Jonathan George Prickett

Vs

Mirage Holdings Ltd - Flamingo

CCT 14/23/CC

Today 9th April 2024

The Tribunal;

Having seen the claim filed by claimant on the 30th January 2023, whereby claimant requested the replacement of an Ariston built-in oven bought from respondent company, for the amount of €1,160 (one thousand, one hundred and sixty euros).

Having seen that respondent company duly notified on the 14th March 2023 with the Notice of Claim, and Notice of Appointment of Sitting submitted a reply, whereby *inter alia*, respondent company pointed out that the faulty selection switch does not merit the replacement of the oven.

Having seen the acts of the case.

Having heard claimant give evidence on oath during the sitting of the 11th April 2023 and respondent's representative on the sitting dated 11th July 2023.

Considers;

It results that in February 2021 claimant purchased an Ariston built-in oven from respondent company. In March 2022 the oven developed a fault, and Forestals Ltd accepted responsibility and following several weeks, the fault was remedied.

After six months, in November 2022, the oven developed an identical fault, and the claimant once again contacted respondent company. An engineer was sent on site, and confirmed that the fault was similar to the previous fault. Respondent company offered a replacement switch, and claimant declined the offer, demanding a replacement of the oven. Respondent company did not adhere to the request.

Consequently, claimant had to seek redress and file these proceedings, requesting a replacement of the Ariston built-in oven bought from respondent company, for the amount of €1,160 (one thousand, one hundred and sixty euros).

The Tribunal, having seen the acts of the case, the documentation filed by both claimant and respondent, is of the opinion that the version presented by claimant is correct and truthful. Following the arising of the second fault in November 2022, claimant unequivocally demanded a replacement of the oven through several telephone exchanges, which request was not accepted by respondent company. It transpires that the oven in question is covered by a five year guarantee, and the Tribunal is of the opinion that claimant is to receive a replacement of the said oven.

Moreover Tribunal notes that although respondent company points out to a third party local supplier company, respondent did not request any joinder of a party to these proceedings.

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 €1,160 (one thousand, one hundred and sixty euros), and claimant is to return the built-in oven to respondent company upon payment.

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

C. Cherrett

Dr Charmaine Cherrett

Arbiter