



MALTA

Fit-Tribunal tal-Konsumatur

CCT/223/16/S

Pierre Kemmler

Vs

Joseph Coppini who exercises business as Segue

Today 12th of October, 2017.

The Tribunal,

Took cognizance of the request by Pierre Kemmler filed on the 23rd of November, 2016 and the reply filed on the 7th of February, 2017 by Joseph Coppini who exercises business as Segue;

Examined the presented documents and heard plaintiff;

Considered

That plaintiff is suing the defendant for a bag which broke after this was bought from defendant. According to plaintiff, the wheels broke off twice. On the other hand the defendant is contesting the plaintiff's claims in that the damage occurred as a result of mishandling and not due to a defect in the luggage;

That the plaintiff himself admits that one of the wheels broke off during a trip and no mention is made whether a claim was filed with the airline or airport involved;

That from the evidence tendered before this Tribunal, no proof was put forward by plaintiff that the luggage was defective when bought but as aforesaid, the plaintiff himself admits that the wheel broke off during a trip;

That it is clear that plaintiff should have taken action against who might have mishandled his luggage given that no proof was put forward that the luggage was defective;

That on the other hand, once the defendant accepted to repair the luggage, this should not have taken months and the least that the defendant could do was to keep the plaintiff informed about the repairs and the length of time needed to do these;

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That in the circumstances this Tribunal believes that the plaintiff failed to prove his case but the defendant should have treated plaintiff in a more timely manner;

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 reject plaintiff's claims and accepts the pleas submitted by defendant as aforesaid but Orders defendant to pay plaintiff the sum of €30 fixed *ex aequo et bono* for the length of time taken for the said repairs. Each party is to bear its own expenses of these procedures.

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Richard Sladden Av.
Arbiter