

IN THE CONSUMER COURT FOR THE FREE STATE
HELD IN BLOEMFONTEIN

CASE NO: FSCAC2021/6-6

In the matter between:

L MKOLOLO

PLAINTIFF

And

SPEEDSHOP BLOEMFONTEIN

DEFENDANT

JUDGEMENT

The plaintiff instituted an action against the defendant for refund of the monies paid by the Plaintiff to defendant, Speedshop Bloemfontein for repair work on his vehicle. The Plaintiff alleged that he had paid amounts of R50 000 and R27 000 to the defendant.

The matter appeared in court on the 26th November 2021, when it was finally heard after a number of postponements, however the defendant did not appear. The consumer protector showed to the satisfaction of the court that the defendant had been summoned to come to court and he failed to do so. He further requested that judgement by default be granted against the defendant. The Plaintiff was present, the matter then proceeded. There

were statements attached to the bundle of documents for the court. In the documents only the amount of R50 000 could be seen on the bank statements.

The Plaintiff was then given an opportunity to go to the bank and get the proof of payment of the R27 000. The court adjourned for the proof to be provided. When the plaintiff returned, he brought back the bank statements that showed that an amount of R50 000 had been paid but still no proof of payment of R27 000 could be obtained.


One member of the panel suggested that the Plaintiff should do an affidavit explaining the amount of R27 000. The case was then postponed for this affidavit. The matter convened on the 11/02/2022 and on this day Mr Neethling the director of Speedshop was present but however the Plaintiff was not present as the matter had been dealt with and the only matter remaining was the affidavit about the R27 000. Mr Neethling was advised that the matter was dealt with in his absence and that the only remaining part was the proof of the R27 000.

Mr Mkololo was also advised that Mr Neethling was present but because he had excused himself from appearing and that he should send the affidavit, he was not present. The affidavit was however not before court. The consumer court did not sit for a long time.

The matter was again enrolled on the roll of the 28th October 2022, when the consumer court resumed with its work. The affidavit was presented and read into the record. The affidavit however did not provide any proof of the R27000. The affidavit did not even state that the plaintiff paid the R27000 and when it was paid and how. The Judgement that was then confirmed as follows;

1. The defendant should pay/refund the defendant an amount of R50 000.
2. The Defendant should refund the plaintiff the amount of R600 (six hundred rand) being the amount the plaintiff paid to the Sheriff for service of the summons.

JUDGEMENT BY THE CONSUMER COURT FREE STATE



N M BAHLEKAZI