



MALTA

Consumer Claims Tribunal

CCT/171/17/S

Alina Munson

VS

Kenneth Gatt - Motomania

Today, 14 of March, 2018.

The Tribunal:

Saw the Notice of Claim filed by Alina Munson on 4th August 2017 as well as the Reply filed by Kenneth Gatt on 2nd October 2017;

Saw the documentation filed, heard the parties as well as the relative testimony as well as the oral hearing which took place on 7th December 2017;

Considered:

That in the Notice of Claim, the claimant claimed the amount of one thousand, six hundred and seventy-five Euros and seventy-five cents (€1,675.75) and explained that she had purchased a scooter from Motomania (Mosta) which was unsatisfactory due to various faults;

That in his Reply, Kenneth Gatt admitted that the scooter's fuel pipes leaked and the brakes squeaked but finally, demanded seventy Euros (€70.00) from the Claimant for the two towings and repairs he carried out. Gatt also requested removal of negative comments on social media and on "Google Reviews";

That Kenneth Gatt filed a counter-claim for the amount of seventy Euros (€70.00) and in her Reply thereto, the Claimant reiterated her version of events;

That during the sitting which took place on 7th December 2017, for which the defendant failed to appear, the Claimant confirmed her claim on oath;

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That the Tribunal refers to Art. 23(2)(a) of Chapter 378 according to which the Arbiter shall, insofar as possible, decide a Claim on the same date of its hearing;

That in spite of having been served with the relative Claim and having filed a Reply and a Counter-claim, the defendant failed to appear or to submit any affidavit;

That the Claimant asked for reimbursement of the purchase price of one thousand and two hundred Euros (€1,200), reimbursement for out-of-pocket repairs amounting to two hundred and four Euros and ten cents (€204.10), moral damages amounting to two hundred and fifty Euros (€250.00) as well as the relative judicial fees;

That although the Claimant filed copies of fiscal receipts in relation to her out-of-pocket expenses, she failed to or neglected to file a copy of the relative fiscal receipt in relation to the purchase price of the scooter. However, since the defendant never contested this amount, the Tribunal is accepting the Claimant's testimony that she paid one thousand and two hundred Euros (€1,200.00) for the scooter;

That Art. 21(2) of Chapter 378 empowers the Tribunal to award moral damages, if and when it views this as duly equitable;

That although the Tribunal does not consider that the circumstances of this case demand that the defendant be condemned to pay moral damages, it is of the opinion that the remaining claims be accepted.

Decision

Therefore and for the reasons hereinabove explained, after having seen Chapter 378 of the Laws of Malta and in the circumstances of the case, the Tribunal:

- i. Upholds the Claimant's claim in the sense that it condemns Kenneth Gatt to refund the claimant the amount of one thousand and two hundred Euros (€1,200);
- ii. Upholds the Claimant's claim in the sense that it condemns Kenneth Gatt to refund the relative expenses incurred in the sum of two hundred and four Euros and ten cents (€204.10);

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iii. Rejects the Claimant's claim for moral damages; and

iv. Rejects the defendant's Counter-claim.

The Tribunal orders that the entire costs of the case be borne by the defendant.

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Richard Sladden Av.
Arbiter