



MALTA

Fit-Tribunal tal-Konsumatur

Alexander Gavrichkin

vs

Sewing Studio - Irina Magro

CCT 7/21/MS

20 October 2021

The Tribunal

Having seen plaintiff's claim presented on 19th January 2021 requesting this Tribunal to order defendant/ company to pay the sum of €40.93 subsequent to an order made by plaintiff, which order was not completed as agreed upon.

Having seen that defendant/ company duly notified with the notice of claim and hearing did not file a reply and did not appear before this Tribunal to contest the claim.

Having seen the acts of the case and heard the evidence under oath.

Considers.

That from the evidence tendered, it emerged that on the 22 October 2020, plaintiff's wife Anna Gavrichkina placed an order with the Sewing Studio on plaintiff's behalf, and was issued an order confirmation. The order was collected and fully paid on the 28 October, but it later transpired that the order was not fully completed and instead of completing the full order of 4 curtains, only 2 were completed. In fact the material which had been provided was returned and cut in two halves but left unfinished. Plaintiff and his wife returned to Sewing Studio and asked for the completion of the remaining two curtains. The work was done but upon collection they were asked to pay a further forty Euro for the work, as according to Irina Magro, the original order was only for two curtains not four. Plaintiff and his wife refused to pay the additional price and as a result, the two curtains were never released and the material had to be repurchased and reordered and additional expense.

That from the evidence and documents submitted it is clear that plaintiffs paid the sum of 60 Euro on the 28 October 2020. Plaintiff also produced a copy of the order form which is written in Russian. A translation made by translator/interpreter Anastasia Lexnikova was



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also submitted and it is clear that the original order was for 4 curtains with hook and fastener and also to shorten two curtains.

Considers

Plaintiff testified and confirmed that he provided the material for four curtains and the amount of €60 was paid on collection. However upon closer inspection at home it emerged that only two of these four curtains had been completed and plaintiff's wife went to query this, Irina Magro told her that the order was only for two curtains and that she would have to charge an additional forty Euro for the completion of the original order.

Plaintiff's wife also testified and confirmed that she went personally to the Sewing Studio to ask for the service and for alterations and provided a plan which she also exhibited. Once she realised that the order was not completed, from that point on her husband took over.

Considers

That in the absence of any contestation by defendant/ company who did not file a reply or appear before the Tribunal to tender evidence, the Tribunal has no choice but to accede to Plaintiff's request, which is corroborated by supporting documentation and which is also reasonable in the circumstances.

Plaintiff is requesting the sum of €40.93 which is the additional cost he had to pay for the order to be completed.

For these reasons, the Tribunal accedes to plaintiff's claim and orders Sewing Studio and Irina Magro in solidum to pay plaintiff the sum of forty Euro and ninety three cents (€40.93). With costs.

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

Michela Spiteri LL.D
Arbitru