



Julita Tobianska

vs

Jason & Bradley Auto Dealer

CCT G5/23 MS

1 December, 2023

The Tribunal

Having seen plaintiff's claim dated 28 February 2023, wherein she requested this Tribunal to order plaintiff to pay her the sum of one thousand nine hundred and eight euro, (€1,908) pursuant to purchasing a vehicle from defendant company, which broke down within forty minutes of purchase.

Having seen that defendant company, duly notified according to law, did not reply to Plaintiff's claim and failed to attend the sitting before this Tribunal.

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

Considers

That from the evidence presented, it emerged that plaintiff purchased a second hand car (Mitsubishi Pajero) from defendant company at the end of September 2022 and paid an initial deposit of one thousand euro. Upon collection and forty five minutes into the journey, the car broke down and had to be towed to a parking lot next to the home of plaintiff. Plaintiff immediately got in touch with defendant who agreed to come and fix it, on condition that the balance owed was settled. For this reason, plaintiff paid the remaining five hundred euro balance, but defendant never actually fixed the car. Plaintiff paid the money by Revolut and sent it to a woman, ostensibly the partner (wife or girlfriend) of defendant.

Plaintiff confirmed that the car was being garaged in a warehouse and that she was still paying for parking.

Nobody from defendant company appeared before the Tribunal when called to do so, and plaintiff's claim, which is also corroborated by messages which were exhibited, remains uncontested. The Tribunal can't help but call out defendant company's outrageous and appalling behaviour, which is both unprofessional and fraudulent.



Despite the fact that plaintiff did not bring proof of the insurance and parking charges sustained, the Tribunal has no reason to doubt the veracity of plaintiff's evidence and that of her partner, which were tendered under oath, which is also corroborated by text messages and photographs which indicate that the car has been parked at Zammit Clapp carpark for at least one year. (See message dated 30 November 2022).

For these reason, the Tribunal is hereby acceding to plaintiff's request and orders defendant company to pay plaintiff the sum of one thousand nine hundred and eight euro (€1,908.00) within three weeks from today. Defendant company is being ordered to take back possession of the vehicle once the amount is paid in full. In the event that defendant fails to comply with these orders within the stipulated time, the plaintiff is hereby authorised to take all those measures necessary for the scrappage of the vehicle. With costs against defendant company.

A handwritten signature in blue ink, appearing to read 'M. Spiteri', with a horizontal line underneath.

Michela Spiteri LL.D  
Arbiter