



Fit-Tribunal tal-Konsumatur

Isabel Guerguiev and Anguel Iankov Gueorguiev

vs

Borvin Aluminium Limited (C 38377) and Borvin Holdings Limited

CCT 168/21/MS

Today, 18th October 2023

The Tribunal

Having seen plaintiffs' claim dated 4th October 2021 requesting the Tribunal to order defendant companies to pay them the sum of €2,200, part of a larger sum of money that plaintiffs paid to defendants, in connection with the purchase and installation of aluminium apertures, which apertures were defective and developed problems during the warranty period.

Having seen that defendant companies, duly notified through the procedure of publication and affixation, did not file a reply according to law and that a representative from either of defendant companies did not attend for any of the hearings before the Tribunal and made no attempt to contact the Tribunal.

Having seen the acts of the case and heard the evidence under oath.

Considers.

That plaintiffs purchased aluminium apertures for their property situated at 63, Sevilla, Triq Lazzaru Pisani, Zebbug Malta. They paid €6,055.24 for the whole amount - an initial deposit of €2,000 and the outstanding balance once the installation was carried out. Plaintiff states that after a while defects started to appear and plaintiffs spoke to representatives of defendant companies, who initially denied and then delayed the issue, so much so that they had no choice but to proceed before the Tribunal. Plaintiff also stated that although other defects and damages had emerged since initiating proceedings, they decided to proceed with the amount claimed when the case was started. In fact the claim is based on one particular aperture. Plaintiff also exhibited photographic evidence which



shows that the double glazing was exposed to air and started to crystallise. The invoice refers to a 5 year guarantee and a 10 year guarantee on the double glazing. Plaintiff claims that the photos show defects on both the aluminium and also the glass itself. Supplier agreed to replace the glass but did not accept liability for damage to the aluminium, alleging that the damage was caused by gypsum works carried out within the property after installation. Plaintiff denied this claim and said that no gypsum work was ever carried out within the property subsequent to installation. Plaintiff confirmed that he paid the total price of €6,000 which included the apertures and the installation, and that everything was installed by defendant company.

That although defendant companies were duly notified according to law, nobody appeared to give evidence and no reply was filed disputing the claim, which claim is therefore uncontested. This does not augur well and serves to corroborate plaintiff's testimony to the effect that defendant company was uncommunicative and uncooperative.

After having heard the evidence of plaintiff, the Tribunal feels that plaintiff's version of events is both plausible and credible and, after having seen s. 12.1 of S.L378.0, the Tribunal uphold plaintiffs claim against defendant companies and orders them to pay plaintiffs, in solidum, the sum of €2,200. With costs against defendant companies.

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

Michela Spiteri LL.D
Arbiter