IN THE NATIONAL CONSUMER TRIBUNAL

HELD IN CENTURION

Case Number: **NCT-398794-2025-73(2)(b)**

In the application between:

NATIONAL CONSUMER COMMISSION **APPLICANT**

and

RC AUTO BLOEMFONTEIN **RESPONDENT**

CIPC REGISTRATION NUMBER: 2018/198287/07

Coram:

Adv C Sassman - Presiding Tribunal member
Ms Z Ntuli - Tribunal member
Dr A Potwana - Tribunal member

Dates of hearing: 28 August and 9 October 2026

JUDGMENT AND REASONS

THE PARTIES

1. The applicant is the National Consumer Commission, an organ within the public administration of the Republic of South Africa, but as an institution outside the public service, responsible for enforcing the Consumer Protection Act 68 of 2008 (the CPA).[1] During the hearing, the applicant's legal advisor, Mr Miehleketo Magagula (Mr Magagula), represented the applicant.

2. The respondent is RC Auto Bloemfontein, a supplier as defined under section 1 of the CPA. During the hearing, Mr Altus de Wet (Mr De Wet) of De Wet & Meiring Attorneys Inc. represented the respondent.

APPLICATION TYPE AND JURISDICTION

3. The applicant alleges that the respondent contravened several provisions of the CPA and thereby committed prohibited conduct.

[1] Sections 85(1) and 99 of the CPA.

4. Section 27 of the National Credit Act 34 of 2005 (the NCA) empowers the Tribunal to adjudicate allegations of prohibited conduct.

INTRODUCTION

5. On or about 26 October 2022, the applicant received a complaint from Ms Maria Aletta Minnie (the complainant). The complainant alleged that on 30 June 2022, she entered into a sales agreement with the respondent to purchase a 2013 VW Amarok for R249 000.00. In early July 2022, the complainant noticed defects in the vehicle and notified the respondent. The respondent referred the complainant to Louis Motors to have the vehicle repaired.

6. On 21 July 2022, Louis Motors issued a quotation for R64 694.95 for the following repairs:
   6.1. Injector unit;
   6.2. Fuel tank;
   6.3. Battery cover;
   6.4. Water reservoir;
   6.5. Pump;
   6.6. Gasket;
   6.7. Filler neck; and
   6.8. Air duct.

7. On the same day, Louis Motors sent an email to the respondent advising the respondent of their findings, and that they still needed to do 'a diagnostic test for the intermittent windows and indicators not working, and the 4x4 not engaging as well as the engine oil light flashes, Air bag light on' (sick in toto). Louis Motors assessed the vehicle and issued a quotation. The respondent, however, refused to authorise Louis Motors to repair it. Instead, the respondent asked the complainant to return the vehicle to its premises in Bloemfontein and informed her that she would have to pay for her own fuel. The respondent's director, Mrs Charlene Wiese (Mrs Wiese), confirmed the applicant's version in this regard and testified at the hearing that she refused to pay the upfront costs of returning the vehicle from Richards Bay to the respondent's premises in Bloemfontein.

8. On 3 August 2022, the complainant communicated her intention to cancel the transaction through her attorneys. The respondent, however, declined to cancel the transaction and refused to refund the complainant the purchase price. The applicant's version in this regard is also corroborated by Mrs Wiese, who testified during the hearing that the respondent refused to cancel the transaction but agreed to repair the vehicle. Following the respondent's refusal to cancel the transaction, the complainant undertook repairs to the vehicle at her own expense, totalling R10 471.81.

9. On 10 June 2025, the applicant referred a matter to the National Consumer Tribunal (the Tribunal) in terms of section 73(2)(b) of the CPA, alleging that the respondent contravened several provisions of the CPA. In "Part D: Order sought from the Tribunal" of the prescribed form for referring matters to the Tribunal, Form TI.73(2)(b) CPA, the applicant stated that it seeks an order in the following terms:

    9.1. Declaring the respondent's conduct to be in contravention of section 55(2)(a) to (c) read with 56(2)(b) of the CPA;
    9.2. Declaring the respondent's contravention of section 55(a) to (c) read with 56(2)(b) of the CPA as prohibited conduct;
    9.3. Interdicting the respondent from engaging in the conduct referred to above;
    9.4. Directing the respondent to refund the complainant an amount of R249 000.00, being the purchase price for the vehicle;
    9.5. Directing the respondent to pay an administrative penalty in the amount of R1 000 000.00 (One Million Rand);
    9.6. A certificate in terms of section 115 of the CPA to enable the complainant to pursue damages in a civil court; and
    9.7. Any other appropriate order contemplated in section 4(2)(b)(ii) of the CPA.

