



Fit-Tribunal tal-Konsumatur

Joven Grech

vs

Turkish Airlines Inc u b'digriet tat-2 ta' Lulju 2025 is-socjeta' Aviation Services Handling Limited giet kjamata in kawza.

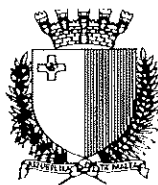
CCT 53/25/MS

24 ta' Gunju 2026

It-Tribunal

Ra l-avviz tar-rikorrent ipprezentat fil-11 ta' Marzu 2025 fejn talab lil dan it-Tribunal jikundanna l-isocjeta intimata Turkish Airlines Inc l-ammont ta' sitt elef euro (€6,000), rapprezentanti danni sofferti wara li hu u tlett uliedu twaqqfu mill jaqbdu titjira minn Malta ghal Singapore u dan konsegwenza tal-fatt li s-socjeta' Aviation Services Handling Limited, b'mod traskurat u illegali, wasslet ghad-decizjoni illi r-rikorrent ma kellux id-dokumenti necessari biex jithallas jidhol fil-pajjiz ta' Singapore, kif spjegat ahjar fl-istess avviz;

Ra r-risposta tas-Socjeta' Turkish Airlines Inc fejn eccepjet b'mod preliminarili s-socjeta' intimata mhijiex il-legittimu kontradittur u dan peress illi l-verifikar tad-dokumenti isir mill-kumpanija Aviation Services Handling Limited u dan skond ftehim bejn iz-zewg kumpaniji; illi fuq il-mertu, is-socjeta' Turkish Airlines Inc mhuwiex responsabbli ghall-allegat danni; illi minghajr pregudizzju ma kien hemm l-ebda nuqqas min-naha tal-kumpanija li dejjem agixxiet bhala bonus paterfamilias u ghaldagstant it-talbiet huma infondati fil-fatt u fid-dritt; illi minghajr pregudizzju id-danni sofferti kienu rizultat tan-negligenza tar-rikorrent; illi minghajr pregudizzju, ir-rikorrent ghandu jipprova l-allegat danni li huma kontestati; salv eccezzjonijiet ohra;



Ra d-digriet tat-2 ta' Lulju 2025 fejn it-Tribunal laqa' t-talba ghall-kjamat in kawza tas-socjeta' Aviation Services Handling Limited u ordna n-notifika tal-atti lill-istess;

Ra r-risposta tas-Socjeta' Aviaton Services Handling C 103226 fejn eccepjet preliminarjament u b'referenza ghall-Artikolu 23(4) tal-Kap 378, li qabel ma talba tigi prezentata quddiem it-Tribunal, fl-ewwel lok ir-rikorrent kellu jirreferi t-talba tieghu lid-Direttur Generali jew lil xi ghaqda tal-Konsumaturi registrata li ghandhom jippruvaw iwasslu lill-partijiet fi ftehim; illi t-talba kellu jitressaq biss wara li jkunu gew ezercitati r-rimedji ordinarji kollha applikabbli u ghalhekk il-proceduri odjerni huma prematuri; illi fit-tieni lok u minghajr prgudizzju ir-rikors jidher ibbazat fuq allegazzjonijiet mhux sostanzjata b'ebda forma ta' evidenza dokumentati u ghalhekk is-socjeta' esponenti ma tistax tressaq difiza adegwata ghat-talbiet frivoli tar-rikorrenti; illi fi kwaunkwe kaz u minghajr prgudizzju is-socjeta' esponenti tikkontesta bhala infondata fil-fatt u fid-dritt u ssostni li dejjem iwettqu d-dmirijiet taghom b'diligenza, attenzioni u prudenza skond l-istandard tal-bonus paterfamilias, u b'konformita' mal-proceduri stabbiliti u r-regolamenti applikabbli; salv eccezzjonijiet ulterjuri;

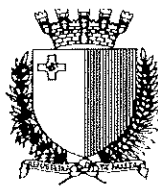
Ra l-atti kollha tal-kawza;

