



Fit-Tribunal tal-Konsumatur

CCT/8/20/S

Irina Petrenko & Michael Abele

VS

Kind's Auto Sales Ltd

Today the 16th day of February, 2023.

The Tribunal,

Took cognizance of the request submitted by Irina Petrenko and Michael Abele on the 14th of January, 2020 and the reply by defendant company Kind's Auto Sales Ltd filed on the 7th of February, 2020;

Took cognizance of all the documentation submitted and heard the parties, together with their final submissions;

Considered

In the first place, that plaintiff submitted that she is the owner of vehicle of the type Mercedes Benz bearing registration number GBQ-105, and it started developing faults after more than 5 years since the purchase of the said vehicle. When plaintiff took the car to defendant company, the latter made various changes which according to the same company were enough, but according to plaintiff, problems persisted and when she took it to another mechanic, he highlighted the problem with the water pump, which according to him was not considered by defendant company;

On the other hand, defendant company stressed that the problems which plaintiff alleged were not the cause as a



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result of some negligence on its part but were extraneous to same;

Defendant company submitted that it made its best endeavours to solve the problem and in fact after having examined and worked on the vehicle, the highlighted problems were solved. The same defendant company reiterated that it made all that was possible to help and solve the problems alleged by plaintiff;

The Tribunal, examined in detailed evidence tendered by all parties, and from the outset it is clear that plaintiff did not manage to prove that defendant company was negligent in not repairing the vehicle when the vehicle was taken to defendant company for the necessary repairs;

In fact from the acts, it is clear that defendant company repaired the vehicle on various occasions and that after using normal methods via computer, what was indicated as being faulty, was changed;

It transpires from the evidence tendered in front of this Tribunal, that when the vehicle was brought to defendant company there were no issues with the water pump, and from the witnesses produced by defendant company, it transpired that there were no traces of any liquid which could be an indication that the water pump was not working;

From the evidence tendered, no proof was put forward which can be attributed to the fact that any of the works made by defendant company, were made in a negligent manner and without any consideration, and although there was subsequently a problem with the water pump, this cannot be attributed in any way to defendant company;

The Tribunal took note as well that this car came out with a 2-year warranty and the first problems took place after the lapse of the said period;



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Consequently, for the abovementioned reasons and after taking into consideration all the acts and Chapter 378 of the Laws of Malta, the Tribunal Decides to Dismiss plaintiff's request and Accepts defendant company's submissions.

The Tribunal further orders that the parties are to bear their own respective expenses in connection with this case.

A handwritten signature in blue ink, consisting of a large, stylized loop followed by a long horizontal stroke.

Richard Sladden Av.
Arbiter