10. During the hearing, Mr Magagula advised the panel that the applicant abandons the prayer for an interdict. He invited the complainant to testify. The complainant testified that she paid R244 000.00 for the vehicle. The outstanding R5 000.00 was for a warranty. After taking delivery of the vehicle and on her way to her residence in Richards Bay, the vehicle kept pulling to the left. She took the vehicle to Best Drive and received a quote for R5 000.00 to repair the steering's control arm.

11. In addition to the above, the complainant testified that the 4x4 functionality did not engage. On 18 July 2022, the respondent sent her an address where she needed to take the vehicle. Louis Motors sent the quote to the respondent. The respondent said that the quotation was too high and asked her to return the vehicle. On 22 July 2022, Louis Motors told her to collect the vehicle and informed her that it was dangerous and that she should not drive it. On 5 August 2022, the vehicle broke down, and on 8 August 2022, the complainant requested a refund from the respondent. She asked the respondent to collect the vehicle because she could not afford to transport the vehicle to Bloemfontein. Her father gradually helped her with the repairs. The vehicle's functionality was restored on 28 March 2023. On 23 June 2023, the alternator was repaired. Every month, she had to pay R5 000.00 to repair the vehicle.

12. According to the respondent, after the complainant bought the vehicle, she drove it for approximately 750km to her home. After the complainant contacted the respondent regarding the alleged defects, the respondent referred her to a mechanic in Richards Bay. The complainant, however, refused to take the

vehicle to the specified mechanic. Instead, she took the vehicle to Midbay Motors (Pty) Ltd almost three weeks later. Subsequently, Mrs Wiese requested her to bring the vehicle to Bloemfontein and offered to pay or provide accommodation. She testified that the respondent believed that it could have the identified faults repaired for much less in Bloemfontein.

13. The respondent denies that the vehicle broke down. They allege that the complainant still uses the vehicle for the purpose for which she bought it. This is evident from the odometer reading. They claim that the complainant did not initially cancel the transaction. In fact, the transaction was never finalised because the complainant still had to pay R5 000.00 for the agreement to be concluded.

14. The respondent denies that it ever gave instructions to the complainant to repair the vehicle. They claim that they requested that the vehicle be repaired by either a mechanic in Richards Bay or in Bloemfontein. Each time, the complainant refused or did not comply with the respondent's request. Then she changed her mind and requested a cancellation. Some of the repairs were conducted a year later. Further, the quote is not from the mechanic but from a VW agent. Some of the alleged repairs were conducted more than a year later.

THE LAW

15. A defect is defined under section 53(1)(a)(ii) of the CPA as 'any characteristic of the goods or components that renders the goods or components less useful, practicable or safe than persons generally would be reasonably entitled to expect in the circumstances.'

16. Section 55(2) of the CPA states:

> 'Except to the extent contemplated in subsection (6), every consumer has a right to receive goods that—
>
> (a) are reasonably suitable for the purposes for which they are generally intended;
> (b) are of good quality, in good working order and free of any defects;
> (c) will be useable and durable for a reasonable period of time, having regard to the use to which they would normally be put and to all the surrounding circumstances of their supply; and
> (d) comply with any applicable standards set under the Standards Act, 1993 (Act No. 29 of 1993), or any other public regulation.'

17. Section 56(2) of the CPA states:

> 'Within six months after the delivery of any 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, and the supplier 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 by the consumer for the goods.'