Sema' x-xhieda bil-gurament

Ikkunsidra

Illi qabel xejn, it-Tribunal ser jikkunsidra l-ewwel eccezzjoni preliminari sollevati mis-socjeta' Aviation Services Handling, u cjoe' illi r-rikorrent kellu jirreferi t-talba tieghu lid-Direttur Generali jew xi Ghaqda tal-Konsumaturi u li t-talba kellu jitressaq biss wara li jkunu gew ezercitati r-rimedji kollha applikabbli. Illi t-Tribunal jaghmel referenza ghall'ittra ta' referenza mibghut fil-5 ta' Marzu 2025 minn fejn jirrizulta illi l-ilment gie riferut lid-Direttur Generali (Affarijiet tal-Konsumaturi) fit-18 ta' Novembru 2024 u li l-ebda ftehim ma ntlaghah mid-data tal-ilment.

It-Tribunal ghandu quddiemu wkoll eccezzjoni ohra mressqa mis-socjeta' Turkish Airlines Inc u cjoe' li s-socjeta' mhijiex il-legittimu kontraddittur u dan peress illi l-verifikar tad-dokumenti isir mill-kumpanija Aviation Services Handling Limited; Illi wara li li giet kjamata in kawza is-socjeta' Aviation Services Handling Limited, t-Tribunal jidhirli li din l-eccezzjoni ma tistax tigi deciza qabel ma jigu ezaminati l-provi kollha fil-mertu.



Ghalhekk f'dan l-istadju it-Tribunal qed jichad l-ewwel eccezzjoni tas-socjeta' Aviaton Services Handling u ser ighaddi biex jikkunsidra l-mertu.

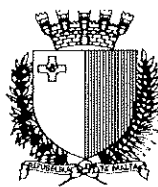
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Illi rrizulta mill-provi illi r-rikorrent flimkien mat- tfal tieghu kienu ser jaqbd u ajruplan minn Malta mat-Turkish Airlines u d-destinazzjoni ahhari taghhom kien l-Awstralja. Ir-rikorrent ighid illi wasal fic-check in desk ghaxar minuti qabel ma kellu jaghlaq izda mal-wasla tieghu gie nfurmat illi kien jonqos jimla xi dokumentazzjoni. Effettivament ntqal illi kellu jimla 'Singpass form' li skond l-ufficjali kien rekwizit gdid. Ir-rikorrent ighid illi huwa ilu jivjagga ghal dawn l-ahhar hsmistax - il sena u huwa ben konxju tad-dokumentazzjoni li jkun hemm bzonn. Apparti dan, kien ghadu kemm mar Singapore xahrejn qabel u ma kellux bzonn visa ghalhekk kien surpriz kif hu qatt ma gie infurmat b'dan ir-rekwizit tramite l-emails numeruzi li ntbaghtu lilu. Fil-fatt hu ipprova jimla l-formola u fil-fatt irnexxielu jaghmel dan malajr , pero' wara gie mitlub 'FIN number' li huwa xi haga illi tikkoncerna biss cittadini tas-Singapore. Ir-rikorrent gibed l-attenzjoni ta' dan il-fatt lill-ufficjal, pero' gie injorat u minflok qallu biex ibiddel it-titjira tieghu, filwaqt li baqa' jinjora d-domandi tieghu. Ma kellux ghazla ohra hlief li jerga' jibbukja l-flight, pero' meta pprova jaghmel hekk gie infurmat illi ma setax jaghmel bidliet ohra peress illi l-booking originali (flexi ticket) kienet diga nbidlet u dan mhux min-naha tieghu, izda min-naha tal-linja tal-ajru. Rizultat ta' dan kellu jerga' jixtri erba' biljetti godda ghall-prezz ta' €4,600.00. Dan kien diffici li ghalih u ghat-tfal tieghu ghaliex huma kienu sejr in lura lill-ommhom li tghix l-Awstra. Qal ukoll illi meta hu kien qed jivvjagja lura u wasal Singapore, mar l-ufficju taol-immigrazzjoni sabiex jivverifika jekk kien hemm bzonn ss-singpass, u gie infurmat illi dan seta' mtela mal-wasla tieghu f' Singapore. Qal ukoll illi gie infurmat minn-agent 'Turkija illi kien sar zball u nghata parir biex jitlob kumpens.

