



In the Consumer Claims Tribunal

In the Acts of Claim CCT 29/21/F

Pierre Kemmler

vs

Med Alls Limited

Today, the 13 October, 2022.

The Tribunal:

Having seen the Notice of Claim filed by the applicant on the 23rd February 2021;

Having seen that the respondent company failed to file a formal Reply to the applicant's claim;

Having heard the sworn testimony of the applicant and the respondent company, represented by Keith Attard, during the sitting of the 30th May 2022;

Having seen the documents exhibited by the parties;

Having seen the acts of Claim CCT/131/18/MS in the names *Pierre Kemmler vs Med Alls Limited* (decided on the 4th December 2019) the adjoinment of which was ordered *ex officio* by the Tribunal due to the connection of merits.

Considered:

Whereas through the instant proceedings, the applicant is requesting that the defendant company is ordered to pay him the sum of five hundred and nine Euro and eleven cents (€509.11) [sic.] with interest. Applicant claims that this amount is due to him as a refund for an alleged overpayment made by him to respondent company back in August 2016, when he had ordered various aluminium apertures.

Whereas through the sworn testimony of Keith Attard, the respondent company rebutted that the sum of five hundred and seven Euro and fourteen cents (€507.14)



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which the applicant is alleging to be an overpayment was in fact the price of an additional bathroom window covered by a separate invoice.

Whereas documentation supporting this explanation was exhibited by Keith Attard and clearly demonstrates that there were in fact two separate invoices issued to the applicant: one in the sum of three thousand, five hundred and forty Euro and eighty-nine cents (€3,540.89) [invoice 23478, dated 19th August 2016] and another in the sum of five hundred and seven Euro and fourteen cents (€507.14) [invoice 23484, dated 22nd August 2016]. The authenticity of this documentation was not challenged by the applicant at any time.

Whereas the Tribunal considers the version of events given by the respondent company to be the more credible of the two and accordingly, will proceed to dismiss the applicant's claim as unfounded.

Decision:

Therefore, for the abovementioned reasons, in the circumstances, after having seen Chapter 378 of the Laws of Malta, the Tribunal hereby decides the applicant's claim by dismissing it.

All costs are to be borne by the applicant.



Avv. Mattia Felice
Arbiter