



MALTA

Fit-Tribunal tal-Konsumatur

CCT/138/16/S

Cheryl Jordan

Vs

HPS Trading Ltd

Today 25 of May, 2017.

The Tribunal,

Took cognizance of the request by Cheryl Jordan filed on the 11th of July, 2016 and the reply filed on the 20th of September, 2016 by HPS Trading Ltd;

Examined the presented documents and heard both parties and their verbal submissions made during the sitting of the 17th of November, 2016;

Considered

That plaintiff is suing defendant company for misleading her in purchasing four infrared heaters which turned out to not economical. On the other hand defendant company is alleging that the heaters were ordered and installed by plaintiff without the defendant company visiting the place where they were going to be installed;

That this case is about consumption of the purchased heaters which plaintiff contends is on the high side;

That in this regard, this Tribunal has underlined the importance that every consumer gets as much information as possible before purchase in order to make an informed decision;

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That from the evidence tendered before this Tribunal, it seems that this did not take place;

That no proper survey was done prior to the purchase in order to ensure that the product was the ideal one for that particular place;

That plaintiff did not manage to prove what she is alleging;

Consequently for the abovementioned reasons and in the circumstances of this case and after examining Chapter 378 of the Laws of Malta, this Tribunal Decides to Reject Cheryl Jordan's claim and Accedes to the pleas submitted by HPS Trading Ltd as aforesaid. Each party is to bear its own expenses of these procedures.

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Richard Sladden Av.
Arbiter