Clare Hatfield

Vs

Compleet IS Services Ltd - A to Z Electronics

CCT 56/25/CC

Today 1st July, 2025

The Tribunal;

Having seen the claim filed by claimant on the 12th March 2025, whereby claimant requested payment of €139 (one hundred and thirty nine euros) being a refund of an amount paid to respondent company relating to a smart watch 'Fit-Bit' bought from respondent company, which smart watch resulted to be faulty.

Having seen that respondent company duly notified on the 14th April 2025 with the Notice of Claim, and Notice of Appointment of Sitting failed to submit a reply, hence it is in a state of *contumacia.*

Having seen the acts of the case.

Having seen that a representative of respondent's company attended the sitting dated 29th April 2025 confirming that the claim advanced by plaintiff was being contested.

Having heard claimant give evidence on oath during the sitting dated 29th April 2025, and having heard respondent's company's representative testify on oath on the 6th May 2025.

Considers;

It results that on the 5th September 2023 claimant bought a Fit Bit smart watch, model Charge5 from respondent's company outlet, for the total price of €139 (one hundred and thirty nine euros). On the 22nd May 2024, claimant took the device at respondent's company outlet, as the smart watch was not working properly. Subsequently it resulted that the Fit Bit smart watch was faulty. Respondent company contacted Fit Bit company directly, and it transpired that since an alternative smart watch could not be shipped, eventually Fit Bit offered to send a refund to client.

Subsequently, various email exchanges followed, and claimant was requested by Fit Bit company to open a 'payoneer account' so that a refund could be sent directly to claimant, in dollar currency. This was not acceptable for the claimant, who requested from the beginning that she is to receive the full amount paid by her, that is, €139 (one hundred and thirty nine euros) from the respondent company.

The Tribunal notes respondent company's efforts to try and find an amicable solution to the impasse, by requesting Fit Bit to send the refund to respondent company and eventually such refund is forwarded to claimant, covering also any currency difference. However this proposal was not accepted by Fit Bit company.

The Tribunal, having seen the acts of the case and the documentation filed by claimant, is of the opinion that the version presented by claimant is correct and truthful, and hence merits confirmation for the refund of the amount of €139 (one hundred and thirty nine euros). The Tribunal notes that the legal relationship is between the claimant as consumer, and respondent company as trader. The claimant has no *locus standi* with Fit Bit company, the supplier of the smart watch. Respondent company is legally bound to offer an acceptable solution to claimant.

Consequently and upon review and careful examination of the facts of this case, and also upon review of the documentation and acts of this proceedings, in line with Chapter 378 of the Laws of Malta, the Tribunal accedes to the request filed by claimant and condemns respondent company to pay claimant the sum of €139 (one hundred and thirty nine euros).

The expenses of these proceedings are to be exclusively borne by the respondent company.

C. Cherrett

Dr Charmaine Cherrett

Arbiter