CONSIDERATION OF THE MERITS

18. According to the applicant, the vehicle's alternator failed on the date of collection, and the respondent replaced it before the applicant took delivery. Further, the vehicle kept pulling to the left on the day of taking delivery and had to be repaired. The steering control arm was found to be bent. After notifying the respondent of the fault, the applicant had it repaired so that the vehicle could be used safely. Furthermore, it is evident from the email that Louis Motors sent to the respondent on 21 July 2022 that the vehicle had several faults within a few weeks of the complainant taking delivery of the vehicle. Most significantly, all the vehicle's injectors needed to be replaced, the diesel tank had a leak, the 4x4 functionality was not engaging, the engine oil light flashed, and the airbag light was illuminated. The faults identified by Louis Motors are corroborated by the quotation for R64 694.95 obtained from VW Midbay Motors (Pty), which listed the injectors, fuel tank, battery cover, water reservoir, pump, gasket, neck filler, and air duct. As per annexure 'RC 8' to the applicant's founding affidavit, the sum of R64 694.95 was for parts only and excluded labour costs and costs for electrical faults. In addition to the identified faults, the vehicle broke down on 5 August 2022. Her father gradually helped her repair it until it was restored to working order on 28 March 2023.

19. At the hearing, the respondent argued that the quotation was insufficient to prove the defects because it did not identify the diagnosed cause of the faults. This argument ignores the fact that the quotation was not generated in isolation. It was preceded by problems that the complainant had reported to the respondent. Moreover, the vehicle was taken to Louis Motors at the respondent's direction. In any event, in *Edan Traders (Pty) Ltd v National Consumer Tribunal and Others*, the court stated that the consumer bears the onus of demonstrating that there were problems, not of showing the cause of the problems.[2] The respondent has thus not placed any evidence before the Tribunal that contradicts the applicant's version. Its denial of the alleged defects and that the vehicle broke down amounts to nothing more than a bare denial.

20. In view of the above, the definition of a defect under section 53(1)(a)(ii), and in the absence of any evidence that contradicts the applicant's version, the balance of probabilities favours the applicant's version. Remarkably, consumers are reasonably entitled to receive vehicles that do not have leaking fuel

[2] (A2024/107939) [2026] ZAGPJHC 386 (13 April 2026) par. 36.

tanks, injectors that need replacement, or break down within a few weeks of delivery. These defects rendered the vehicle less useful, practicable or safe than persons generally would reasonably be entitled to expect.

CONCLUSION

21. The vehicle was not reasonably suitable for the purposes for which it was generally intended as envisaged under section 55(2)(a) of the CPA. It was not of good quality, in good working order and free of defects as required under section 55(2)(b) of the CPA. Furthermore, it was not useable and durable for a reasonable period of time, having regard to the use to which it would normally be put and to all the surrounding circumstances of its supply as contemplated under section 55(2)(c) of the CPA.

22. After the complainant advised the respondent that she could not return the vehicle for financial reasons, the respondent ought to have collected the complainant's vehicle from Richards Bay or authorised its repair. Moreover, the mechanic had warned the complainant not to drive the vehicle with the identified defects for safety reasons, and the respondent had yet to authorise the diagnostic assessment of the engine warning light. Yet the respondent expected the complainant to bring the defective vehicle from Richards Bay to Bloemfontein, a distance of more than 700 kilometres. This assertion is based on the provisions of section 56(2) of the CPA. The legislature's objective for enacting section 56(2) of the CPA would be undermined if suppliers such as the respondent are not required to collect goods alleged to be defective from consumers who cannot afford to return such goods to them. They, suppliers, are, after all, statutorily obliged to pay for and bear the risk of returning the goods. Any other interpretation would be contrary to the provisions of section 4(2)(b)(i) of the CPA, which enjoins the Tribunal to promote the spirit and purpose of the CPA and section 4(3) of the CPA, which states-

> 'If any provision of this Act, read in its context, can reasonably be construed to have more than one meaning, the Tribunal or court must prefer the meaning that best promotes the spirit and purposes of this Act, and will best improve the realisation and enjoyment of consumer rights generally, and in particular by persons contemplated in section 3(1)(b).'

23. An interpretation of section 56(2) that would undermine consumers' right to receive goods that comply with the standards prescribed under section 55(2) of the CPA, and to return such goods, and demand that they be repaired or replaced or demand a refund, would be contrary to the purpose and spirit of the CPA. In *Natal Joint Municipal Pension Fund v Endumeni Municipality*,[3] the Supreme Court of Appeal held that 'An interpretation will not be given that leads to impractical, unbusinesslike or oppressive consequences or that will stultify the broader operation of the legislation or contract under consideration.'

[3] (920/2010) [2012] ZASCA 13 (15 March 2012).

