



ARBITER

Dr. Deborah Schembri

Sitting held on Monday the 9th of October, 2023

Claim No: CCT97/23/DS

Christopher Richard Evans

Vs

Portelli and Brincat Ltd.

The Tribunal

Saw the notice of claim presented by claimant on the 14th of June, 2023 where he asked for a refund of one hundred and eighty Euro (€180) for a blind which was taken by the company for repairs but was not returned, fixed or otherwise.

Saw that the defendant company, duly notified with the notice of hearing as well as the notice of claim, did not file a reply and for this reason was considered contumacious by this Tribunal;

Saw that the company did not even send a representative to the sitting to defend its position during these proceedings;

Saw all the acts of this case;

Heard the evidence given by the claimant under oath.

Considered

That from the evidence it appears that the claimant confirmed the details of his claim under oath. Since the respondent company neither filed a reply nor sent its representative to present the company's version of events, the applicant's version is in no way contradicted. In addition, the applicant's version is corroborated by

documentary evidence that leaves no doubt in the mind of this Tribunal that the facts happened as it was confirmed under oath.

From the acts of the case it is clearly shown that not only has claimant brought enough proof to prove his case, but also brought proof of how much the said blind costed (this was originally one out of two blinds bought on the same day for the amount of three hundred and sixty Euro (€360)) and therefore also proved how much money is owed to him in view of the fact that the blind was not returned.

The Tribunal also notes that claimant tried numerous times to contact the defendant company to try and settle the matter, however to no avail. This has caused undue inconvenience to the defendant which this Tribunal cannot ignore.

Additionally considered

That in Subsidiary Legislation 378.01 Consumer Claims Tribunal Rules, Rule 12.1 tghid illi **'If a defendant does not attend for the hearing, the Arbiter may allow the claim against that defendant.;**

Decision

Therefore, for all the reasons mentioned above, after seeing the documents, seeing Chapter 378 of the Laws of Malta, and after considering all the circumstances of the case, this Tribunal considers that the applicant proved his case sufficiently and to the degree required by the law and therefore according to merit and substantive justice as well as according to equity feels that his request should be accepted in its entirety.

For these reasons, the Tribunal decides this case by accepting the request of the claimant and by condemning the respondent company to pay the amount of one hundred and eighty Euros (€180) to the plaintiff while releasing the company from the obligation to return the blinds as well as by condemning the same company to pay the sum of forty Euros (€40) to the said plaintiff as moral damages for the inconvenience caused to him.

With costs to be borne respondent company.



Deborah Schembri

B.A. (Leg. & Hum. St.) (Melit.),
M.A. (Bioethics) (Melit.), LL.D. (Melit.),
Adv. Trib. Eccl. Melit.

Arbiter