



CCT 233/23/S

Tristan Stoyanovic

vs

Princess Holdings Limited

Today 22nd of September, 2026.

The Tribunal

Took cognizance of the request filed by Tristan Stoyanovic on the 4th of August 2023 and the reply filed by Princess Holdings Limited.

Examined the presented documents and heard both parties.

Considered

That plaintiff is suing defendant company for the refund of the sum of €771.72 which was debited from the plaintiff's account a few days after returning the said rented car. There is agreement on certain issues, in that the rented car was supplied by defendant company to plaintiff and at a certain point during the rental period, there needed to be filled up with the AD Blue which is needed to ensure that the car is operating under the emissions requirements as established by the European Union.

That this vehicle Fiat 500 bearing registration number BQZ361 was rented from the 10th of March, 2023 till the 4th of April, 2023.

That from the evidence standard before this Tribunal, no proof was put forward to confirm the allegation by defendant company, that the water which was found in the tank of the vehicle in question was put by plaintiff.

That in fact plaintiff confirms that he put the AD Blue himself and exhibited a copy of the receipt for which he paid and he was expecting a refund of the same.

That although a person who rents a vehicle is responsible for the vehicle and for anything that occurs during the rental period, it is the responsibility of who rents the car, in this case of

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defendant company, to make sure^{MALTA} that the vehicle is in good working order and safe during the rental period and if there was something that needed to be done like the putting of AD Blue, this was something that the rental company could have foreseen before it actually rented out the said vehicle.

That it transpires from the evidence standard in front of this Tribunal that defendant company insisted that plaintiff goes to the garage of defendant company in order for this AD Blue to be put in the car, although this version is contested by plaintiff.

That in the circumstances the rental company bears the burden of proof regarding the vehicle's condition and whatever needs to be done especially during the period that it was rented out because this was something that could have been addressed before this vehicle was rented out, in this case to plaintiff.

That it must be observed that it is an established principle of contractual law that contracts must be executed in good faith. Article 993 of the Civil Code expressly states this when it provides "*Contracts must be carried out in good faith and shall be binding not only in regard to the matter therein expressed but also in regard to any consequence which by equity, custom or law is incidental to the obligation according to its nature*".

Thus, our Courts have established that the degree of diligence to be exercised in the performance of an obligation whether the object thereof is the benefit of only one of the parties or of both is in all cases that of a *bonus pater familias*¹ as established in Article 1032 of the Civil Code.

That in the view of the Tribunal, the defendant company's actions in that it expected plaintiff to solve the situation of the AD Blue could have been avoided in that the said rental company (defendant company) should have known that during the rental period this liquid must be put in the rented car and possibly solve the situation by at least sending an employee of the rental company to administer such liquid.

That although there are some conflicting versions, it is in the opinion of this Tribunal that plaintiff managed to prove his request.

¹ vide Decision given by the First Hall of the Civil Court on the 10th of June 2026 in the case Gemini Europe Limited et vs GLD Services Limited.

TRIBUNAL GHAL TALBIET
TAL-KONSUMATUR



CONSUMER CLAIMS
TRIBUNAL

MALTA

Consequently, for the above-mentioned reasons and in the circumstances of this case and after examining Chapter 378 of the Laws of Malta this Tribunal decides to accede to plaintiff's claims and rejects the pleas submitted by defendant company as aforesaid and orders defendant company Princess Holdings Limited to pay the sum of €771.72 to Tristan Stojanovic with interest to run from today till the date of effective payment.

Each party is to bear its own expenses of these procedures.

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Richard Sladden Av.
Arbiter