



Consumer Claims Tribunal

Karoly Karakas

Vs

Decathlon Malta

CCT 136/23/MM

Today, 10th September 2024

The Tribunal

Having seen the plaintiff's claim, filed on 1st July 2023, wherein he seeks the sum of fifty-four euro and fifty-nine cents (€54.49) which he spent on a Puma trousers bought from the defendant company.

Having seen that the respondent did not file a reply but Marco Biniotti appeared at the sitting of 7th November 2023 and testified under oath.

Having seen all the acts and documents of the case.

And having duly considered the testimonies given under oath and the submission of the parties.

Considers

The claimant filed a complaint before this Tribunal, alleging that a Puma trousers purchased from the respondent, Decathlon Malta, on 8 February 2023, was damaged within two months of purchase and was returned on 13 April 2023. The claimant contends that the garment was of unsatisfactory quality and should not have deteriorated so quickly with normal use and care.

The respondent examined the trousers and found no evidence of a manufacturing defect. The respondent argues that the damage was likely caused by improper washing, possibly in a wrong washing machine program, contrary to the care instructions provided with the garment. Additionally, the respondent stated that they had sold over 100 pieces of the same garment and received no other complaints regarding quality or defects.

Considers

Under Maltese law, specifically the Consumer Affairs Act (Chapter 378 of the Laws of Malta), consumers have the right to goods that are of satisfactory quality, fit for purpose, and as described at the time of purchase. The law requires that any defects that arise within six months from the date of delivery are presumed to have existed at the time of delivery unless the seller can prove otherwise. This presumption can be rebutted if the seller provides evidence that the goods were not defective when delivered or that the defect was caused by external factors, such as misuse or improper care by the consumer.

The tribunal carefully considered the evidence and submissions presented by both parties. The claimant provided a copy of the receipt but did not provide photographs of the damaged trousers and testimony regarding how the garment was used and cared for during the two months following purchase. Neither did he precisely explain how many times the trousers were worn and for how long. The claimant asserted that the trousers were only washed according to the care instructions provided and did not suffer any undue wear or exposure to harmful conditions

The respondent, explained that an internal inspection of the trousers, indicated no inherent defects in materials or workmanship. Decathlon Malta argued that the damage observed was consistent with improper washing techniques, possibly involving a washing machine cycle unsuitable for the fabric, contrary to the care instructions provided. Furthermore, the respondent provided additional context, stating that over 100 pieces of the same garment had been sold without any other complaints of similar defects, suggesting that the issue was isolated to the claimant's handling of the garment.

Considers

After evaluating the evidence and the legal provisions applicable to consumer rights in Malta, the tribunal finds in favour of the respondent. The Tribunal did not find sufficient evidence to support

the claimant's assertion that the trousers were defective at the time of purchase. The examination conducted by the respondent did not reveal any manufacturing defects, and there was no independent evidence to contradict this finding. As noted above, the Tribunal was not even shown a photograph of the trousers to assess the kind, nature and extent of the damage to the trousers. While Maltese law presumes that a defect existing within six months from the date of delivery existed at the time of delivery, this presumption can be rebutted if the seller demonstrates that the

goods were not defective or that the damage was caused by improper use. The respondent has provided a plausible explanation for the damage consistent with improper washing, and the tribunal finds this explanation credible given the evidence presented. The claimant bears the burden of proving that the damage to the trousers was due to a defect present at the time of purchase. In this case, the claimant has not provided sufficient evidence to discharge this burden. The respondent's assertion that over 100 pieces of the same garment were sold without any similar complaints is a significant factor and the Tribunal does not have any reason to doubt it – after all, the respondent is a well-known retailer and such sales volumes are in line with that of similar large retailers. This suggests that the garment in question did not have a manufacturing defect that affected the entire batch. The absence of similar issues from other consumers supports the argument that the damage could have resulted from improper care by the claimant. All in all, the tribunal finds that the damage to the trousers was not due to a defect present at the time of sale but likely due to improper care by the claimant

DECIDE

After evaluating the evidence and the legal provisions applicable to consumer rights in Malta, the tribunal finds in favour of the respondent. For the reasons stated above, the tribunal rejects the claimant's request for compensation

Costs to be supported by the claimant.


Avv Dr Martha Mifsud

Arbiter