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Fit-Tribunal tal-Konsumatur

Saad Lamkadam

Vs

Go plc (C 22334)

CCT 118/25/MM

Today, 21st April 2026

The Tribunal

Having seen the plaintiff's claim, filed on 26th June 2025, wherein he seeks reimbursement of the sum of €1,980 allegedly due to unfair commercial practices, coercion, and the unlawful processing of an alleged debt in connection with his employment-linked service benefits. .

Having considered the respondent's reply.

Having seen the counterclaim and notes that the plaintiff failed to file a reply on time.

Having seen that the plaintiff has withdrawn his claim.

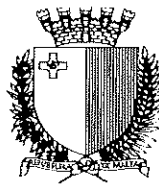
Having heard oral submissions on the preliminary pleas.

Having seen all the acts and documents of the case.

And having duly considered the testimonies given under oath.

Considers

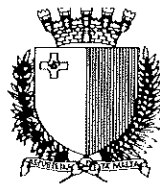
The Tribunal has examined the acts filed by both parties. From the Details of the Claim, the claimant alleges that GO p.l.c. engaged in unfair commercial practices, coercion, and misrepresentation in connection with an alleged outstanding debt and the denial of certain benefits which he claims were linked to his employment. In particular, the claimant maintains



that he was entitled to benefits under a “GO Easy Buy” arrangement, valued at approximately €120 per month, which were withheld, resulting in an alleged loss of approximately €1,440. He further contends that he was pressured into paying a sum of €450 without being provided with a copy of any contract or invoice substantiating the debt. According to the claimant, this payment was made under duress, in circumstances where he was treated as a defaulter, threatened with the loss of essential services, and subjected to pressure in a public setting. He also alleges that he was treated in a humiliating manner and that the conduct of the respondent caused him emotional distress and psychological harm. Additionally, the claimant submits that GO p.l.c. failed to provide transparency regarding the origin of the alleged debt and ignored repeated requests for clarification. On this basis, the claimant requests the refund of the amount paid, compensation for the alleged loss of benefits, and recognition of the harm suffered.

In its reply, GO p.l.c. raises a preliminary plea as to jurisdiction, arguing that the Tribunal lacks competence to hear and determine the claim. The respondent submits that, from a reading of the claimant’s own allegations, the dispute is fundamentally based on an alleged breach of an employment arrangement, which falls outside the scope of consumer law and therefore outside the remit of the Consumer Claims Tribunal. It is further argued that the claim does not arise from a consumer–trader relationship but rather concerns matters regulated by employment law. Without prejudice to this preliminary objection, the respondent proceeds to deny the claim on the merits, categorically rejecting the existence of any contract of employment between itself and the claimant and denying all other allegations made. The respondent also notes that, notwithstanding the claimant’s assertion that supporting documentation and prior correspondence were attached, no such documentation was made available with the acts filed. Accordingly, GO p.l.c. requests that the claim be dismissed in its entirety, with costs borne by the claimant.

By way of counterclaim, GO p.l.c. asserts that the claimant is in fact indebted to it in the sum of €466.90. The respondent explains that this amount arises from services provided, including



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mobile services and the purchase of a mobile device under a payment scheme. It is stated that the amount due is supported by a statement of account and further corroborated by a judicial letter previously sent to the claimant. On this basis, the respondent requests that the Tribunal declare the claimant liable for the said amount, condemn him to payment thereof, and order him to pay all applicable costs, fees, and interest associated with the claim.

Considers

The Tribunal notes at the outset that the claimant has withdrawn his claim. Accordingly, the only matter which remains to be determined is the counterclaim filed by the respondent company, GO p.l.c.

By means of its counterclaim, the respondent alleges that the claimant is indebted to it in the sum of €466.90 in connection with services rendered and the purchase of a mobile device under a contractual arrangement. The respondent further claims the amount of €50.15 by way of taxed judicial letter costs.

The Tribunal has carefully examined the documentation produced by the respondent in support of its counterclaim. In particular, the Tribunal notes that the contract exhibited by the respondent indicates a total contractual value of €749.70. The respondent also produced a statement of account dated 22 July 2025, which reflects payments made by the claimant amounting to €868.20.

In light of the above, the Tribunal finds that there is a clear inconsistency between the value of the contract, the payments effected, and the amount now being claimed. The respondent has failed to adequately explain, reconcile, or substantiate how, notwithstanding payments exceeding the total contractual value, a balance of €466.90 remains due. No sufficiently



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detailed breakdown or supporting evidence was produced to justify this alleged outstanding amount.

It is a fundamental principle that the burden of proof lies on the party asserting a claim. In the present case, the respondent, as counterclaimant, was required to clearly establish the basis and quantum of the debt being claimed. This it has failed to do. The Tribunal cannot uphold a claim which is not properly explained or supported by coherent and consistent evidence.

In the absence of a clear and substantiated account demonstrating how the amount of €466.90 is due, particularly in light of payments already exceeding the contractual value, the Tribunal finds that the counterclaim is not proven.

Decide

For the reasons set out above, the Tribunal decides to reject the defendant's counterclaim.

Each party shall bear its own costs.

A handwritten signature in blue ink, consisting of several overlapping loops.

Avv. Dr Martha Mifsud

Arbitru