

MALTA

**In the Consumer Claims Tribunal**

**Linda Josephine Megson**

VS

**Justin Buttigieg - Reboot**

CCTG/10/15 MS

12 February, 2016

The Tribunal,

Having seen the applicant's claim dated 22nd September 2015.

Having seen that defendant failed to reply to said claim.

Having seen the acts of the case and heard the applicant under oath and the parties submissions.

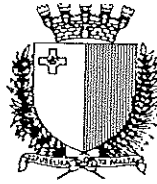
**Considers**

The Tribunal first of all that in spite of all the opportunities given to defendant, said defendant failed to reply to the claim within the time prescribed by law as well also during the the pendency of this case. Defendant did not even have the courtesy to reply to emails sent by plaintiff after the sitting of the 30th October 2015 (page 8) as agreed during that sitting.

**Considers**

That plaintiff bought a lap-top from defendant company on the 28th February 2014 for the price of €480.00 (see attached receipts). Defendant did not provide a written guarantee but assured plaintiff that the lap-top would be covered by a two year guarantee.

That plaintiff made use of said lap-top for fourteen months after which time lap-top stopped working. Consequently plaintiff took laptop to defendant company on the 6th April 2015 to have it repaired. After that, lap-top was never returned to plaintiff despite several assurances from defendant that the lap-top was due to be returned from Malta, where it was allegedly taken for repairs. Till today, plaintiff does not know what happened to this lap-top and no explanation was offered by defendant although the latter did concede that the lap-top had not yet been returned and that he had every interest in sorting out the matter .



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### Considers

As far as the merits of this case, this Tribunal does not intend to dwell on them unnecessarily. Defendant admits that he had in his possession a lap-top sold to plaintiff by himself which was covered by a two-year guarantee. Within this period the lap-top failed to function and was delivered to defendant for repairs and was subsequently never returned. In spite of plaintiff's testimony and receipts showing that the lap-top was bought for four hundred and eighty Euro (€480.00), plaintiff is only claiming four hundred and nineteen Euro. (€419.00). Plaintiff did not offer explanation for this discrepancy in her evidence. Suffice to say that plaintiff had made use of the lap-top for at least 14 months.

That since the lap-top was used, the Tribunal feels that it would therefore be appropriate to award plaintiff a reduced amount which will better reflect the true value of the lap-top when it was delivered to defendant. The Tribunal also notes that plaintiff has been without a computer since April 2015 - i.e for a period of nine months, which is unacceptable and plaintiff merits compensation for this.

For this reason, the Tribunal decides to accede to plaintiff's request and orders defendant to pay plaintiff the reduced sum of four hundred and nineteen Euro (€419.00) covering both the value of the lap-top and compensation for damages on account of defendant's negligence and lack of professional ethics.

Expenses are to be borne by defendant.

A handwritten signature in black ink, appearing to read 'Michela Spiteri'.

Michela Spiteri LL.D  
Arbiter