them before the consumer took delivery of the vehicle. However, while driving

[1] Act 34 of 2005.
[2] 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.
[3] Registration number HJ43YGGP.

back to Durban, the vehicle's headlights remained defective, and the vehicle veered to the right at high speeds.

11. On 22 August 2024, the consumer identified further faults in the vehicle and requested that they be addressed and resolved by close of business the following day, alternatively, requested the cancellation of the sale. The first respondent did not oblige him in this regard. As a result, the consumer continued to use the vehicle but paid for various repairs himself. These included repairs to the vehicle's stabiliser arm, torsion bar linkage, sunroof, windscreen and the vehicle's radiator. On 19 November 2024, he also obtained a quotation from a panel beater for R47 054.83 for repairs to the vehicle's bodywork and another for R3 950.10 for a replacement tyre and related fitment costs.

12. The applicant further submits that the sale agreement the first respondent presented to the consumer for signing contains several clauses which attempt to limit its liability in respect of the sale of the vehicle and required the consumer to acknowledge that the six-month implied warranty of quality under section 56 did not apply to the sale.

13. The applicant alleges that the first respondent's conduct in this regard indicates that it falsely advertised and sold a defective vehicle to the consumer and failed to cancel the sale agreement when it was required to. In addition, it subjected the consumer to prohibited terms and conditions as part of the transaction. This conduct, it submits, amounts to a contravention of sections 29(a), 51(1)(a) and (b), 55(2)(a) to (c) and 56(2)(b), alternatively a contravention of section 20(2). The applicant seeks several orders against the first respondent, as well as an order directing the second respondent to refund to the consumer all instalments paid by him under the instalment sale agreement held with it.

14. The first respondent submits that the vehicle in question passed a roadworthy test two days before the consumer took delivery of it, and that the consumer personally inspected the vehicle, test-drove it, and signed a delivery inspection sheet detailing the vehicle's condition. The consumer took the vehicle to third parties for repairs without first providing the first respondent with an opportunity to inspect it and, as a result, cannot claim the relief provided under section 56(2). None of the alleged defects is corroborated by a diagnostic report, expert or assessor evidence to confirm a defect as defined in section 53(1).

15. The first respondent opposes all the relief sought by the applicant. It concedes that the sale agreement presented to the consumer contained prohibited clauses and regrets this but maintains that it never attempted to enforce any of them. The first respondent prays that the application be dismissed, alternatively that the Tribunal grant relief in limited terms.

16. The second respondent does not oppose the merits as far as they relate to the allegations against the first respondent but instead submits that the total amount it paid to the first respondent was R260 677.90. This amount comprises the vehicle's sale price, dealer incentive commission, a warranty product, and the cost of an additional product. The second respondent submits that an order requiring it to reimburse the instalments paid by the consumer can only follow an order requiring the first respondent to reimburse it the full amount it paid to the first respondent in respect of the vehicle.

THE APPLICANT'S SUBMISSIONS

17. The applicant alleges that the consumer contacted the first respondent on the same day of taking delivery of the vehicle and requested a cancellation of the sale, but the first respondent declined the request.

18. On 22 August 2024, the consumer discovered further defects in the vehicle and requested assistance from the first respondent, but the request was declined. The defects included the following:

    18.1. A damaged front tyre;
    18.2. A spare wheel that did not fit the vehicle;
    18.3. The vehicle having undergone a complete respray;
    18.4. The fuse box lid not being properly closed;
    18.5. The vehicle veering to the right when driven at high speed;
    18.6. A replaced steering wheel that was not properly aligned;
    18.7. Non-functional control buttons on the steering wheel, gear selector, media interface, and radio;
    18.8. A broken panel light above the rear-view mirror;
    18.9. Non-functional interior lights; and
    18.10. A noise emanating from the front wheel when turning.

19. Between 22 October 2024 and 13 December 2024, the consumer facilitated various repairs to the vehicle at his own expense. These include repairs to the vehicle's sunroof,

which was misaligned and leaking; a repair to the vehicle's windscreen; replacement of a defective front tyre; and replacement of the vehicle's radiator.

