

**IN THE CONSUMER COURT FOR THE PROVINCE OF LIMPOPO
HELD AT POLOKWANE**

Case Number: LCC16/09/23

In the matter between:

Maphanya Mbulaheni Joseph

Applicant

And

Vhukhopfu Agri Good Solution

Respondent

Reg no.: 2022/565073/07



JUDGMENT

- (1) The Applicant is **Maphanya Mbulaheni Joseph**, an adult male resident of Limpopo Province.
- (2) The Respondent is **Vhukhopfu Agri Food Solution**, a corporate entity incorporated in terms of the laws of the Republic. The Respondent is in the business of providing various agricultural products and equipment to its client.
- (3) The Applicant is represented by **Ms Pheeha T** (Office of the Consumer Protector).
- (4) The Applicant had approached the Consumer Court for an order in the following terms:
 - 4.1 Directing the Respondent to refund the Applicant an amount of R13 400.00

4.2 Interest at a prescribed rate.

- (5) The Respondent did not attend court proceedings despite being so summoned and notified.

BRIEF BACKGROUND OF FACTS

- (6) On or around the 16th January 2023 the Applicant approached the Respondent with a view to purchase a maize thresher.
- (7) The Respondent confirmed that the product was available in stock, this resulted in the conclusion of an oral sale agreement.
- (8) The parties entered into a lay-buy agreement in respect of the purchase of the maize trasher.
- (9) The Applicant made an initial deposit of R2 000.00 pursuant to the terms of the lay-buy agreement. A further amount of R6 500.00 was paid by the Applicant some time around February 2023.
- (10) On or around February 2023 the Applicant approached the Respondent with a view to purchase another maize trasher, this time an amount of R7 900.00 was paid by the Applicant to the Respondent.
- (11) The agreement was to the effect that the Respondent was to deliver the maize threshers to the Applicant's nominated address.
- (12) However, the Respondent has repeatedly failed to honor its side of the agreement, being the delivery of the purchased maize trashers, this despite repeated calls and enquiries by the Applicant.
- (13) It was only some time later that the Respondent only managed to repay an amount of R3000.00 to the Applicant, this was against an amount of R16 400.00 already paid by the Applicant, which amount was now being demanded by the Applicant.
- (14) The Respondent adopted a strategy to ignore calls from the Applicant.



ANALYSIS OF THE EVIDENCE



- (15) By not honouring the summons to appear before this court, the Respondent has relinquished an opportunity to put forward its version.
- (16) The court notes that several attempts have been made to get some cooperation from the Respondent, these attempts were ignored by the Respondent.
- (17) It is clear that the Respondent has unduly enriched itself at the expense and detriment of the Applicant.
- (18) Several documentary evidence, including invoices and payment receipt were presented in support of the Applicant's case.
- (19) In addition, an investigator's report and a confirmatory affidavit were presented in support of the Applicant's case.

CONCLUSIONS

- (20) The evidence presented on behalf of the Applicant is neither disputed nor contradicted.
- (21) There is a vivid chain of evidence that points to the fact that the Respondent practiced an unfair business practice by failing to deliver the goods which were bought and fully paid for.
- (22) The Applicant is thus entitled to relief sought out in the Notice of Motion.

In circumstances, the following order is made:

- (a) THE APPLICATION IS UPHELD**
- (b) The Respondent is ordered to refund the Applicant an amount of R13 400.00**
- (c) The Respondent is ordered to pay interest on the above amount at a prescribed rate from the date of this order.**

Adv Ramashia RT,	Presiding.		 <p>DEPARTMENT OF ECONOMIC DEVELOPMENT, ENVIRONMENT & TOURISM LIMPOPO CONSUMER COURT 2023 -12- 14 PRIVATE BAG X9484 POLOKWANE 0700 LIMPOPO PROVINCE</p>
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Adv Monobe TE,	Concurring.
Mabiletsa M,	Concurring.

End.

