THE FAIR TRADING COMMISSION

BEFORE THE BOARD OF COMMISSIONERS

IN THE MATTER of the Consumer Protection Act, 2010;

THE FAIR TRADING COMMISSION
VS.
T.M.P COMPANY (PTY) LTD trading as WORLD ELECTRONICS
(Rep herein by Mr. Ahmed Jabber)

CPA.11.141

Complainant: Ms. Mona Soopramanian
Respondent: TMP Company (Pty) Ltd

QUORUM:
Mr. Colin Jean-Louis – Chairperson
Mr. Philippe Chong-Seng – Commissioner
Mrs. Jenna Thelermont – Commissioner
Mr. Victor Pool - Commissioner

For the complainant:
Ms. Chantale Barallon – Director for Legal Affairs (FTC)
Ms. Aaishah Gerry – Legal Assistant (FTC)
Ms. Dolores Barrack – Enforcement Officer (FTC)
Ms. Mona Soopramanian – Complainant
Mr. Aubrey Joubert – Witness

For the respondent:
Mr. Ahmed Jabber – Respondent
Mr. Divino Sabino – Attorney-At-Law

RULING

[1]On the 27th July, 2012 the Fair Trading Commission received a complaint from Ms. Mona Soopramanian (complainant) who claimed that on the 13th of November, 2010 she purchased a music set for the sum of SR.2, 500/- from World Electronic (respondent) of Huteau Lane Complex, Albert Street, Victoria. That the music set functioned only for approximately one hour then stopped. That she brought the music set back to World Electronic where she

was offered for the music set to be fixed but to date this has not been done and she has not received any advice on the status of the repair. That after original documents relating to the repair were misplaced the shop owner refused to accept liability and instead advised her that due to the lack of spare parts the music set would have to be sent to Dubai for repairs and that she, the complainant, would have to bear the cost.

[2] Officers of the Commission undertook the investigation of the matter which revealed the respondent was in contravention of Section 42(1) of the Consumer Protection Act, 2010 which states the following;

> **"42. (1)** Subject to this Part, where a consumer acquires any goods, otherwise than by way of sale or by auction, -
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> (a) for the purpose for which such goods are generally intended and the goods are not reasonably fit for that purpose;
> (b) for a particular purpose, whether or not that is a purpose for which such goods are commonly supplied, that was expressly or by implication made known to the supplier of the goods, either directly or indirectly or through another person from whom the consumer acquired the goods or by whom any prior negotiations in connection with the acquisition of the goods were conducted, and the goods are not reasonable fit for that purpose;
> (c) which are not of good quality, in good working order or defective;
> (d) are not usable or durable for a reasonable period of time, having regard to the use,
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> the consumer may, within six months after delivery of the goods, return the goods to the supplier, without penalty and at the supplier's risk and expense, and the supplier shall refund to the consumer any costs associated with the use, installation or delivery of the goods, and at the direction of the consumer, -
>
> *(i)* unless the goods are not reasonable fit for the purpose referred to in paragraph (a) or (b), repair the goods within 60 days of the return of the goods to the supplier;
> *(ii)* replace the goods within 7 days of the return of the goods to the supplier or such longer period as agreed by the parties; or
> *(iii)* refund to the consumer the price paid for the goods, within 24 hours of the return of the goods to the supplier."

[3]At the hearing of the matter on Wednesday 8th May, 2013 evidence was produced to the effect that despite many correspondences between the parties and the Commission no settlement was reached. That at one point during mediation the respondent, being represented by Mr. Ahmed Jabber, agreed to provide a full refund to be paid in instalments. The sum of SR.500/- was collected by the Commission. To date no further payments have been made, although, yet again, Mr. Jabber reiterated his willingness to fully refund the complainant on the condition that she returns a pair speakers which the respondent claims is still in the possession of the complainant. This allegation was denied by Ms. Soopramanian who stated that she returned the complete music set to the respondent. The case was adjourned to establish this contention.

[4]The matter reconvened on Wednesday 17th July, 2013. Efforts to determine the location of the speakers were futile. Both parties maintained their stance on the matter and Mr. Aubrey Joubert, the person to whom the respondent gave the music set to be fixed, deponed that he received from the respondent only the central unit and not the extra pair of speakers. Be that as it may, after lengthy negotiations, the respondent sustained his position to fully refund the complainant. Ms. Soopramanian accepted and expressed that she would prefer to have the refund in one lump sum rather than instalments.

[5]Ultimately, there was all around agreement that the respondent, **TMP Company (Pty) Ltd trading as World Electronics, pays to the complainant, Ms. Mona Soopramanian, the sum of SR. 2, 000/-** being the remaining balance to be refunded of the amount paid for the music set. **Payment is to be made to the Commission on Thursday 18th July, 2013 by 2:00pm.** This accord is hereby endorsed as final settlement of the case. We rule accordingly.

Ruling pronounced by us on this 17th day of July, 2013.

Mr. Colin Jean-Louis
Chairperson

Mr. Philippe Chong-Seng
Commissioner

Mrs. Jenna Thelermont
Commissioner

Mr. Victor Pool
Commissioner