NATIONAL CONSUMER COMMISSION v RC AUTO BLOEMFONTEIN (PTY) LTD

CASE NO: NCT-398794-2025-73(2)(b)

1. SUMMARY OF THE JUDGEMENT

The matter concerned the sale of a 2013 Volkswagen Amarok by RC Auto Bloemfontein (Pty) Ltd (the Respondent) to a consumer, Ms Maria Aletta Minnie, for R249 000.00. Shortly after taking delivery of the vehicle on 30 June 2022, the consumer began experiencing several defects, including steering problems, faulty injectors, a leaking fuel tank, electrical faults and a malfunctioning four-wheel-drive system.

Despite being notified of the defects, the Respondent refused to authorise the necessary repairs or refund the purchase price. Instead, it required the consumer to return the vehicle to its premises in Bloemfontein, at her own expense, notwithstanding that she resided in Richards Bay and could not afford the cost of transporting the vehicle.

The consumer subsequently incurred expenses repairing the vehicle, which eventually broke down on 5 August 2022. Following the Commission's investigation, the NCC referred the matter to the National Consumer Tribunal, alleging contraventions of

sections 55(2)(a)–(c), read with section 56(2)(b), of the Consumer Protection Act 68 of 2008 (CPA).

The Tribunal found that the vehicle manifested several defects within weeks of delivery and was not reasonably suitable for its intended purpose, of good quality or free of defects as required by section 55(2) of the CPA.

Importantly, the Tribunal held that a supplier's obligation under section 56(2) to bear the risk and expense of returning defective goods cannot be interpreted in a manner that shifts the cost of transporting those goods back to the consumer. The Respondent should either have collected the vehicle from the consumer or authorised its repair.

The Tribunal consequently found the Respondent in contravention of section 56(2)(b), read with section 55(2)(a)–(c), and declared its conduct prohibited conduct.

The Tribunal ordered the Respondent to refund the consumer **R244 000.00**, being the amount she had paid for the vehicle, and imposed an administrative fine of **R100 000.00**, payable within 60 business days

2. IMPACT OF THIS CASE

This judgment reinforces the consumer's right to receive goods that are reasonably suitable for their intended purpose, of good quality and free from defects. It also clarifies that suppliers cannot shift the cost and risk of returning defective goods onto consumers.

3. SUPPLIERS MUST BEAR THE COST OF RETURNING DEFECTIVE GOODS

The Tribunal emphasised that section 56(2) places the risk and expense of returning defective goods on the supplier.

A supplier cannot insist that a consumer transport a defective vehicle over a distance exceeding 700 kilometres, particularly where the consumer has explained that they cannot afford to do so.

Suppliers must make reasonable arrangements to collect defective goods or otherwise facilitate the consumer's statutory remedies.

4. CONSUMERS ARE NOT REQUIRED TO PROVE THE CAUSE OF EVERY DEFECT

Relying on *Edan Traders (Pty) Ltd v National Consumer Tribunal and Others* [2026] ZAGPJHC 386, the Tribunal confirmed that a consumer is required to demonstrate the existence of problems with the goods, rather than necessarily establishing the precise cause of those problems.

The Respondent's bare denial of the defects was insufficient to contradict the evidence presented by the Commission

5. ADMINISTRATIVE FINES FOR NON-COMPLIANCE WITH CONSUMER RIGHTS

The Tribunal imposed an administrative fine of R100 000.00, taking into account the seriousness of the contravention, the financial prejudice suffered by the consumer and the Respondent's conduct.

The Tribunal emphasised the need for penalties that deter suppliers from undermining consumers' statutory rights.

6. THE CASE SETS AN IMPORTANT PRECEDENT FOR THE MOTOR INDUSTRY

- Vehicles must comply with the quality and durability standards prescribed by section 55 of the CPA.
- Defects manifesting within six months must be addressed in accordance with section 56.
- Suppliers must bear the risk and expense of returning defective goods.
- Consumers cannot be denied statutory remedies merely because they cannot afford to transport defective goods back to the supplier.
- Refusal to provide appropriate redress may result in an administrative fine.