



MALTA

Fit-Tribunal tal-Konsumatur

CCT/83/16/S

Mariola Prorok
Vs
Vialino Limited

Today 19 of July, 2017.

The Tribunal,

Took cognizance of the request by Mariola Prorok filed on the 18th of April, 2016 and the reply filed on the 11th of May, 2016 of Vialino Limited;

Examined the presented documents and heard both parties;

Considered

That plaintiff is suing defendant company for a defective sofa and has asked for a full refund of the price together with interests whilst the defendant company has replied that plaintiff had made a complaint 3 months after the sofa was consigned and that the damage was a result of the sofa being kept in a closed and warm place;

That there is agreement that the sofa was kept in its packing when this was delivered as the place was still not ready;

That from the evidence tendered before this Tribunal, no proof was put forward to confirm the allegation by defendant company that the reddish hue came about because the sofa was left in a closed and warm place and in its packing. In fact this Tribunal finds difficulty in believing that such could have happened to a new sofa of good quality;

That the defendant company failed to prove how the plastic packing could have resulted in a reddish hue on just one part of the sofa and not on all of it;

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That it was also alleged that plaintiff refused to examine the sofa when this was delivered. Again this Tribunal finds difficulty in understanding why should someone refuse such a thing. Furthermore in such a case, the defendant company should have written to plaintiff in this regard;

That in the circumstances this Tribunal believes that the sofa had the reddish hue from when it was delivered as no other reasonable explanation could be given for such a state;

That there are conflicting versions and in the opinion of this Tribunal, plaintiff managed to prove her request;

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 accede to plaintiff's claims and Rejects the pleas submitted by defendant company as aforesaid and Orders defendant company to change the sofa with a similar new sofa. If this is not done within a month and a half from today, defendant company must refund the sum of €2900 to plaintiff whilst the current sofa is to be returned to defendant company. Each party is to bear its own expenses of these procedures.

A handwritten signature in blue ink, consisting of a large, stylized 'S' followed by a long horizontal stroke.

Richard Sladden Av.
Arbiter