



CCT/132/24/S

Mr Gourav
VS
Domain Academy Ltd

Today the 16 day of October, 2025.

The Tribunal,

Took cognisance of the request submitted by Mr Gourav on the 16th of June, 2024 and the reply of Domain Academy Ltd filed on the 3rd of October, 2024.

Examined the presented documents and heard both parties together with the verbal submissions made during the sitting held on the 27th of February 2025.

Considered

That plaintiff is suing the defendant company for the annual tuition fees that he had paid without him having attended the course in Malta because his Visa was revoked when he was in Istanbul Airport, and consequently could not travel to Malta.

That on the other hand defendant company submitted that the plaintiff was informed through his agent to cancel the flight ticket set for the 5th of December, 2023 and to confirm a new travel itinerary for the second week of January, 2024.

That this case revolves upon the allegation of plaintiff that even in the acceptance letter presented and marked as attachment A, there is indicated that the starting date of the course is the 11th of December 2023.



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That the defendant company agrees with this but contends that it had informed the agent of Mr Gourav in order that this ticket will be cancelled and to make other arrangements to travel on the second week of January, 2024.

That the defendant company contends that once Mr Gourav used an agent, all correspondence is done through this agent.

That documents have been presented in front of this Tribunal showing that even the agent complained to Mr Gourav that there was a lack of communication between the two and this is also stressed by defendant company in that it argues that once this was in its opinion entirely plaintiff's fault, then there could be no refund of the tuition fees paid by plaintiff.

That this Tribunal agrees that there was a lack of communication between the parties but contends that the agreement was between Mr Gourav and Domain Acedemay and although Mr Gourav used the services of an agent, this Tribunal is of the opinion that Domain Academy Ltd should have informed directly Mr Gourav as well with the instructions to cancel the travelling arrangements set for 5th of December, 2023 and to change them to January 2024.

That Domain Academy Ltd did not produce any evidence showing that it had suffered any damages or prejudice by what had happened and in fact Domain Academy Ltd did not allege that there were expenses on its part as a result of Mr Gourav's actions or inactions.

That this Tribunal is of the opinion that Domain Academy Ltd will be unjustifiably enriched should it not grant the refund of the tuition fees paid by Mr Gourav, as there is no proof that it suffered any damages or that there is a reason why it should deduct anything from the said tuition fees which were not utilised due to the fact that Mr Gourav did not follow the said course.

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Consequently, for the above mentioned reasons and the circumstances of this case and after examining Chapter 378 of the Laws of Malta, this Tribunal decides to Accept Mr Gourav's claim and accedes to his request and orders Domain Academy Ltd to pay Mr Gourav the sum of €7,500 as aforesaid with interest running as from today's date. Each party is to bear its own expenses of these procedures.

A handwritten signature in blue ink, consisting of a large, stylized 'S' followed by a horizontal line that curves upwards at the end.

Dr Richard Sladden
Arbiter