Illi xehed ukoll Yusuf Morkoyun permezz ta' affidavit bl-Ingiliz illi qal testwalment hekk :

That my role at Turkish Airlines Malta is that of a Station Manager. It is in this capacity that I am writing this affidavit concerning Mr Joven's claim.

Mr Grech did not provide any information regarding his flight tickets and flight details . This made it very difficult for us to research our system and establish what happened. From what mr Grech is saying, it appears he was denied boarding to a Turkish Airlines flight because he did not have a Singpass form.

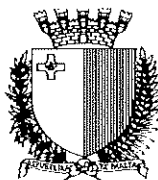


First and foremost, the verification of travel documents is not carried out by Turkish Airlines, but by its handling company in Malta, Aviations Services Handling Limited. This in terms of the Ground Handling Agreement attached (Dok YM1). It is ASH that handles the checking of travel documents for flights (clause 2.2.3a)), the denied boarding process (clause 2.2.11) and denied boarding compensation (Clause 2.2.11) . It was therefore an ASH employee that requested the Singpass form from Mr Grech, not a Turkish Airlines employee.

In checking documentation, ASH makes use of the Travel Information Manual Automatic system (TIMATIC). This is an official system provided by the International Air Transport Association (IATA) that provides information about the docmyets required for entry into countries via international air travel . Therefore in the case of passengers flying from Malta to Singapore, TIMATIC lists the documentation requirements which include the submission of an SG Arrival Card (Doc YM2).

It is not clear for Turkish Airlines what the ASH representative was referring to by requesting a 'Singpass Form'. This could have been a mistake by ASH, for which it should be ASH that is responsible, or a reference to the SG Arrival Card, that is required by TIMATIC.

It was the responsibility of the passenger Mr Joven Grech, to have the travel documents required to enter Singapore, including therefore the SG arrival Card. Turkish Airlines General Conditions of Carriage of Passengers and Baggage (Doc YM3), to which Mr Grech agreed when purchasing the flight tickets provide that it is the passenger that is responsible for complying with the regulations of the countries to be flown into, and Turkish Airlines shall not be responsible for any assistance or information provided by its agents with respect to compliance with such regulations. (Article 12.1). They also provide that passengers can be denied boarding if the passenger does not have the necessary documents for the journey (Article 7.1.10.8) and that passengers are required to present to the handling company any documents requested for the purpose of controlling entry to the country in question under the rules of the respective countries (Article 12.2). The Terms and Conditions also require the passenger to be at the airport on time to complete the boarding procedures (Article 6) - this is being stated because according to the passenger himself, he came to the check-in desk 10 minutes before it was supposed to close, and he therefore had a very short time to sort out his documents.



Therefore the loss of Mr Grech's flight was by no means caused by Turkish Airlines. Turkish Airlines should therefore not be responsible for any damages. It is for these reasons which include those mentioned in this affidavit, therefore, that it is believe that Mr Joven Grech's claims against Turkish Airlines should be rejected.

Xehed ukoll Adnan Hassan, impjegat fi hdan il-kumpanija Aviation Services Handling Limited, li qal testwalment hekk:

I have been in continuous employment with Aviation Services Handling Limited for almost two years, during which time I have been assigned duties pertaining to passenger check-in and related operational procedures, and I currently occupy the role of Lead Agent.

In connection with the matters forming the subject of these proceedings, I distinctly recall that on 17 October 2024, mr Grech presented himself at the check-in counter tighter with his children in order to check in for his scheduled flight to Singapore.

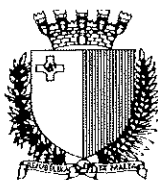
Mr Grech arrived approximately seven to eight minutes before the scheduled closure of check-in, thereby leaving a very limited time frame in which the necessary procedures could be completed.

Upon scanning the boarding pass in the ordinary course of the check-in process, the Timatic arrival-requirements system, provided to Aviation services Handling Limited by Turkish Airlines, generated a notification stating that the Singapore Arrival card had to be completed prior to check-in.

For clarity, the Timatic system is programmed and maintained exclusively by the airline, in this case, Turkish Airlines. The system automatically issues pop-up alerts indicating any documentation or entry requirements which must be satisfied before a passenger may be checked in. Aviation Services Handling Limited neither creates alters nor determines such requirements and is bound to follow the information and restrictions imposed by the airline's system.

