

Savitri Bissondyal v Selena Auto Sale

Case No. 08222017 – C-23

File No. for Referral to BOC – B-6-17

Hearing Date:

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

1. On 22nd August 2017 the commission received a complaint from Savitri Bissoondyal and Niranjan Misir of 231 Track A, Coldingen, East Coast Demerara concerning the purchase of a Toyota Minibus BRR 9342 from Selena's Auto Sales. The complainants are husband and wife.
2. We conducted an oral hearing on 13th December 2017 where Mr. Misir gave oral evidence. Mr. Misir paid for the bus on by making down-payments of \$360,000 and \$400,000. He was issued a receipt on 27th July 2017. He also paid \$90,000 which he was told was for processing paperwork. It was unclear what this was. He also paid \$135,000 for a fitness and insurance. The bus was eventually repossessed from him and he was refunded \$122,000 by the insurer.
3. The bus developed problems shortly after it was delivered. The supplier carried out some repairs. Some of the problems were repaired by the complainant at his own expense. The Complainant said he and his wife fixed some of the lights, including the trifactor, head lights and brake lights but the inside lights and one of the front lights could not work.
4. He had difficulty taking time off work to attend to the repairs and eventually lost his job attending to the bus. On one occasion, the driver told him that the clutch stuck and he almost crashed. Problems with the clutch persisted. The management of the supplier told him the repairs

were minor and he should bear the cost. He said at this point he told them he is not paying for anything anymore as he tried with the other minor problems. He returned the bus 18 days after he bought it and demanded a full refund. The supplier has refused to do so. Mr. Misir informed us that the bus was sold to another person in his community.

5. The supplier had a duty to supply the bus in working condition and having elected to retain the bus, had a duty to refund the consumer. This is an obligation under **section 22 of the Consumer Affairs Act.**
6. We are satisfied that no documents were prepared and as such the sum of \$90,000 should also be refunded. We therefore order that the supplier refund the sum of **\$790,000** being the amount paid for the bus and the purported paperwork within **28 days of this Order.**
7. In accordance with sections 96 and 98 the Commission advises that if the sum of **\$790,000** 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 30th January 2019

Ronald Burch-Smith, Chairman

Rosalie Robertson, S.C., Commissioner

Ramesh Seebarran, Commissioner