



MALTA

Consumer Claims Tribunal

In the Acts of Claim CCT 216/21/F

Cengiz Bayir

vs

Motors Inc

Today, the 4th January 2023

The Tribunal:

Having seen the Notice of Claim filed by the applicant on the 17th December 2021;

Having seen that the respondent company failed to file a formal Reply to the applicant's claim despite being duly notified with the Statement of Claim;

Having heard the sworn testimony of the applicant and the respondent company, represented by Joseph Scicluna and Mark Camilleri, during the sitting of the 14th June 2022;

Having seen the documents exhibited by the parties.

Considered:

Whereas through the instant proceedings, the applicant is requesting that the defendant company is ordered to pay him the sum of three thousand, four hundred and ninety-nine Euro and thirty-three cents (€3,499.33) which sum represents the sum which he paid to defendant company, as the official repairer for Opel and Vauxhall vehicles in Malta, for a new gearbox fitted to his vehicle [Vauxhall Antara, registration number CEN-111].

Whereas during his sworn testimony, the applicant clarified that his claim concerns a particular spare part termed a "transfer box" which was replaced by the defendant company way back in 2017 and not the whole transmission system of the car. He further confirmed that the vehicle was not bought new from Malta but was imported from the United Kingdom. Importantly, in his affidavit, the applicant acknowledged



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that “I totally understand that I am out of warranty but all I have driven is 15k [presumably 15,000 kilometres] which is unacceptable for a brand-new transmission/gearbox”.

Whereas through the sworn testimony of its representative Joseph Scicluna, the defendant company stated that normally, with spare parts, as is the instant case, the warranty period given is that of two years. He further confirmed that the warranty period had already elapsed when the claim regarding the allegedly defective “transfer box” was made and thus, the company was not in a position to honour the claim.

Whereas the documentation presented as evidence by the applicant himself clearly indicates that the part in question was purchased and paid for on the 4th September 2017. The first correspondence between the applicant and the respondent company about the alleged defects in the part was only made in May 2021, and furthermore, the instant claim was lodged on the 17th December 2021, that is way beyond two years from date of purchase.

Whereas Article 78(1) of the Consumer Affairs Act (Chapter 378 of the Laws of Malta) clearly sets out that “*the seller shall be liable to the consumer for any lack of conformity which exists at the time when the goods were delivered and which becomes apparent within two years of that time*”.

Whereas on the strength of the above considerations, the Tribunal considers the applicant’s claim to have been lodged *fuori termine* and will therefore abstain from considering the claim further.

Decision:

Therefore, for the abovementioned reasons, in the circumstances, after having seen Chapter 378 of the Laws of Malta, the Tribunal hereby declares the applicant’s claim as having been filed *fuori termine* and will therefore abstain from considering the claim further.

All costs are to be borne by the applicant.


Avv. Mattia Felice
Arbiter