Fit-Tribunal tal-Konsumatur

Natalia Aleksandrovna Stasiukevich

Vs

Portelli & Brincat Ltd (C 5467)

CCT 181/25/CC

Today 18th November, 2025

The Tribunal;

Having seen the claim filed by claimant on the 5th October 2025, whereby claimant requested a refund amounting to €130 (one hundred and thirty euros) being paid to respondent company relating to an order for installation of blinds.

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

Having seen the acts of the case.

Having heard claimant give evidence on oath during the sitting dated 11th November 2025, and having seen that respondent company failed to appear, and to justify the state of *contumacia*;

Considers;

It results that on the 5th April 2025 claimant placed an order with respondent company Portelli & Brincat for installation of blinds. The order totalled the amount of €260 (two hundred and sixty euros), out of which claimant paid half of the amount on placing the order, that is, €130 (one hundred and thirty euros). Claimant explains that a representative of the respondent company paid a visit to her house to take the measurements prior to the installation of the blinds, during which visit it was suggested that a different colour and material for the blinds be utilised. The claimant refused, and insisted that she wanted the blinds according to the specifications listed in the original order. Following this encounter, claimant explains that she lost contact with the respondent company, and the order was not fulfilled.

Several telephone calls to the respondent company went unanswered, and even though several months passed from the date of the order, the installation of the blinds still did not take place.

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 full refund of €130 (one hundred and thirty euros). The claimant successfully proved her case, and the Tribunal accedes to her request.

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 total sum of €130 (one hundred and thirty euros).

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

C. Cherrett

Dr Charmaine Cherrett

Arbiter