



Helena Bonello

Vs

Petrov Aleksandar - Blinds 4 All

CCT 27/23/CC

Today **23RD** April 2024

The Tribunal;

Having seen the claim filed by claimant on the 14th February 2023, whereby claimant requested a refund of €280 (two hundred and eighty euros) from respondent, being amount paid by claimant to respondent for Roman blinds duly ordered, delivered and installed.

Having seen that respondent duly notified with the Notice of Claim, and Notice of Appointment of Sitting, appeared for the sitting scheduled for the production of evidence of the parties, and eventually submitted a reply, whereby respondent opposed the claim as advanced by claimant, for the reasons as listed in the said reply.

Having seen the acts of the case.

Having heard claimant and respondent give evidence on oath during the sitting of the 21st November 2023.

Considers;

It results that in October 2022 claimant placed an order with respondent for a Roman blind for the price of €280 (two hundred and eighty euros), which Roman blind was eventually delivered and installed. Upon installation it transpires that claimant did not point out to respondent any defects to the said Roman blind, and from respondent's evidence the Roman blind was to claimant's liking.

After a few days, claimant contacted respondent, complaining in respect of the quality of the Roman blind, particularly to the open-and-close mechanism of the blind. Respondent on the other hand, did not accept responsibility for the alleged defects and low-quality of the blind, and rejected claimant's request for a refund.



Consequently, claimant had to seek redress and file these proceedings, requesting a refund from respondent for the amount of €280 (two hundred and eighty euros).

The Tribunal, having seen the acts of the case, the documentation filed by both claimant and respondent, is of the opinion that the version presented by claimant is correct and truthful. The Tribunal remarks that as explained by claimant, she placed an order with respondent on the basis of a photograph, exhibited and marked as Document HB in the acts of these proceedings. However, claimant selected a different material than the one on the photograph, hence consequently, the end result was totally diverse from the blind illustrated in the photograph. In this scenario, the trader was duly bound to explain to claimant the diverse characteristics, and ultimately the different result that the blind as ordered would have.

Consequently and upon review and careful examination of the facts of this case, and also upon review of the documentation and acts of these proceedings, in line with Chapter 378 of the Laws of Malta, the Tribunal accedes to the request filed by claimant and condemns respondent to pay claimant the sum of €280 (two hundred and eighty euros), and claimant is to return the Roman blind to respondent upon payment.

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

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

Dr Charmaine Cherrett

Arbiter