When processing mr Grech's check-in, the system issued a pop-up confirming that the Singapore Arrival card was required for travel. Upon receiving this alert, I immediately asked Mr Grech whether he had completed the required Arrival Card.

Mr Grech stated that the Arrival card was not required. However, this is incorrect, as the Singapore Arrival Card is a mandatory requirement for all passengers entering or transiting through Singapore with a layover, including in cases such as Mr Grech's, where he was scheduled to remain in Singapore before continuing his journey to Melbourne.



Contrary to what has been alleged, I never requested that Mr. Grech complete and 'Singpass' form, as the SingPass system is exclusively for Singaporean citizens and residents. The only requirement was the Singapore Arrival Card, which must be filled out by all non-resident travellers.

In order to confirm the requirement, I consulted the duty manager on shift, Mr Yusef, who likewise verified that completion of the Singapore Arrival card was obligatory for passengers travelling on that routing.

I clearly informed Mr Grech of this requirement and, in an effort to assist him, I provided him with the official website link through which he could complete the Arrival Card for himself and for his children.

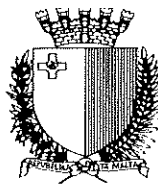
Despite the assistance offered, Mr Grech did not complete the Singapore Arrival Card before check-in closed and therefore, in accordance with standard airline procedures and operational requirements, Aviation Services Handling Limited was unable to process his check-in.

With regard to Mr Grech's allegations that he was unable to change his flight despite having a flexible ticket because the airline had issued a cancellation, I categorically state that this matter does not fall within the competence or responsibility of Aviation Services Handling Limited. Flight changes, cancellations, re-bookings, and any associated costs are exclusively determined and administered by the airline itself, and Aviation Services Handling Limited has no authority to alter, override or influence such decisions.

Ikkunsidra

Illi t-Tribunal għandu quddiemu s-segwenti dokumentazzjoni:

Dok JG 01 - Check-in/ Reservation for Luxury Seaford Oasis - (Unit 4/180-181 - Hwy, Seaford, VIC 3198, Australia) - Check in Saturday October 19 - Check out October 24 - Guests 1 adult, 2 children -Amount Paid - €129.87. Free Cancellation policy before 2.00pm on October 18.



Dok JG 03 - 4 biljetti 'one-way' minn Malta ghal Melbourne - fl-ammont ta' €4,696.00 datat 18 Ottubru 2024 - received from Music Tree Limited

Dok JG 04 - Booking confirmation - Passenger Mr Joven Grech - Departure Dubai - Melbourne - Departure: Tuesday 22 October 2024, 03.00 from Dubai - Arrival Tuesday 22 October 2024, 23.20 in Melbourne. - Duration 13 hours 20 minutes.

Dok JG 05 - Booking confirmation - Melbourne to Singapore - Departure : 24 October 16.50 - Arrival 22.05.

- Singapore / Istanbul - Departure 24 October 23.25 -
Arrival 05.35

- Istanbul/ Malta - Departure 25 October 07.35
- Arrival 09:05

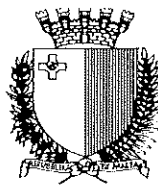
Dok JG 06 - Turkish Airlines - Change in flight plan - previous flight 26 October 2024 - New Flight - 25th October 2024 - Istanbul - Malta.

It-Tribunal jahgmel referenza ghall-kontro-ezami tar-rikorrent fejn huwa ikkonferma illi Doks JG7, JG 8 dawn m'ghandhomx jaqsmu mal-mertu tal-kawza.

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Illi t-Tribunal ma jistax ma jikkumentax fuq il-skarsita' ta' provi ghal dak li ghandu x'jaqsam mat-titjira originali tar-rikorrenti u jaqbel pienament mas-socjeta' intimata Turkish Airlines ghandha ragun meta tghid illi r-rikorrent ma pprovdix informazzjoni dwar it-titjira/ prenotazzjoni originali tieghu la fix-xhieda tieghu quddiem dan it-Tribunal u wisq inqas fid-dokumentazzjoni li gew prezentati. It-Tribunal ghalhekk kellu jaghmel esercizzju 'fill in the blanks' biex jipprova jistabilixxi x'gara f'dan il-kaz u d-dati ta' meta kellu jsiefer ir-rikorrent.

