



Claim Number CCT 114/16/GB

Pierre Kemmler

VS

Euroim - JSM Ltd.

Today 7th September 2016

The Tribunal

After taking into consideration the claim in the above-cited names presented on the 1st June 2016, whereby the Claimant asked for a refund in the amount of eight hundred and six Euro (€806.00), in representation of the amount paid by the Claimant to the Respondent Company for one main door and two internal doors, ordered from and installed by the Respondent Company, which installation did not take place according to good workmanship.

The Respondent Company did not present a reply in writing to the claim at hand, but attended the sitting.

That after having heard the testimony on oath of the Claimant, who testified in person, and after having taken into consideration all the facts and circumstances pertaining to the case;

Considered the following:

The Claimant submitted in writing that:-

On the 10th June 2015, Claimant had ordered from the Respondent Company, the installation of one main door and two internal doors for a total sum of eight hundred and six Euro (€806.00).

Due to the fact that the door frames were not fitted professionally in their apertures, the sealer between the frame and the wall kept falling off and cracks kept cropping up after the sealing paste dried.

The request for a good fit of the doors was never executed.

The Tribunal notes that:-

The Respondent Company did not file a reply in writing to the Claimant's claim and thus lost its right to defend its position in the said claim.

The Tribunal takes into consideration, that in his testimony under oath, the Claimant confirmed his written claim.

The Tribunal notes that despite the fact that in the sitting held on the 6th July 2016, an agreement was reached between the parties whereby the Respondent Company bound itself to carry out all necessary repairs, it was brought to the Tribunal's attention in the sitting held on the 27th July 2016, (wherein there appeared only the Claimant), that the reparatory works which had taken place in the interim had in actual fact worsened the situation at hand.

The Claimant exhibited a number of photos and an email reflecting such, which were collectively marked as Dok.PK1.

For the above reasons:

The Tribunal, after taking into consideration all of the above, notes the lack of respect on behalf of the Respondent Company which was shown to the claimant, by not presenting a reply in writing to the claim at hand, and also the lack of respect shown to the Tribunal, by not appearing for the appointed second sitting. The Tribunal concludes that according to the evidence presented, the Respondent Company lacked greatly in its services in respect to the Claimant, and thus is accepting the claim as made by the Claimant, and ordering the Respondent Company to pay the Claimant the sum of eight hundred and six Euro (€806.00), with the expenses of the case to be borne by the Respondent Company.



**Avv. Gabrielle Buttigieg
Arbiter**