



**Nico Bachrach**

**Vs**

**RCE Design Co Ltd/Miton Cucine**

CCT 107/25/CC

Today 30<sup>th</sup> January 2026

The Tribunal;

Having seen the claim filed by claimant on the 9th June 2025, whereby claimant requested payment of €560 (five hundred and sixty euros) being the price of a kitchen hood which claimant ordered subsequently to the sale of a kitchen from respondent company.

Having seen that respondent company duly notified with the Notice of Claim, and Notice of Appointment of Sitting submitted a reply, and contested the claim forwarded by Mr Bachrach.

Having seen the acts of the case.

Having heard claimant and respondent's company representative give evidence on oath during the sitting dated 23rd September 2025.

Considers;

It results that in November 2024, claimant ordered a kitchen from defendant company, which included appliances supplied by a sub-contractor. The claimant accepted the kitchen and appliances according to the specifications confirmed by himself, as evidenced by the documentation provided in the acts of this case.

It transpired that upon installation of the kitchen, claimant was informed that the hood could not be installed due to the absence of a required wooden ceiling framework, which claimant explains was not previously specified to him beforehand. In view of this issue, claimant informed the respondent company that he wished to



return the hood. However, this request was not accepted, and hence the claimant had to seek recourse to this Tribunal.

Primarily the Tribunal notes that claimant is requesting a payment of €560 (five hundred and sixty euros), which is the price of the kitchen hood, and which claimant himself admits that such amount was not paid by himself. The claimant still has in his possession the kitchen hood.

It transpires that the respondent company contacted the sub-contractor to seek a viable solution for the claimant and eventually offered a two hundred euros (€200) voucher to the claimant. However, this offer was not accepted by the claimant.

The Tribunal, having seen the acts of the case and the documentation filed by claimant and respondent company, is of the opinion that the request as advanced by claimant for the payment of €560 (five hundred and sixty euros), is not reasonable, and this in view of the fact that claimant did not pay for the hood. Moreover, as evidenced from the acts of the case, respondent company gave a valid solution to the impasse resulting from claimant's request for the return the hood, which the Tribunal, in the circumstances of the case, deems appropriate.

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 rejects the request filed by claimant.

The expenses of the parties to these proceedings are to be borne by each party individually.

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

Dr Charmaine Cherrett

Arbiter