



Consumer Claims Tribunal

Ana & Milo's Stevanovic

vs

Isabelle's

CCT 104/19/MS

11th March 2020

The Tribunal

Having seen plaintiffs' claim filed on the 20th August 2019 requesting a refund of the sum of four hundred and two Euro (€402.00), being the cost of a dress bought online in addition to shipping and alteration costs, after dress was given to defendant for alterations, which alterations were not carried out professionally.

Having seen defendant's reply filed on the 10th September 2019, refuting plaintiffs' claim and insisting that if there was any fault and if alterations were not carried out to customer satisfaction, this should be attributed to plaintiff.

Having seen the records of the case and the documents exhibited.

Having heard the evidence under oath.

Considers

That plaintiff Ana Stevanonic bought a dress online from China which dress cost approximately €262.00. She also paid a further €110.00 in shipping costs and €25.00 for the alterations carried out. Plaintiff tried on the dress in the presence of defendant and agreed on what needed to be done for the dress to be slightly shortened from the back. Plaintiff claims that although she was not wearing any shoes at the time, she stood on her tiptoes and that the dress had been clearly by defendant who was clear on what needed to be done.

It appears that although defendant agreed to the job, she did not carry out the alteration herself but took the dress to another seamstress to have it cut and altered. She claims, however, that she was present when the dress was cut. Defendant insists that if the dress

was too short, this was due to the fact that plaintiff was not wearing high heels when she tried on the dress and that this may have contributed to the issue.



MALTA

Considers

That there is no doubt that defendant was not entirely professional in the handling of this issue. She agreed to carry out the job despite the fact that the plaintiff was not wearing shoes at the time.

Thus, she can't use this as an excuse to try to shift the blame for her negligence. The dress was brought to her and marked by her and her alone. Plaintiff had every reason to expect that the alterations would be carried out by defendant as per her instructions. The alteration ought to have been carried out by defendant and not given to a third party who was not present during the fitting and who had no juridical or other connection with plaintiff.

Defendant tends to be contradictory: when testifying before the Tribunal she claims that she engaged a third party to carry out the job because she didn't have a big enough table, whilst in a text message which was sent to plaintiff "a tempo vergine", she apologises to plaintiff: "sorry to tell you the truth someone done it for me cause I was very busy but when we cut i was with here"

In her testimony defendant also corroborates plaintiff's version that she did not wish the front to be touched. It was defendant who suggested that the front be cut and eventually plaintiff agreed on 'just a little bit'. Unfortunately, when the alterations were completed and plaintiff tried on the dress, this turned out to be too short, as can be evidenced by the pictures. It is useless for defendant to now try to shift the blame on plaintiff's lack of footwear, when she agreed to carry out the job in the first place. The Tribunal is also satisfied that plaintiff did in fact stand on her tiptoes and this would not have affected the length of the dress, had this been done properly. The Tribunal is more inclined to feel that it was the fact that a third party, who had no relationship with plaintiff and who was not present during the fitting carried out the alterations, without plaintiff's prior knowledge and without listening to her instructions. Plaintiff should have been aware of this situation and since she was not, she is well within her rights to claim a breach and demand compensation.

Plaintiff is claiming the amount of €402. This includes the cost of the dress, shipping and alterations costs. The Tribunal feels that in the circumstances it would fairer to adjust compensation *arbitrio bono viri* to the sum of €300.00.

For these reasons, the Tribunal partially accedes to plaintiffs requested and orders defendant to pay the sum of €300.00 to plaintiffs.

With costs.

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

Dr. Michela Spiteri
Arbiter