20. The applicant concedes that not all the faults in the vehicle amount to defects which would justify the relief under section 56. In particular, it relies on the vehicle's faulty headlights, the leaking sunroof, the vehicle veering to the right at high speeds, and the radiator needing replacement approximately four months after purchase.

21. The applicant submits that the defects complained of rendered the vehicle not reasonably suitable for the purpose for which motor vehicles are generally intended. The defective headlights rendered the vehicle unsafe and undrivable at night, while the steering and wheel defects posed a potential safety hazard at high speeds. The defects further demonstrate that the vehicle was not of good quality, in good working order, or free from defects as contemplated in the CPA. The leaking sunroof constitutes a material defect because it allowed water to enter the vehicle, compromised the vehicle's integrity and functionality, and required repairs shortly after delivery.

22. According to the applicant, the fact that the vehicle required multiple repairs and assessments within a short period after delivery demonstrates that it was not usable or durable for a reasonable period of time. The first respondent's marketing of the vehicle as containing a navigation system when, in fact, the vehicle did not have such a feature constituted a false or misleading representation concerning the characteristics and features of the vehicle.

23. The applicant further submits that by refusing to honour the consumer's statutory rights arising from defective goods, attempting to avoid liability for defects that manifested shortly after delivery, and relying on unlawful terms contained in the delivery inspection and Offer to Purchase, the first respondent acted contrary to the provisions of the CPA.

24. The applicant asserts that the first respondent's conduct amounts to a contravention of sections 29(a), 51(1)(a) and (b), 55(2)(a) to (c) and 56(2)(b), alternatively a contravention of section 20(2).

25. The applicant submits that the first respondent has contravened the provisions stated in the applicant's application and the applicant seeks an order to that effect, together with an order declaring the contravention prohibited conduct.

26. Furthermore, the applicant is seeking that the first respondent be ordered to accept the return of the vehicle, to refund the second respondent R228 935.00 and to refund the consumer R29 733.01 being the cost of repairs to the vehicle.

27. In addition, the applicant seeks the imposition of an administrative fine of R1 000 000.00 against the first respondent.

28. The applicant is also seeking an order for the second respondent to refund the consumer all instalments paid to the second respondent in respect of the instalment sale agreement from the date of commencement of the instalment sale agreement until the date of the Tribunal's order.

THE FIRST RESPONDENT'S SUBMISSIONS

29. The first respondent submits that it did not have sufficient opportunity to update the terms and conditions in its standard sale agreement after an unrelated matter in which the Tribunal granted a judgment in respect of it on 28 June 2024. However, it maintains that it did not attempt to enforce any prohibited provisions in its transaction with the consumer.

30. The first respondent relies only on the specific disclosure made, the consumer's acceptance of the recorded condition, proof of causation and the appropriate scope of relief to defend this matter.

31. According to the first respondent, the vehicle was a used 2012 Mercedes-Benz C350 which had already travelled approximately 165,691 kilometres. The vehicle was, on any ordinary understanding, a used, high-mileage motor vehicle, approximately 12 years old at the time of sale. Specific conditions of the vehicle were pointed out to the consumer before he concluded the sale, and he accepted the vehicle in its condition. The absence of a navigation system was recorded before delivery notwithstanding any earlier advertisement. The consumer elected to continue with the purchase notwithstanding the absence of the navigation system.

32. The first respondent submits that the vehicle passed a roadworthy test on 8 August 2024. Before delivery, the consumer personally inspected and test-drove the vehicle. A written delivery, inspection and condition record was completed and signed by the consumer before the vehicle was released to him. The recorded conditions disclosed to and accepted by the consumer included prior spray work, panel beating, cosmetic work

and the possibility of prior body repairs. The condition of the tyres and spare wheel, as well as a nonfunctional interior light, was also pointed out to the consumer.

