



The Consumer Claims Tribunal

In the Acts of Claim CCT 181/20/F

Luke Desira and Romilyn Jo Desira

vs

Luigi Conte

Today, the 13th November 2023

The Tribunal:

Having seen the Notice of Claim filed by the applicants on the 24th November 2020;

Having seen the Reply filed by the respondent on the 15th December 2020;

Having seen the Decree delivered by the Tribunal during the sitting of the 8th November 2021 whereby it was ordered that these proceedings be held in the English language;

Having heard the sworn testimony of the applicant during the sitting of the 8th November 2021;

Having seen the documents exhibited by the applicant.

Considered:

Whereas through the instant proceedings, the applicant is requesting that the respondent be condemned by this Tribunal to pay him the sum of three thousand, three hundred Euro (€3,300). This sum represents a refund from payments advanced to the respondent and also compensation for damages caused.

Whereas in his Reply, the respondent argues that these proceedings should not have been brought because the matter between the parties was already settled through a mutual agreement. Respondent also argues that all works were executed correctly and up to trade standards and therefore, no damages may be attributable to him. Finally, the respondent explains that what is being claimed through these proceedings exceeds the sums which he had been paid by the applicants and therefore, since the applicants will be benefiting from a substantial amount of work, an unjust enrichment scenario arises if their claim is upheld in its entirety.



Whereas during his testimony, the applicant explained that he together with his wife had hired the defendant to execute an array of finishing works in their apartment. He stressed that timing was of a paramount importance as they were living in rented accommodation. As regards payments, the sum of €1,450 was paid as a deposit on contract and a further payment of €3,650 was made during works, making up a total of €5,100. Half-way during works, the respondent asserted that in order for him to be able to continue, a new agreement would need to be concluded. The applicant explained that he was not satisfied with the work performed by the respondent because plastering of a 13m wall was not completed; the respondent is not qualified to work as an electrician in Malta; damaged waterproofing on the front terrace, broke travertine tiles that were to be placed on the terrace wall; did not honour the conditions laid down in the contract of works concluded between the parties. It was acknowledged that a partial refund of €2,150 in cash was made by the defendant, reducing the total sum paid by applicants to respondent to €2,950. No technical evidence of the “damages” claimed was produced.

Whereas despite filing a Reply and attending for a sitting, the respondent stopped attending the sittings and therefore, in view of the summary nature of these proceedings, the Tribunal declared the hearing of the Claim as closed in the sitting of the 9th October 2023 and put off the Claim for judgement.

Whereas the Tribunal considers that the applicants have satisfactorily proven that many of the works executed by the respondent were not up to standard, but this still does not justify the award of a sum which surpasses that which they have effectively paid to the respondent. Thus, in the circumstances the Tribunal will use its equitative discretion *arbitrio boni viri* and accordingly liquidates the sum of two thousand Euro (€2,000) as being due to applicants by the respondent.

Decision:

Therefore, for the abovementioned reasons, in the circumstances, after having seen Chapter 378 of the Laws of Malta, the Tribunal hereby decides this claim by partially upholding it and consequently condemns the respondent to pay the applicants the sum of two thousand Euro (€2,000). Interest shall run as from the date of this decision.

All costs relating to these proceedings are to be borne by the respondent.


Avv. Mattia Felice
Arbiter