Illi wara li ra l-atti kollha, it-Tribunal huwa sodisfatt illi r-rikorrent u t-tfal tieghu mar l-ajurport l-ewwel darba fis-17 ta' Ottubru 2024 u wasal fic-check-in desk xi ghaxar minuti jew inqas qabel ma ghalaq. Gie mitlub jimla formola u sab diffikulta' tant li c-check-in date ghalaq u ma rnexxilux jaqbad l-ajruplan. Ghalhekk, kellu jixtri erba' biljetti godda u dawn inxtraw fit-18 ta' Ottubru 2024. It-Tribunal innota wkoll illi l-booking ghal Airbnb f'Seaford, Australia, sar fit-28 ta' Settembru 2024 u kien jkopri l-perjodu mid-19 ta'



Ottubru sa 24 Ottubru. Kien hemm ukoll 'free cancellation policy' qabel it-18 ta' Ottubru u ghahekk ir-rikorrent seta' jikkancella sa dakinhar.

Ir-rikorrent telaq minn Malta (it-tieni darba) fit-22 ta' Ottubru 2024 fuq flight EK101 minn Malta ghal Dubai - u fl-istess gurnata qabad ajruplan minn Dubai ghal Melbourne. Wasal Melbourne fit-22 ta' Ottubru 2024 fil-23.20 hrs. Milli jidher, ir-rikorrent kellu jixtri biss titjira 'one-way' umbaghad uza l-istess biljett li kien ser juza originariamente biex jivvjagja lura lejn Malta - u cjoe' telaq minn Melbourne fit-24 Ottubru u wasal Malta fil-25 ta' Ottubru.

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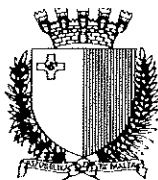
Illi ghalkemm kien ikun hafna iktar ahjar li kieku r-rikorrent ipprova u esebixxa l-biljetti originali kif ukoll evidenza relatat mal-hlas taghhom, it-Tribunal huwa sodisfatt illi r-rikorrent kellu biljett ghalih u ghat-tfal tieghu biex jivvjagja lejn Singapore/ Awstralia fl-17 ta' Ottubru u kellu jerga' jixtri biljetti godda meta ma thalliex jitla fuq l-ajruplan. Illi ghalkemm it-Tribunal jidhirlu illi kien hemm element ta' traskuragni min-naha tar-rikorrent li missu wasal fic-check-in gate almenu nofs siegha (jew anke iktar) qabel ma ghalaq, iktar u iktar meta kien qed jivvjagja mat-tlett uliedu fejn ghaxar minuti zgur mhuwiex hin bizzejjed, it-Tribunal mhuwiex konvint ili dak li gie mitlub jaghmel kien necessarju. Se mai kien sta ghas-socjetajiet intimati li jippruvaw illi dak kien rekvizit 'sine qua non', pero' din l-evidenza ma ngabix.

Illi fl-affidavit tieghu, Yusuf Morkoyun ighid hekk:

"Therefore in the case of passengers flying from Malta to Singapore, TIMATIC lists the documentation required which include the submission of an 'SG Arrival Card. (Extract attached Doc YM2."

Ili ghalkemm ix-xhud Adnan Hassan ighid ili l-SAG card huwa mandatarju, dan bl-ebda mod gie ippruvat. It-Tribunal josserva illi anke jekk is-Singapore Arrival card (SGAC) hija mandatarju illum il-gurnata (fis-sena 2026), dan il-kaz gara fis-sena 2024, meta r-regoli setghu kienu differenti,

Illi t-Tribunal ghandu quddiemu dokument esebit mal-affidavit ta' Yusuf Morkoun u dok YM2 jirreferi ghal dokument scanned fejn hemm miktub: 'Timatic-3/20JAN25/1005 UTC fejn fost hafna affarijiet ohra hemm indikat 'Passengers must submit the SG Arrival Card (SGAC) before arrival.