33. The first respondent further submits that the consumer continued using the vehicle after taking delivery and instructed third parties to repair, replace, assess and alter components without first providing the first respondent a reasonable opportunity to inspect and remedy them. The repair documents raise material questions of timing, mileage, scope, payment, and causation of the vehicle's faults.

34. The first respondent maintains that the consumer did not have a proper basis for cancellation or reimbursement. The first respondent disputes liability for the cost of repairs. It does so without alleging bad faith by the consumer and without suggesting that every repair was unnecessary. The point is that the documents alone do not, without competent evidence, establish which condition existed at delivery, what caused it, whether the repair was authorised by or offered to the first respondent, or whether the work remedied a statutory defect.

35. The first respondent also opposes the administrative fine sought by the applicant.

36. The first respondent prays for an order that the referral be dismissed together with all relief sought against it, alternatively the granting of relief in limited terms or any alternative relief as the Tribunal deems appropriate.

THE SECOND RESPONDENT'S SUBMISSIONS

37. The second respondent confines its submissions, and its limited opposition, to the relief sought in prayer 5 of the applicant's referral. In prayer 5, the applicant seeks an order directing the first respondent to refund the second respondent the purchase price of R228 935. 00. In this regard, the second respondent opposes this relief, and submits that in fact the amount paid by it to the first respondent was a higher amount of R239 502.90.

38. The second respondent further submits that the total amount that it paid out in respect of this vehicle finance transaction was the amount of R260 677.90. This amount includes R239 502.90 paid to the first respondent, comprising R228 935.00 plus a dealer commission of R10 567.90. A further R16,675.00 was paid to Oakhurst Insurance for a warranty product, and R4 500.00 was paid to Debella Finance for an additional warranty product.

39. Given the above, the second respondent submits that, if the Tribunal is inclined to grant the relief sought by the applicant, prayer 5 should be amended to direct the first respondent to refund the second respondent the purchase price, including dealer commission and warranty costs totalling an amount of R260 677.90.

40. The applicant's request for the second respondent to refund the consumer his instalments paid should only occur after the second respondent is refunded by the first respondent in the full amount stated above.

APPLICABLE SECTIONS OF THE ACT

41. Section 73(2)(b) states that if the applicant believes that a person has engaged in prohibited conduct, the applicant may refer the matter to the Tribunal for adjudication.

42. Section 29(a) states that a producer, importer, distributor, retailer or service provider must not market any goods or services in a manner that is reasonably likely to imply a false or misleading representation concerning those goods or services as contemplated in section 41.

43. Section 41(1)(a) states that in relation to marketing of any goods or services, the supplier must not, by words or conduct, directly or indirectly express or imply a false, misleading or deceptive representation concerning a material fact to a consumer. Section 41(1)(c) further states that the supplier must not, by words or conduct, fail to correct an apparent misapprehension on the part of a consumer, amounting to a false, misleading or deceptive representation.

44. Section 51(1)(a)(i) and (ii) state that a supplier must not make a transaction or agreement subject to any term or condition if its general purpose or effect is to defeat the purposes and policy of the CPA, mislead a consumer or deceive a consumer.

45. Section 51(1)(b)(i) and (ii) 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.

46. Section 55(2)(a), (b) and (c) state that consumers have the right to receive goods that are reasonably suitable for their intended purposes. They have a right to goods that are of good quality and in good working order. The goods must be free of any defects and be usable and durable for a reasonable time.

47. Section 56(2) states that within six months after the delivery of goods to a consumer, the consumer may return the goods to the supplier, without penalty and at the supplier's risk and expense, if the goods fail to satisfy the requirements and standards contemplated in section 55. The supplier must, at the consumer's direction, either repair or replace the failed, unsafe, or defective goods, or refund the consumer the price paid for the goods.

