



CCT/189/25/S

Matthew Abela

vs

Auto Sales Limited (C491) & Auto Sales (Mer) Limited (C32783)

Today 22nd of September, 2026.

The Tribunal,

Took cognizance of the Notice of Claim filed by Matthew Abela on the 19th of October 2025, as well as the reply of the defendant companies Auto Sales Limited and Auto Sales (Mer) Limited filed on the 8th of November 2025.

Having examined the documentation filed by the parties, heard all witnesses, and took cognizance of the relative witness statements and documents as presented;

Considered

That in the Notice of Claim, the claimant essentially stated that from the very outset this brand new Silence SO1 electric motorcycle had problems, and after some months it needed three battery replacements, and another battery fix to the BMS module, two replacements of the horn - indicator unit, two replacements of the brake fluid reservoirs, one throttle replacement, multiple other component interventions due to corrosion and electrical faults;

Claimant stated that he was stranded on roads more than once, and had to endure prolonged periods without transportation, whilst the motorcycle was at Kind's for it to be arranged;

That in their reply, defendant companies essentially denied the allegations put forward by claimant, particularly in regards to the allegation that the motorcycle was not starting, and that the battery was not charging;

Furthermore, they contended that it was not true that the Silence mobile application was not communicating between the smartphone and the motorcycle, and that the seat's stitching had come loose;



MALTA

According to defendant companies, Auto Sales Limited had provided prompt and professional assistance whenever there was need for such;

In his testimony given on the 20th of November 2025, Matthew Abela explained that this motorcycle gave him continuous problems which needed immediate attention, these included safety issues, according to plaintiff;

It transpires that Auto Sales Limited tried to fix all the problems which the motorcycle had, but certain faults continued;

It is to be noted that this was a brand-new motorcycle, and certain problems are not expected to happen;

It is to be noted as well that the motorcycle was at Auto Sales Limited for extended period of times which was a great inconvenience to claimant;

This Tribunal emphasizes that there were several issues which concerned the workings of the motorcycle which was still under warranty;

This Tribunal notes that issues with the battery were continuous although defendant company tried its best to repair the said motorcycle;

As aforesaid, all these problems which the claimant encountered took place within the first year from purchase, and according to Article 80 of Chapter 378 of the Laws of Malta, it is to be presumed that such problems or some of them existed prior to the purchase. In this regard, claimant notified immediately defendant companies of the problems, and all works and repairs were done at defendant companies according to the warranty;

That this Tribunal is of the opinion that although defendant companies did their best to rectify the problems encountered by claimant, the motorcycle continued to encounter problems and was not functioning as one expects;

Thus, defendant companies failed into bringing this motorcycle into conformity and this lack of conformity justifies determination of the purchase, that is, of the sales contract and this Tribunal is of the opinion that this contract of sale is between the parties, is to be rescinded and the refund of the purchase price is to be given to the plaintiff upon the transfer of ownership of the motorcycle to defendant companies.



Decide

Therefore, for the reasons explained here and above and after having seen the provisions of Chapter 378 of the Laws of Malta and with due regard to the circumstances of the case, the Tribunal upholds the claimant's claim and orders defendant companies to refund the sum of Seven Thousand Euros (€7,000), which is the purchase price of the motorcycle and orders claimant to return the said motorcycle to defendant companies.

The Tribunal further orders that the parties are to bear their own respective expenses in connection with this case.

A handwritten signature in blue ink, consisting of a large, stylized 'R' followed by a horizontal line and a small vertical stroke.

Richard Sladden Av.
Arbiter