

ANNEXURE A

IN THE KWAZULU-NATAL CONSUMER TRIBUNAL, HELD AT DURBAN

CASE NO. KZNCT07/2025

In the matter between:

KWAZULU-NATAL CONSUMER PROTECTOR

FIRST PLAINTIF

DR FAHMIDA SHAIK

SECOND PLAINTIFF

Identity Number: 7211070171083

and

NATAL POWER BOATS CC

FIRST DEFENDANT

Registration Number: 2008/173626/23

NICHOLAS LANDZANAKIS

SECOND DEFENDANT

Identity Number:

SETTLEMENT AGREEMENT

First and Second Plaintiffs and Defendants request that the following settlement agreement be made an order of court by consent before the KwaZulu-Natal Consumer Tribunal :

1.

That the First Defendant will refund to the Second Plaintiff an amount of **R350 000.00 (Three Hundred and Fifty Thousand Rand)**. The first instalments being **R87 500.00** per month commencing on the **30th of May 2025** and subsequently continuing the 10th day of every month thereafter until the debt amount has been paid in full.



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2.


The First and Second Defendants undertakes and agrees to further collect the sea vessel from the residential property of the Second Plaintiff on the 15th of May 2025.

3.

The Second Plaintiff will render her full cooperation to ensure that the vessel is transferred to the First Defendant upon the First Defendant complying with the provisions of clause 1 and 2 above.

4.

That all amounts due, owing and payable in terms of this settlement agreement shall be paid directly into the Second Plaintiff's nominated bank account, via electronic funds transfer and whose details are as follows:-

- Name of Account Holder : Fahmida Shaik 
- Name of Bank : First National Bank
- Type of Account : FNB Private Wealth
- Account No. : 62099800411
- Branch Code : 209809



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5.

This settlement agreement is in full and final settlement of any of the parties claims against the other, and none of the parties to this settlement agreement shall have any further claims against the other in respect of the above legal action instituted, or any additional claims which any party to this settlement agreement may allege to have against each other in respect of, or pertaining to the previous sale agreements, save and except as provided for in this settlement agreement;

6.

This settlement agreement contains the entire agreement between the Plaintiffs and Defendants, and supersedes any and all prior oral or written arrangements or agreements. The Plaintiffs and Defendants shall not be bound by any express or implied term, representation, promise or the like not recorded herein, or incorporated herein by reference thereto;



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7.

No amendments to, or variation, or cancellation of this settlement agreement, including an amendment, variation or cancellation of this paragraph, shall be of any force or effect unless reduced to writing and signed by both the Plaintiffs and Defendants, or their duly authorised legal representatives;

8.

No relaxation or indulgence granted by any party to this settlement agreement to any other party to this settlement agreement, in respect of this settlement agreement, shall be deemed to be a waiver of that party's rights in terms of this settlement agreement.

9.

The parties agree that the Second Plaintiff shall approach any competent court to enforce this agreement which is made an order of the Consumer Tribunal and to further seek interest at the prescribed rate at the time of this agreement was made an order of the KwaZulu Natal Consumer Tribunal.

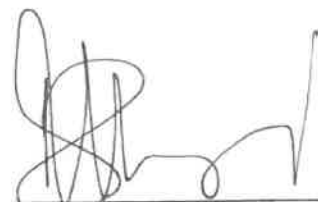



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10.

The Second Defendant namely Mr Nicholas Landzanakis agrees to be co-principal debtor and surety on behalf of Natal Power Boats for the full amount of the principal debt. In the event of the abovementioned payment not being made on the due date, the full amount outstanding will become due and payable by the First Defendant and Second Defendant immediately to the Second Plaintiff.

DATED at DURBAN this 06th day of MAY 2025.


R MOODLEY FOR AND ON BEHALF
OF THE FIRST PLAINTIFF (AND WHO
BY HIS SIGNATURE HERETO
CONFIRMS THAT HE/SHE IS DULY
AUTHORISED TO DEPOSE HERETO)


DR FAHMIDA SHAIK
FOR AND ON BEHALF OF THE
SECOND PLAINTIFF (AND WHO BY
HIS SIGNATURE HERETO CONFIRMS
THAT HE/SHE IS DULY AUTHORISED
TO DEPOSE HERETO)



**NICHOLAS LANDZANAKIS FOR AND
ON BEHALF OF THE DEFENDANTS
(AND WHO BY HIS SIGNATURE
HERETO CONFIRMS THAT HE/SHE IS
DULY AUTHORISED TO DEPOSE
HERETO)**

**IN THE KWAZULU-NATAL CONSUMER TRIBUNAL
VIRTUAL HEARING**

Case number: **KZNCT07/2025**

In the matter between:

KWAZULU-NATAL CONSUMER PROTECTOR

DR FAHMIDA SHAIK

(Name of the Consumer)

FIRST PLAINTIFF

SECOND PLAINTIFF

and

NATAL POWER BOATS CC
(Registration Number: 2008/173626/23)

FIRST DEFENDANT

NICHOLAS LANDZANAKIS

SECOND DEFENDANT

Coram:

Prof. B Dumisa	–	Chairperson & Presiding Member
Ms A Sewpersad	–	Alternate Deputy Chairperson & Member
Mrs P Dabideen	-	Member

Date of Hearing – 15 May 2025

Date of Settlement Order – 15 May 2025

SETTLEMENT ORDER

PLAINTIFFS

FIRST PLAINTIFF

1. The First Plaintiff in this matter is the **OFFICE OF THE KWAZULU-NATAL CONSUMER PROTECTOR**, established in terms of Section 5 of the KwaZulu-Natal Consumer Protector Act

(the "Act") (hereinafter referred to as "the First Plaintiff"), with head Offices at 270 Jabu Street, Pietermaritzburg, in the Province of KwaZulu-Natal.