CONSIDERATION OF THE EVIDENCE

48. Upon receiving the complaint from the consumer in this matter, the applicant directed its inspector to investigate the complaint in accordance with section 72(1)(d). The Tribunal is satisfied that the applicant has provided sufficient grounds to establish reasonable suspicion. The investigation was not launched arbitrarily but in response to the consumer's complaint. The investigation concluded that the first respondent had contravened certain sections of the CPA, and the applicant referred the complaint to the Tribunal for adjudication in line with section 73(2)(b).

49. The first respondent concedes that the vehicle was advertised as having a navigation system but that before the consumer purchased and took delivery of it, it was pointed out to him that it did not. This can be seen from the delivery inspection sheet, and the consumer accepted the vehicle without having this feature. However, the Tribunal considered that the consumer travelled from another province at his own expense to view the vehicle, which he believed had certain features that appeared in the advertisement, only to find upon arrival that it did not have them. The Tribunal is persuaded that the first respondent marketed the vehicle in a manner that is reasonably likely to imply a false or misleading representation concerning it as contemplated in section 41. In doing so, it contravened sections 29(a) and 41(1)(a).

50. In *Motus Corporation (Pty) Ltd and Another v Wentzel,*[4] *(Motus)*, Zondo JA confirmed in the unanimous decision of the Supreme Court of Appeal that the consumer in that case was only entitled to the relief under section 56(2) if the issues with the vehicle were *"defects"* as defined in the CPA.

> *"Renault, at its risk and expense, repaired the defective components in the vehicle. Assuming that these issues were defects, this is what Ms Wentzel was entitled to in terms of s 56(2)."*

[4] (Case no 1272/2019) [2021] ZASCA 40 (13 April 2021), at paragraph 42.

51. Similarly, in paragraph 44, the Court confirmed that the application of section 56(3) requires a further *"defect"* to be discovered for a consumer to be entitled to a replacement of the goods or a refund.

> *"It is correct that s 56(3) requires a further defect to be discovered, not reported, for the consumer to be entitled to the replacement of the goods or refund."*

52. The applicant alleges and primarily relies on the vehicle's faulty headlights, the leaking sunroof, the vehicle veering to the right at high speeds, and the radiator needing replacement to prove that the vehicle was defective and that the consumer is entitled to the relief under section 56(2).

53. The Tribunal finds it concerning that the applicant has not provided any expert, assessor or documentary evidence to confirm its allegation that the vehicle's headlights were not working properly, rendering the vehicle unsafe while the consumer drove it to Durban. There is also no evidence of any repairs to the vehicle's headlights after the consumer took delivery.

54. Similarly, the allegation that the vehicle posed a safety hazard by veering to the right at high speeds is also not supported by any expert, assessor or documentary evidence. The attached invoices for the replacement of a tyre and wheel balancing, as well as replacement of a stabiliser arm, show that these faults were addressed in November 2024, after the vehicle had been driven for approximately three months. Although it still fell within the statutory implied warranty period, no evidence was led as to which of these could have caused the vehicle to veer to the right, whether they were likely present at the time of the sale or occurred because of the consumer's own driving. In any event, the Tribunal is not persuaded that these faults meet the definition of a defect within the meaning of section 53(1).

55. On 22 October 2024, the consumer paid R10 235.00 for repairs to the vehicle's sunroof. The applicant submits that it leaked when it rained and required repairs. On 13 December 2024, the consumer replaced the vehicle's radiator at a cost of R14 180.00. The Tribunal is persuaded that the vehicle's sunroof was leaking and needed repairs and that its radiator needed replacement. The Tribunal is of the view that these were defects in the vehicle as defined in section 53(1)(a)(ii), which, if not carried out, would prevent the intended use of the vehicle. They rendered the vehicle less useful or practicable than persons generally would be reasonably entitled to expect when purchasing a vehicle for R228 935.00.

56. The challenge for the consumer in claiming relief under section 56 in respect of these defects is that the vehicle was not tendered for repair or for cancellation of the sale due to the defective sunroof or radiator. The consumer's earlier request to cancel the sale was in respect of other faults in the vehicle, which would not have justified cancellation.

