



Eva Golmayo

Vs

Sicily by Car - Princess Operations Ltd

CCT 37/25/CC

Today 8th April, 2025

The Tribunal;

Having seen the claim filed by claimant on the 4th March 2025, whereby claimant requested payment of €563.10c (five hundred, sixty three euros and ten cents) being partly a refund of an amount paid to respondent company relating to renting of a vehicle, and partly compensation due to claimant as a result of delays and inconvenience arising out of the incident with the vehicle rented by respondent company.

Having seen that respondent company duly notified on the 5th March 2025 with the Notice of Claim, and Notice of Appointment of Sitting submitted a reply, whereby *inter alia* the plea of prescription under Article 1431 of Chapter 16 of the Laws of Malta was raised.

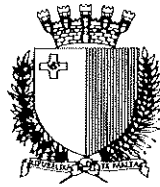
Having seen the acts of the case.

Having heard claimant give evidence on oath during the sitting dated 1st April 2025, and having seen that no one on behalf of respondent company appeared for the scheduled sitting.

Considers;

That primarily, this Tribunal is to examine the plea of prescription submitted by respondent company, which plea is qualified under Article 1431 of Chapter 16 of the Laws of Malta. The said Article stipulates the following:

1431. (1) The actio redhibitoria and the actio aestimatoria shall, in regard to immovables, be barred by the lapse of one year as from the day of the contract, and, in regard to movables, by the lapse of six months as from the day of the delivery of the thing sold.



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(2) Where, however, it was not possible for the buyer to discover the latent defect of the thing, the said periods of limitation shall run only from the day on which it was possible for him to discover such defect.

(3) The said periods of limitation shall run as provided in sub-article (2) of article 1407.

The Tribunal points out that the cited Article by respondent company relates to the *actio redhibitoria* and the *actio aestimatoria*, which actions are intrinsically related to the notion of sale. The pending issue between the parties in these proceedings does not relate to a sale, but to a service given by respondent company to the claimant. Moreover, respondent company failed to appear for the sitting scheduled for presentation of evidence, and hence respondent company failed to produce any evidence to substantiate the plea of prescription. In the circumstances, the Tribunal is rejecting the plea of prescription raised by respondent company.

Considers;

It results that in July 2024 claimant rented a vehicle from defendant company for the period between 26th July 2024 until 1st August 2024, for the total payment of €386.64c (three hundred and eighty six euros, and sixty four cents). Upon collecting the vehicle, claimant noted multiple warning lights on the dashboard of the vehicle, to which she informed the company's representative. Claimant was informed that such lights would switch off upon usage of the vehicle. It transpired that the day after, the battery's vehicle went flat, and the claimant was left stranded on the road. For this occurrence, the claimant had to engage a roadside assistance company, to which she paid a sum of €171.10c (one hundred seventy one euros, and ten cents). The day after this incident, claimant explains that the warning lights re-appeared on the dashboard.

By the present proceedings, claimant is requesting this Tribunal to refund the amounts of €171.10c (one hundred and seventy one euros, and ten cents) being amount paid to roadside assistance company, and the amount of €92 (ninety two euros) representing amount of vehicle rental fees for non-functional days. Moreover, the claimant is requesting payment of moral damages in view of distress, delays and inconvenience caused.

The Tribunal, having seen the acts of the case and the documentation filed by claimant, is of the opinion that the version presented by claimant is correct and truthful, and hence merits confirmation to the amounts of €171.10c (one hundred and seventy one euros, and ten cents) being amount paid to roadside assistance company,



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and the amount of €92 (ninety two euros) representing amount of vehicle rental fees for non-functional days. Moreover, regarding claimant's request for awarding moral damages, upon consideration of the facts of the case, the Tribunal is of the opinion that an amount of €100 (one hundred euros) is to be awarded.

Consequently and upon review and careful examination of the facts of this case, and also upon review of the documentation and acts of this proceedings, in line with Chapter 378 of the Laws of Malta, the Tribunal accedes *in parte* to the request filed by claimant and condemns respondent company to pay claimant the total sum of €363.10c (three hundred and sixty three euros, and ten cents).

The expenses of these proceedings are to be exclusively borne by the respondent company.

A handwritten signature in blue ink, appearing to read 'C. Cherrett'.

Dr Charmaine Cherrett

Arbiter