2. The Office of the KwaZulu-Natal Consumer Protector falls under the Department of Economic Development, Tourism and Environmental Affairs (EDTEA) in the Province of KwaZulu-Natal.
3. At the hearing on 15 May 2025, the First Plaintiff was represented by Mr Ryan Moodley, a Deputy Director in the Office of the KwaZulu-Natal Consumer Protector, in the employ of the First Plaintiff.

SECOND PLAINTIFF

4. The Consumer, who is the Second Plaintiff in this matter is **Dr FAHMIDA SHAIK**, a major female who resides in Musgrave, Berea, Durban, in the Province of KwaZulu-Natal (hereinafter referred to as "the Second Plaintiff" or "the Consumer").
5. The Second Plaintiff lodged her complaint against the Defendants on the 22nd of October 2024.
6. The Second Plaintiff represented herself at the hearing on 15 May 2025.

DEFENDANTS

7. The First Defendant is **NATAL POWER BOATS CC**, a business with its principal place of business situated at 2 Cherry Road, New Germany, Pinetown, in the Province of KwaZulu-Natal (the "First Defendant" or "Natal Power Boats").
8. The Second Defendant is **Mr NICHOLAS LANDZANAKIS**, who bound himself as co-principal debtor and surety on behalf of Natal Power Boats CC for the full amount of the principal debt.
9. The Defendants were represented by Mr K. Govender, an Attorney.

BACKGROUND

10. The Consumer entered into an agreement with the Defendants for the purchase of a Gamefish 595 recreational boat and trailer which immediately proved not to be in a condition fit for the purpose it was purchased for.
11. The Consumer complains that the boat proved to have many defects at the time of the purchase; and the Seller continuously tried unsuccessfully to repair some of those defects.

APPLICATION TYPE AND ORDER SOUGHT

12. The KZN Consumer Tribunal (hereinafter referred to "the Tribunal") derives the jurisdiction for hearing this matter under Section 21 of the KwaZulu-Natal Consumer Protection Act, 4 of 2013 (the KZNCPA).
13. This matter was to be heard in terms of Section 55 and Section 56 of the Consumer Protection Act, No 68 of 2008 (the "CPA").
14. The Consumer's prayers were for: -
 - 14.1 The First Defendants conduct to be declared prohibited conduct in contravention of Section 55 and Section 56 of the CPA;
 - 14.2 Confirmation of the termination of the Agreement;
 - 14.3 The First Defendant refund to the Second Plaintiff the full amount of R350 000.00 (Three Hundred and Fifty Thousand Rand) being the total sales agreement amount;
 - 14.4 Interest on the amount referred to in (14.3) above at the mora rate in terms of the Prescribed Rate of Interest Act 53 of 1975;

- 14.5 To order the Defendants jointly and severally to pay all the above payments within 15 days of the judgment to the Second Plaintiffs bank account;
- 14.6 Directing the Defendants to refrain from conducting future business in a manner that amounts to prohibited conduct;
- 14.7 Directing the Defendants to pay an administrative penalty and / or making any other appropriate order contemplated under Section 4(2)(b)(ii) of the CPA.
- 14.8 Further and /or alternative relief.

THE FIRST PLAINTIFF'S EFFORTS TO RESOLVE THIS COMPLAINT

15. The First Plaintiff tried to mediate this matter between the parties:

- 15.1 The Second Plaintiff officially lodged her complaint against the Defendant at the Office of the KwaZulu-Natal Consumer Protector, the First Plaintiff, on 22 October 2024. This matter was allocated to Mr Sibusiso Ngubo as the Investigator / Official responsible.
- 15.2 An investigation was conducted and the parties subsequently resolved the dispute and entered into a settlement agreement and the matter was referred to the Consumer Tribunal for the settlement agreement to be made an order of the KZN Consumer Tribunal.

SUMMONS SERVED ON THE DEFENDANT

16. Summons were served on the Defendants with a set-down date.
17. It was at this stage that the parties decided on reaching a settlement order and decided to apply to the KZN Consumer Tribunal for their Draft Settlement to be made the order of the Tribunal.

THE VIRTUAL HEARING ON 15 MAY 2025

18. Both parties, the Second Plaintiff and the Defendants, attended the virtual hearing of this matter.
19. At this hearing, the First Plaintiff informed the Chairperson of the KZN Consumer Tribunal that the parties had decided to settle the matter and requested that the Tribunal make the Settlement Agreement an Order of the KZN Consumer Tribunal.

ORDER

20. The Settlement Agreement between the parties, on case KZN07/2025, is hereby made an order of this KwaZulu-Natal Consumer Tribunal. See "Annexure A."
21. Mr Nicholas Landzanakis is confirmed as Surety and Co-Principal Debtor on this Settlement Order;
22. All amounts due, owing and payable to the Second Plaintiff's bank account will be in line with the terms of this settlement agreement and shall be paid directly into the Second Plaintiff's nominated bank account, via electronic funds transfer and whose details are as follows:

BANK: FIRST NATIONAL BANK
BRANCH CODE: 209809
ACCOUNT TYPE: FNB Private Wealth
ACCOUNT HOLDER: Fahmida Shaik
ACCOUNT NUMBER: 62099800411

DATED ON THIS 15th DAY OF MAY 2025

[Signed]

Prof B Dumisa
PRESIDING TRIBUNAL MEMBER

Ms A Sewpersad (Alternate Deputy Chairperson & Member) and Mrs P Dabideen (Member) concurring