Illi apparti l-fatt li dan id-dokument mhuwiex dokument ufficjali u huwa biss print out jew scan li ma fih l-ebda letter head ufficjali, id-dokument stess qed jirreferi ghal data ta' 20 January 2025.

Effettivament, it-Tribunal huwa sodisfatt illi ma giex ippruvat illi fis-sena 2024, passiggieri kellhom bil-fors jimtlew l-SGAC. It-Tribunal huwa propens li jemmen illi dak iz-zmien generalment kienu jithallew jitolghu jivvjagaw u se mai kienu jigu 'flagged' u mitluba jimlew fl-immigrazzjoni wara li jinzlu fl-Ajruport f'Singapore. Illum il-gurnata, jidher illi r-regoli huma hafna aktar iktar stretti. Fit-30 ta' Jannar 2026, l-Immigration & Checkpoints Authority (ICA) ta' Singapore introduciat is-sistema **No-Boarding Directive (NBD)**. Taht dawn ir-regoli, Singapore mexxiet infurzar tal-kontrolli tal-fruntieri qabel it-tluq tat-titjira. Illum il-gurnata jekk tonqos milli tissottometti l-SGAC, tigi mičhud milli titla' fuq it-titjira fil-bieb tat-tluq.

Illi t-Tribunal jasal li japprezza illi dakinhar ir-rikorrent gie mitlub jaghmel hekk ghaliex seta' kien hemm 'airline-specific policy', pero' dan bl-ebda mod ma gie ippruvat u anke kieku, jekk verament kien hekk, is-socjeta intimata missha gabet prova illi r-rikorrenti kien avzat minn qabel ufficjalment. Mill-provi irrizulta wkoll illi r-rikorrent seta' jimla d-dettalji mac-check in desk, anke bl-ghajuna tal-agent u t-Tribunal ma jeskludix ukoll illi seta' kien hemm element ta' frustrazzjoni min-naha tal-ufficjali abbazi tal-fatt illi r-rikorrent halla kollox għall-ahhar u ma kienx hemm hin bizzejjed.

Illi anke jekk, ghal grazzja tal-argument, it-Tribunal jikkoncedi illi r-rikorrent wera nuqqas ta' prudenza ghaliex halla kollox għall-ahhar u għahekk dak li gara kien rizultat tal-agir tieghu, xorta wahda jibqa' l-fatt illi l-biljett originali tieghu kien 'flexi ticket' u li kieku ma kienx hemm bidla min-naha tas-socjeta' intimata Turkish Airlines Inc, hu kien ikun fil-liberta' kollha illi jibiddel il-biljett minghajr ma jehel spejjes addizzjonali.

Illi t-Tribunal jinnota wkoll dak li ntqal mis-socjeta' Turkish Airlines Inc., cioe' li ma giex ippruvat li dawn l-ispejjez gew sostnuti mir-rikorrent, u dan ghaliex il-hlas sar minn terza persuna li mhijiex parti f'dawn il-proceduri. Illi, ghalkemm huwa minnu li l-erba' biljetti nextraw mis-socjeta' Music Tree Limited, li tagħha huwa direttur ir-rikorrent, b'danakollu, fil-kuntest legali Malti, dejjem gie ritenut li pagament magħmul minn terz huwa validu. Għalhekk, bl-istess mod li pagament minn terz jista' jehles lid-debitur mid-dejn tieghu, it-Tribunal jidhirlu li pagament magħmul minn terz għan-nom u f'isem ir-rikorrent jibqa' xorta wahda pagament validu u ma jeskludix li r-rikorrent ikun garrab id-dannu jew l-ispejjez relatati ma' dak il-pagament.



Illi ghalhekk, it-Tribunal huwa sodisfatt illi r-rikorrent ghandu ragun u t-talba tieghu tisthoqq li tigi akkolta. Illi ghal dak li huwa l-quantum, pero', it-Tribunal ma jidhirlux ili r-rikorrent irnexxieu jiggustifka t-talba tieghu ghal sitt elef euro. Ghalhekk it-Tribunal ser jilqa' t-talba limitament ghall-ammont ta' €4,600.00.

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

Dr Michela Spiteri, LL.D.

Arbitru