

**Lisa Ramcharran v Executive Office Supplies**

**Case No. 04012016 – A-1**

**File No. for Referral to BOC – B-7-16**

**Hearing Date:**

**Commissioners Present: Chairman: Ronald Burch-Smith,  
Commissioners: Pradeepa Bholanauth, Rosalie Robertson, S.C., Ramesh  
Seebaran**

1. The supplier Deborah Dey owns and operates the Executive Office Supplies, which among other things, offers the services of venue décor.
2. The complainant Lisa Ramcharran hired the supplier to decorate her wedding reception venue at 17 Middle Street Goedverwagting, E.C.D for the sum of \$67,000 and the Church, the Ephraim Scott Memorial Presbyterian Church, Lot 35 Vryheid's Lust, E.C.D for \$35,000.
3. Following a site visit to the reception venue on 24 March 2016 the supplier requested an additional \$10,000 for additional work to be done on a shed at the reception venue. The fees included the removal of the decoration after the wedding.
4. The wedding was scheduled for and took place on 26<sup>th</sup> March 2016 which was the day after Good Friday. On 25<sup>th</sup> March 2016, the supplier presented herself to the reception venue to commence decorating.
5. By all accounts the decoration of the reception venue took an inordinately long time. The supplier had inadequate personnel to execute the task and the complainant and her family became impatient.

6. In the late hours of the night, Mrs. Dey alleges that she was threatened by the complainant's family. This was denied. We asked the supplier whether she expected to be able to work throughout the night and she said yes. While it is entirely possible that the complainant's family may have grown agitated in the late hours of the night as Mrs. Dey worked, we are not satisfied that their conduct was of such a nature that it made it impossible to complete. We are of the opinion that Mrs. Dey was unprepared for the work she agreed to undertake and her expectation to work through the night most unreasonable.
7. Mrs. Dey did not return to complete the work as promised on the morning of the wedding. The church was also left undone. The complainant was forced to hire another contractor at short notice to complete the church and the reception venue.
8. The parties met after the event and the supplier agreed to refund **\$78,000** for unfinished work. The first cheque that was issued spelled the complainant's name and the supplier agreed to reissue it. She did so for **\$56,000**. There was no clear reason for the reduced sum.
9. We find that the supplier Deborah Dey has breached her obligations under **section 29. (1) (a & b) of the Act**. The décor services supplied to the complainant by the supplier failed to provide the benefit the complainant should have received. On the occasion of her wedding this must have caused severe distress. We are of the view that on a purely contractual basis accepting the agreed refund was exceptionally reasonable on the part of the complainant.

10. In accordance with **section 29 (2) (a & b)**, the Commission orders that the Complainant be refunded the sum of **\$22,000** within **28 days of this Order**.

11. In accordance with **sections 96 and 98** the Commission advises that if the sum of **\$22,000** is paid, that further proceedings be stayed, otherwise the supplier should be sued for compensation **and** that the Director of Public Prosecution be advised to prosecute her for the offences committed under the Act.

**Dated 30<sup>th</sup> January 2019**

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Ronald Burch-Smith, Chairman

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Pradeepa Bholanauth, Commissioner

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Rosalie Robertson, S.C., Commissioner

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Ramesh Seebarran, Commissioner