



MALTA

Fit-Tribunal tal-Konsumatur

Diane Elizabeth Vella

vs

Portelli & Brincat Ltd

CCT 187/21/MS

22nd June 2022

The Tribunal

Having seen the claim filed by plaintiff on 1 November 2021 requesting this Tribunal to order defendant company to pay the sum of eighty Euro (€80.00) being the deposit paid by plaintiff for a *zebra blind* ordered by plaintiff, which *blind* was never delivered. (See Sales Order 001272)

Having seen that defendant company, duly notified, did not file a reply and did not appear before this Tribunal when called to give evidence.

Having seen all acts of the cases and heard the plaintiff testify under oath.

Considers

That from plaintiff's testimony it emerged that in May 2021, plaintiff and her friend went to defendant company and each placed a separate order for blinds. The plaintiff ordered a set of blinds and paid a deposit of eighty Euro and was told that the blind would be delivered within two to three weeks. Three weeks later, when the blinds still had not arrived, plaintiff followed up with a series of phone calls and was promised that they would be delivered in due course. Defendant company even gave plaintiff two separate appointments and on both occasions she took a day off to wait for the delivery, but to no avail. Plaintiff therefore requested a refund in September 2021. Plaintiff even exhibited an email exchange she had with owner Mauro Portelli, who apologised for the shoddy service and agreed to refund plaintiff, but once again this was not forthcoming.

The Tribunal notes that the merit of this case are identical to case 186/21/MS also decided by this Tribunal and in fact the cases are connected.

Having seen all the emails exchanged between plaintiff and Mauro Portelli, who apologised



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for the '*really bad service*' and also accepted to refund the deposit the Tribunal can't help but comment on the deplorable treatment meted out to plaintiff by defendant company, who did not even bother to turn up for the sitting before the Tribunal or file a reply.

In the circumstances, it is amply clear that Plaintiff is more than justified in her claim which should be acceded to.

For these reasons, the Tribunal accedes to plaintiff's request and orders defendant company to pay her the sum of eighty Euro (€80.00). With Costs to be borne by defendant company.

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

Michela Spiteri LL.D
Arbitru