



Fit-Tribunal tal-Konsumatur

Sofiya Borysivna Grima

Vs

Biodna Laboratory Services Ltd

CCT 171/25/CC

Today 5th May 2026

The Tribunal;

Having seen the claim filed by claimant on the 22nd September 2025, whereby claimant requested a refund amounting to the sum of €375 (three hundred and seventy five euros), being the amount paid by claimant to respondent company relating to a service for DNA testing.

Having seen that respondent company duly notified with the Notice of Claim, and Notice of Appointment of Sitting failed to submit a reply, however a company representative attended the sitting scheduled for the presentation of evidence.

Having seen the acts of the case.

Having heard claimant and respondent's company representative give evidence on oath during the sitting dated 28th October 2025.

Considers;

It results that in 2025 the claimant contacted the respondent company requesting a service of DNA testing. Several email exchanges followed between claimant and respondent company, whereby it was explained that claimant had to provide samples in order for the test to be carried out. The result had to be issued within five working days from the date when the samples are provided. Subsequently samples were provided by the claimant. It transpired the DNA testing was unsuccessful in view that the samples provided contained 'mixed profiles', hence no conclusive DNA results could be determined.



In view of this, claimant requested a full refund of the amount paid, however the respondent company informed her that this was not possible since the test was already carried out. The respondent company offered claimant to provide other samples, and the test would be carried out once more, free of charge. Claimant did not provide additional samples and insisted on getting the full refund.

The Tribunal notes that the respondent company offered an amicable solution to claimant, whereby it offered a refund of half the amount paid by claimant. However, claimant did not accept this offer and eventually sought redress by filing these proceedings, requesting a full refund of the amount paid, that is €375 (three hundred and seventy-five euros).

The Tribunal, having seen the acts of the case, the documentation filed by claimant, is of the opinion that the respondent company offered a viable solution to claimant. Moreover, the email exchange between the parties is proof in itself that the defendant company carried out the service requested by claimant diligently, and it was beyond its control that the DNA result could not be confirmed and determined. Hence the respondent company is not to be put at fault for a circumstance which was beyond its control.

Moreover Tribunal notes that respondent company *ex admissis* offered to refund half of the amount paid by the claimant.

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 partially accedes to the request filed by claimant and condemns respondent company to pay claimant the sum of €187.50c (one hundred eighty seven euros and fifty cents), to claimant within two weeks from the date of this judgement.

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

Dr Charmaine Cherrett

Arbiter