Claude Jeanmonod

Vs

Smart Car Rentals Limited

CCT 57/24/CC

Today 11th June 2024

The Tribunal;

Having seen the claim filed by claimant on the 11th March 2024, whereby claimant requested the refund of €2,235 (two thousand, two hundred and thirty five euros) being amount paid to respondent company as caution money on a rented vehicle, which vehicle was duly returned without damage to respondent company.

Having seen that respondent company duly notified on the 22nd April 2024 with the Notice of Claim, and Notice of Appointment of Sitting failed to submit a reply, and hence respondent company is in a state of contumacia.

Having seen the acts of the case.

Having heard claimant give evidence on oath during the sitting dated 14th May 2024, and having seen that defendant company failed to appear for the scheduled sitting, and failed to justify the state of contumacia.

Considers;

It results that in May 2022 claimant rented a vehicle from defendant company and effected a payment of €2,000 (two thousand euros) being caution money to defendant company. The claimant returned the rented vehicle on the 3rd June 2023, and signed all relative documentation in this regard. A document was signed confirming that the rented vehicle was returned without any damage.

It transpires that following various requests by claimant for the refund of the amount of €2,000 (two thousand euros), respondent company failed to refund the said amount.

The Tribunal points out that the claim filed by claimant relates to an amount of €2,235 (two thousand two hundred and thirty five euros), whereas as evidenced by documentation filed in the acts of these proceedings by claimant himself, the payment affected to respondent company amounts to €2,000 (two thousand euros). Claimant explains that the difference in amount is a result of the foreign currency rate of exchange, since claimant paid the caution money in Swiss Francs, and not in euros.

The Tribunal in this regard considers that the difference in money paid by claimant in view of a foreign rate of exchange cannot be attributed to respondent company, who *a priori* requested payment of €2,000 (two thousand euros).

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, limitedly to the amount of €2,000 (two thousand euros).

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 limitedly accedes to the request filed by claimant and condemns respondent company to pay claimant the sum of €2,000 (two thousand euros).

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

Dr Charmaine Cherrett

Arbiter