



MALTA

CONSUMER CLAIMS TRIBUNAL

In the Acts of Claim CCT 208/24/F

Fabrizio Ugo Milani

vs

Melita Ltd

Today, the 12th December 2025

The Tribunal:

Having seen the Notice of Claim filed by the applicant on the 24th September 2024;

Having seen the Reply filed by the defendant company on the 25th October 2024;

Having seen the Counter-Claim filed by the defendant company on the 25th October 2024;

Having seen the applicant's Reply to the Counter-Claim filed on then 11th November 2024;

Having seen the order of the 18th November 2024 providing that these proceedings be held in the English Language;

Having heard the sworn testimony and the submissions of the parties;

Having seen the documents exhibited by the parties;

Having seen that the Claim was put-off for judgement.



Considered:

Whereas through the instant proceedings, the applicant is requesting that the defendant company is condemned by this Tribunal to pay him the sum of €2,500 as compensation for disruption of telecommunications services which he contracted from the defendant company, which as he claims, are attributable to the defendant company.

Whereas succinctly, the defendant company rebuts that the applicant's Claim is unfounded in fact and at law and that no explanation of the quantum of damages being sought has been given.

Whereas a very salient fact is that the series of events leading to this Claim was precipitated by the fact that the applicant changed address and requested a transfer of his existing services to the new address. In his affidavit, he admits that "Melita determined that my new location was not within their network coverage". The defendant company then provided the applicant with a data-SIM modem to provide him with remote connection to internet services. The applicant complains that the connection offered by this device was inferior to the service level originally agreed upon however to the Tribunal, it seems that this was a genuine attempt by defendant company to ensure service continuity to the applicant given the circumstances, which were ultimately precipitated by his decision to transfer the services to a new address. It is also noted that this measure was temporary in nature, intended to bridge the gap until full wired services were installed.

Whereas the Tribunal has carefully examined the acts of this Claim and is of the belief that the applicant has failed to properly explain and substantiate his allegations. Even more so, the Tribunal has been given absolutely no justification whatsoever as to the composition of the quantum of damages being sought. On the contrary, it results very clearly that the defendant company did its utmost to provide the services needed by the applicant given that his new address was not immediately serviceable. Needless to say, the applicant's decision to change address was his own. Furthermore, the defendant company affected various billing adjustments in the applicant's favour of its own motion prior to the applicant registering a dispute. These clearly result from the billing documents exhibited by both parties. Therefore, the principal Claim will be rejected.

Whereas in relation to its Counter-Claim, the defendant company explains that the applicant voluntarily requested termination of his contractual relationship with the defendant company on the 17th September 2024. The termination was effected on the 17th October 2024 in accordance with Clause 10 of its terms and conditions which



mandates a 30-day notice period. Despite the termination, a balance of €248.30 remained due by the applicant. The applicant, on the other hand, rebuts that he is not bound to pay this amount because according to him, the contracted services were not adequately provided.

Whereas the Tribunal believes that the defendant company has sufficiently proven that a balance of €248.30 is still due on the applicant's account and that for the same reasons given for rejection of the principal Claim, the applicant's defence is not well-founded.

Decision:

Therefore, for the abovementioned reasons, in the circumstances, after having seen Chapter 378 of the Laws of Malta, the Tribunal hereby decides as follows:

- 1.Rejects the principal Claim of the applicant in its entirety;**
- 2.Upholds the Counter-Claim and condemns the applicant to pay the defendant company the sum of €248.30 immediately;**

All costs shall be borne by the applicant. Legal interest shall run as from the date of this decision.

A handwritten signature in blue ink, appearing to be 'M. Felice'.

Avv. Mattia Felice LL.B., LL.D. (*Melit.*) ECPC-B (Maastricht)
Arbiter