

IN THE KWAZULU-NATAL CONSUMER TRIBUNAL HELD AT DURBAN

Case number: **KZNCT08/2025**

In the matter between:

KWAZULU-NATAL CONSUMER PROTECTOR

FIRST PLAINTIFF

ZAMUBUHLE NCIWENI

SECOND PLAINTIFF

(Name of the Consumer)

and

TESLAS VAULT HOLDINGS TRADING AS DURBAN CARZ
(Registration Number: 2024/561182/07)

FIRST DEFENDANT

KUMURAN PILLAY (DIRECTOR)

SECOND DEFENDANT

Coram:

Prof. B Dumisa – Chairperson & Presiding Member
Ms N. Cawe – Deputy Chairperson & Member
Mrs N Nursoo - Member

Date of Hearing – 23 July 2025

Date of Judgment – 16 August 2025

JUDGMENT AND REASONS

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 Protection Act 04 of 2013 (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 23 July 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 Mr **ZAMUBUHLE NCIWENI**, a major male who resides in Extension 3, Margate, in the South Coast of the Province of KwaZulu-Natal (hereinafter referred to as “the Second Plaintiff” or “the Consumer”).
5. The Second Plaintiff lodged his complaint against the Defendants on the 19th of March 2025.
6. The Second Plaintiff represented himself at the hearing on 23 July 2025.

DEFENDANTS

7. The First Defendant is **TESLAS VAULT HOLDINGS, trading as DURBAN CARZ**, a business with its principal place of business situated at **597 Umngeni Road, Durban, in the Province of KwaZulu-Natal** which address it has chosen as its domicilium citandi et executandi (the “First Defendant” or “**Teslas Vault Holdings**”).
8. The Second Defendant is **Mr KUMARAN PILLAY**, who at all stages throughout the investigation processes represented the business as its sole owner who is joined to this action as co-principal debtor and surety on **TESLAS VAULT HOLDINGS** for the full amount of the principal debt.

SUBJECT MATTER OF THE COMPLAINT: MOTOR VEHICLE NOT DRIVABLE

9. The KZN Consumer Tribunal (hereinafter referred to as “the Tribunal) derives the jurisdiction for hearing this matter under Section 21 of the KwaZulu-Natal Consumer Protection Act, 4 of 2013 (KZNCPA).

10. On or around the 17th of February 2025 the Second Plaintiff purchased a pre-owned Toyota Fortuner 4x4 with engine number 1K7884841 and licence number JN40CCGP from the Defendants. The Second Plaintiff did not protect his consumer rights when he did the following:
 - 10.1 He did not test drive the vehicle and relied only on the representations made by the Defendants;

 - 10.2 There was no written sales agreement except a tax invoice issued to him indicating the amount of R196790 (One Hundred and Ninety-Six Thousand and Seven Hundred and Ninety-Rand);

 - 10.3 He paid R191000.00 via electronic funds transfer (EFT) inclusive of purchase price and Admin Fees.

 - 10.4 He says he was not advised of the conditions of sale; and was thus surprised when the Defendants handed him a document which incorrectly included a clause which wrongly claimed that he had test driven the vehicle before purchasing it, which was not true.

 - 10.5 After being handed the keys, he discovered that the interior of the car looked very old compared to the body and exterior.

 - 10.6 It was not mechanically sound; it was noisy and the Second Plaintiff repeatedly attempted to start it without any success. The water tank was empty, as well as the oil pipe.

 - 10.7 There was no radio and other parts of the vehicle.

 - 10.8 The logbook was also missing.

- 10.9** Due to his high levels of dissatisfaction, he even tried negotiating a swap with a white Ford Ranger 2.2 that was also inside the premises. That also failed.
- 10.10** He finally decided to cancel the purchase and requested the total refund of the money he had already paid, on grounds that the vehicle was not drivable and not worthy for the intended purposes.
- 11.** Three days after the date of purchase, the Second Plaintiff got an email from the Defendant stating that they are offering him a full refund and that the process of refund may take up to 21 days. The Defendants failed to honour their promise to refund the Second Plaintiff.
- 12.** All the attempts by the Second Plaintiff to get redress failed. He even approached the Legal Aid Offices in Port Shepstone, where he was advised that the matter / complaint did not fall within its jurisdiction and that he should liaise with the Office of the Consumer Protector in the Province of KwaZulu-Natal.
- 13.** It was against this background that the Second Plaintiff officially lodged the complaint against the Defendants at the Office of the Consumer Protector in Port Shepstone, KwaZulu-Natal, on 19 March 2025.