57. The documentary evidence proves that these defects occurred within the six-month implied warranty period provided in section 56. However, the applicant has failed to prove that these defects existed at the time of sale and did not develop naturally over time while the vehicle was in use. The applicant has further failed to prove that the consumer reported these two defects to the first respondent or tendered the vehicle for repairs or cancellation as a result of them. As a result, the Tribunal cannot find that the first respondent has contravened section 56(2), or that the consumer is entitled to the relief contained thereunder.

58. The consumer was aware that he was buying a used vehicle, approximately twelve years old. On the delivery inspection sheet presented to him, he acknowledged that the vehicle had obvious spray work, dents, and scratches and that an interior light was not working. However, he was still under the impression that he was purchasing a roadworthy vehicle. While the Tribunal is not convinced that the applicant has proven that the consumer is entitled to the relief under section 56(2), it is of the view that the condition of the vehicle was misrepresented to the consumer. The amount of repairs the consumer effected in a short period after purchasing the vehicle is proof that the vehicle fell short of the requirements of section 55(2)(a), (b) and (c). The first respondent failed to correct the consumer's misapprehension that the vehicle was of a particular standard and quality. This failure on the part of the first respondent led to a false, misleading and deceptive representation of the vehicle's standard and quality and amounts to a contravention of section 41(1)(c) read with section 55(2)(a), (b) and (c).

59. The first respondent concedes that certain terms and conditions contained in its sale agreement ought not to be there. The evidence shows that the first respondent's terms and conditions contain several clauses directly intended to defeat the purposes of the CPA, mislead the consumer, waive or deprive the consumer of his rights as stated in the CPA and enable the first respondent to avoid its obligations or duties in terms of the Act. These include but are not limited to:

59.1 *"Dealer cannot be held responsible for any damage to Electrical items of any kind after delivery;"*[5]

59.2 *"I the Buyer Mr/Mrs _____ accept the vehicle in this Condition and express confirm that the seller offers NO WARRANTY/GUARANTEE on the vehicle with respect of Mechanical or Electrical failure;"*[6]

59.3 *"Bryantson Executive Cars expressly informed the client that the dealer indemnifies themselves of any risk by not offering a warranty or guarantee on second-hand vehicles;"*[7] and

59.4 *"No 6-month warranty is given or implied."*[8]

60. From the terms and conditions, the consumer was requested to sign to purchase the vehicle, and the Tribunal finds that the first respondent has contravened section 51(1)(a)(i) and (ii) as well as section 51(1)(b)(i) and (ii).

61. The first respondent's contraventions, as confirmed in this judgment, are serious and are declared prohibited conduct.

62. As a result of the findings above, it renders the second respondent's submissions moot, and no order can be made against it.

CONSIDERATION OF AN ADMINISTRATIVE FINE

63. The applicant requested the Tribunal to impose an administrative fine on the first respondent. The Tribunal is satisfied that the nature of the first respondent's contraventions and the consequent implications for the consumer justify the Tribunal imposing an administrative fine on the first respondent. The kind of contraventions perpetrated by the first respondent is undoubtedly the type of conduct the CPA seeks to prohibit. Once it finds a respondent has engaged in prohibited conduct, the Tribunal has a duty to exercise its powers by sending a clear and strong message to suppliers that such conduct will not be permitted.

64. 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.

[5] See page 45 of the case record.
[6] See page 47 of the case record.
[7] See page 48 of the case record.
[8] See page 49 of the case record.

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

The evidence shows that the contraventions are serious and caused continuous inconvenience and financial prejudice to the consumer. The vehicle's condition limited the consumer's use of it whenever it had to be taken in for repairs. The first respondent acted with complete disregard for consumer rights, and the nature of these contraventions warrants serious action against the first respondent.

Any loss or damage suffered as a result of the contravention

The consumer fell victim to the sale of a poor-quality vehicle which did not meet the standards required in section 55(2)(a) to (c). After purchasing the vehicle, he repeatedly had to have it repaired. Although the evidence shows he was able to use the vehicle during this time, his use was impaired due to its poor condition.

