



MALTA

Fit-Tribunal tal-Konsumatur

Roland Vella

vs

Portelli & Brincat Ltd

CCT 10/24/MS

10th July 2024

The Tribunal,

Having seen the claim filed by plaintiff on the 10th January 2024 requesting this Tribunal to order defendant company to refund him the sum of five hundred Euro (€500.00) being the deposit paid by plaintiff following an order for the purchase of blinds, which blinds were never delivered or installed.

Having seen that defendant company, duly notified with the notice of claim and the date of the hearing, did not file a rely and did not appear before this Tribunal when called to give evidence.

Having seen all acts of the cases and heard the plaintiff and his wife testify under oath.

Considers

That plaintiff and his wife ordered a set of blinds from defendant company and paid a deposit of five hundred Euro. They were told that the blinds would be delivered within eight weeks. Three months later, when the blinds still had not been delivered, they went personally to the shop, where they were told that the blinds were delayed and would be delivered shortly, so they decided to give defendant company another chance. Defendant company even offered a refund should the blinds not be delivered within a certain period. In fact the blinds never arrived and neither did the refund, despite the fact that defendant company assumed liability and even promised to pay several times, but invariably came up with one excuse or another. Plaintiff even exhibited an email exchange with Joseph Portelli, which corroborates his and his wife's version of events.



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The Tribunal can't help but comment on the unprofessional attitude shown by defendant company, who did not even bother to turn up for the sitting before the Tribunal or file a reply.

In the circumstances, and having seen s.73 et seq of Chapter 378 of the Laws of Malta, it is amply clear that Plaintiff is more than justified in his claim which should be acceded to.

For these reasons, the Tribunal is hereby acceding to plaintiff's request and orders defendant company to pay him the sum of five hundred Euro. With Costs which are to be borne by defendant company.

A handwritten signature in blue ink, appearing to read 'M. Spiteri'.

Dr Michela Spiteri, LL.D.

Arbitru