APPLICATION TYPE AND ORDER SOUGHT

- 14.** The KZN Consumer Tribunal (hereinafter referred to as “the Tribunal”) derives its jurisdiction for hearing this matter under Section 21 of the KwaZulu-Natal Consumer Protection Act, 4 of 2013 (KZNCPA).
- 15.** The Plaintiffs sought an order against the Defendants on the following terms:
- 15.1** Declaring conduct of the Defendants prohibited in contravention of Section 55 and Section 56(2)(a) of the Consumer Protection Act 68 of 2008;

- 15.2** To refund the Second Plaintiff the amount of R181000.00 (**One hundred and eighty one Thousand Rand**) as part of the total part amount paid by the Second Plaintiff to the Defendants, as R10 000.00 was earlier refunded by the Defendants;
- 15.3** Interest on the amount referred to in 10.2 above at mora rate in terms of the Prescribed Rate of Interest Act 53 of 1975;
- 15.4** The sale agreement entered into between the Second Plaintiff and the Defendants and all subsequent agreements be cancelled;
- 15.5** To order the Defendant to pay all the above payments within 15 days of the judgment to the Second Plaintiff's bank account;
- 15.6** Directing the Defendant to refrain from conducting future business in a manner that amounts to prohibited conduct;
- 15.7** Directing the Defendant to pay an administrative penalty and / or making any other appropriate order contemplated under section 4(2)(b)(ii) of the CPA
- 15.8** Further and / or alternative relief.

MATTERS TO BE DECIDED

16. The Tribunal has to decide whether:

- 16.1** The Defendants breached the provisions of the Act as alleged; and
- 16.2** The appropriate sanction.

THE FIRST PLAINTIFF'S EFFORTS TO RESOLVE THIS COMPLAINT

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

17.1 As already stated, the Second Plaintiff officially lodged his complaint against the Defendant at the Office of the KwaZulu-Natal Consumer Protector, the First Plaintiff, on 19 March 2025. This matter was allocated to Mr Sibusiso Ngubo as the Investigator / Official responsible.

17.2 An investigation was conducted but the Defendant was not co-operative.

17.3 On the 11th of May 2025, the Defendant surprisingly paid the Second Plaintiff an amount of R10 000.00. The Second Defendant called the Second Plaintiff and stated that the payment was "for compensation".

SUMMONS SERVED ON THE DEFENDANT

18. Summons were served on the Defendants by the First Plaintiff on the 23rd of June 2025, with a set-down date of 23 July 2025.

19. The Defendants did not file any intention to defend nor file an answering affidavit, which implied that the Hearing on the 23rd of July 2025 would be held unopposed on a default basis.

THE HEARING ON 23 July 2025

20. Despite the fact that this matter was going to be heard on a default basis, one Rajen Pillay arrived at the Hearing, claiming to be the Manager at the First Defendant business and a relative of the Second Defendant.

20.1 The First Plaintiff and the Chairperson quickly informed Rajen Pillay that he will not be allowed to participate at the Hearing, because he had no locus standi to attend.

- 20.2** He conceded that he had no locus standi to attend; but requested that he be allowed to talk to the Second Plaintiff directly to see if they can settle the matter on that date of the Hearing.
- 20.3** The Second Plaintiff was not interested in having any direct discussion with this person; until Rajen Pillay specifically mentioned that he intended paying the full amount; and would give the Second Plaintiff time to confirm the receipt of the full amount before the Hearing continues.
- 20.4** The Tribunal, using its own discretion, allowed the First Plaintiff and the Second Plaintiff to meet Rajen Pillay at a separate room, where Rajen Pillay proceeded to make payment in the sum of R191 000.00 (One Hundred and Ninety-One Thousand Rand); and further confirmed that the amount of R10 000.00 (Ten Thousand Rand) already refunded on the 11th of May 2025 was for interest charges.
- 21.** At this hearing, the Second Plaintiff confirmed that the payment of R191 000.00 was received and produced proof of payment, which was provided to the KZN Consumer Tribunal in writing.

ORDER

- 22.** Accordingly, the KwaZulu-Natal Consumer Tribunal makes the following order:
- 22.1** The Defendants are declared to have engaged in prohibited conduct in contravention of Section 55 and Section 56(2)(a) of the Consumer Protection Act 68 of 2008.
- 22.2** Selling to the consumer a car that could not even start was in direct breach of Section 55 of the CPA which guarantees consumers receipt of goods that are reasonably suitable for the purposes for which they were generally intended.
- 22.3** When the Consumer paid in full the purchase price of R191 000.00 without even test driving the car (which was wrong for the Consumer to do), the Consumer wrongly

placed his faith on the Defendants that they were supplying him with a car which had the implied warranty of quality, as stated in Section 56 of the CPA.

- 22.4** The Defendants have already paid in full the Second Plaintiff a total amount of R201 000.00 (R191 000.00 + R10 000.00) with the additional R10 000.00 taking care of any interest payable.
- 22.5** The names and particulars of the Defendants must be entered on the Special Register of the Businesses that have been declared to have engaged in prohibited conduct.
- 22.6** The acceptance of liability and the remorse shown by the Representative of the Defendants, albeit coming very late, made the Consumer Tribunal reluctant to impose an administrative penalty and other further penalties on the Defendants

DATED ON THIS 16th DAY OF AUGUST 2025

[Signed]

Prof B Dumisa
PRESIDING TRIBUNAL MEMBER

Ms N Cawe (Deputy Chairperson & Member) and Mrs P Dabideen (Member) concurring