The behaviour of the first respondent

Despite evidence to the contrary, the first respondent remains steadfast in its belief that the vehicle was of a good quality. It acknowledges that its terms and conditions are contrary to the provisions of the CPA but avers that it never attempted to enforce them and has since updated its terms and conditions to comply with the CPA.

The market circumstances in which the contravention took place

The first respondent's conduct illustrates that the market within which the contraventions occurred is one in which consumers trust and rely on the expertise of suppliers like it. These consumers are often not fully aware of their rights and are vulnerable to exploitation.

The level of profit derived from the contravention

No evidence was given regarding the exact amount of profit derived from the sale of the vehicle, but the first respondent benefited from the price paid by the consumer and the finance received from the second respondent.

The degree to which the first respondent has cooperated with the applicant and the Tribunal

The first respondent cooperated with the applicant's inspector during the investigation and provided a comprehensive answer to the applicant's allegations made before the Tribunal.

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

The evidence before the Tribunal indicates that, on 28 June 2024, in the case of *National Consumer Commission v Bryanston Executive Cars CC*, NCT-303398-2023-73(2)(b), the Tribunal found that the first respondent had contravened the CPA and imposed an administrative fine of R100 000.00. The first respondent's conduct is repeated and continues. Its disregard for the provisions of the CPA extends beyond a violation of consumers' rights and demonstrates that it does not respect the authority of the applicant or this Tribunal.

65. Regarding the abovementioned factors, the factual evidence, and the conduct displayed, it is in the interests of justice for an administrative fine to be imposed on the first respondent. The purpose of an administrative fine is, in the circumstances of this application, a punitive measure that is warranted. 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 first 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 first respondent's annual turnover. However, the Tribunal can still impose a fine of up to R1 000 000.00 (one million rand).

66. The Tribunal finds that an administrative fine of R500 000.00 (five hundred thousand rand) is appropriate in this case.

CONCLUSION

67. The first respondent contravened sections 29(a); 41(1)(a); 41(1)(c) read with section 55(2)(a), (b) and (c); 51(1)(a)(i) and (ii) as well as section 51(1)(b)(i) and (ii). On this basis, the first respondent is found to have engaged in prohibited conduct. The Tribunal finds that imposing an administrative fine of R500 000.00 (five hundred thousand rand) on the first respondent is appropriate as a punitive measure in this case.

68. Since the Tribunal is of the view that the first respondent has not contravened section 56, the consumer is not entitled to the relief contained thereunder. However, the consumer may approach the Chairperson of the Tribunal for a certificate in terms of section 115(2) to claim damages in respect of the vehicle in a civil court.

ORDER

69. Accordingly, the Tribunal makes the following order:

69.1 The first respondent has contravened the following sections of the CPA:

69.1.1 Section 29(a);

69.1.2 Section 41(1)(a);

69.1.3 Section 41(1)(c) read with section 55(2)(a), (b) and (c);

69.1.4 Section 51(1)(a)(i) and (ii); and

69.1.5 Section 51(1)(b)(i) and (ii);

69.2 The first respondent's contravention of the sections above is declared prohibited conduct;

69.3 The first respondent must, within 30 business days of this judgment being issued, 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[9] using the following bank account details and reference:

Bank: Nedbank Limited
Account holder: Department of Trade, Industry and Competition
Account type: Current account
Account number: 126 884 7941
Branch name: Telecoms and Fiscal
Branch code: 198765
Reference: NCT/463364/73(2)(b) and the name of the person or business making the payment;

69.4 No order is made in respect of the second respondent; and

69.5 There is no cost order.

Adv C Sassman
Presiding Tribunal member

Tribunal members Ms Z Ntuli and Dr MC Peenze concur.

Authorised for issue by The National Consumer Tribunal
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[9] Constitution of the Republic of South Africa, Act 108 of 1996.