24. By refusing to refund the complainant the amount she paid for the vehicle, the respondent contravened section 56(2)(b) read with section 55(2)(a) to (c) of the CPA.

ADMINISTRATIVE FINE

25. The applicant wants an administrative fine imposed on the first respondent. In terms of section 112(1) of the CPA, an administrative fine may be imposed in respect of prohibited or required conduct in terms of the CPA. Such a fine may not exceed the greater of 10% of the respondent's annual turnover during the preceding financial year or R1 000 000.00.[4]

26. Section 112(3) of the CPA outlines the factors the Tribunal must consider when determining an appropriate fine. The Tribunal shall deal with each of these factors under the sub-headings below.

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

The applicant alleges that the respondent's conduct is serious because it disregarded various provisions of the CPA and severely prejudiced the complainant. The complainant has been deprived of goods that are of good quality and are free of defects. The respondent has shown a blatant disregard for the provisions of the CPA by stating that the complainant would not be assisted with either the repairs or the cancellation of the transaction, despite the defects being identified just three weeks after the purchase.

26.2. Any loss or damage suffered as a result of the contravention

The vehicle broke down three weeks after purchase. The respondent requested the complainant to return the vehicle at her own expense. After the complainant advised the respondent that she did not have the financial means to return the vehicle to Bloemfontein, the complainant requested that the respondent collect the vehicle; however, the respondent failed to do so.

26.3. The behaviour of the respondent

The applicant alleges that throughout the history of this matter, the respondent has shown no regard for consumer rights enshrined in the CPA. It alleges that the first respondent refused to cooperate with the Motor Industry Ombudsman of South Africa.

26.4. The level of profit derived from the contravention

The respondent benefited from the purchase price paid by the complainant.

[4] Section 151(2) of the CPA.

26.5. The degree to which the respondent cooperated with the NCC and the Tribunal

The respondent cooperated somewhat with the investigation but has done nothing to try to resolve the matter amicably.

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

There is no evidence that the respondent previously contravened the provisions of the CPA.

27. It is evident that the respondent's conduct has had a negative impact on the complainant. She paid for the repairs of various components. After the vehicle broke down, she had to rely on her father's assistance to restore it to working order. She testified that she had to pay R5 000.00 every month to have the vehicle repaired.

28. The respondent could have authorised a repair of the vehicle in Richard's Bay or collected it. It did not and expected the complainant to incur the expenses of returning the vehicle despite being made aware that she could not afford to do so. As discussed above, such behaviour runs counter to the purpose and spirit of the CPA. It must be condemned in the strongest possible terms and visited with significant penalties that will, hopefully, deter the respondent and other suppliers from undermining consumers' rights to return goods alleged to be defective.

29. Based on a conspectus of all the evidence presented to us and having considered the applicant's submissions on all the factors prescribed in section 112(3) of the CPA, the Tribunal finds that an administrative fine of R100 000.00 is appropriate.

ORDER

30. The Tribunal makes the following order:

30.1. The respondent contravened section 56(2)(b) read with section 55(2)(a) to (c) of the CPA.
30.2. The respondent's contravention of section 56(2)(b) read with section 55(2)(a) to (c) of the CPA is declared prohibited conduct.
30.3. The respondent must refund the complainant an amount of R244 000.00, being the amount she paid for the vehicle.
30.4. The respondent must pay an administrative penalty in the amount of R100 000.00 (One Hundred Thousand Rands) within 60 business days from the date of the issuance of this order into the bank account of the National Revenue Fund, the details of which are as follows:

Bank:	Nedbank
Account Holder:	Department of Trade, Industry and Competition
Account type:	Current Account

Branch Name:	Telecoms and Fiscal
Branch code:	198765
Account number:	126 884 7941
Reference:	NCT-398794-2025-73(2)(b) and the name of the person or business making the payment.

30.5. There is no order as to costs.

Thus, done and dated 5 November 2026.

[Signed]

Dr A Potwana
Tribunal member

Presiding Tribunal member, Adv C Sassman, and Tribunal member, Ms Z Ntuli, concur.

Authorised for issue by The National Consumer Tribunal

National Consumer Tribunal
Ground Floor, Building B
Lakefield Office Park
272 West Avenue, Centurion, 0157
www.thenct.org.za

national consumer tribunal