Rose Caruana Dalli

Vs

Universal Air Charter and Management Limited (C70071)

CCT 82/25/CC

Today 19th September, 2025

The Tribunal;

Having seen the claim filed by claimant on the 2nd May 2025, whereby the claimant requested this Tribunal to condemn respondent company to pay the amount of €750 (seven hundred and fifty euros) being compensation claimed following rescheduling of flights from Palermo to Malta, booked with respondent company, in line with Regulation (EC) No 261/2004.

Having seen that respondent company duly notified with the Notice of Claim, and Notice of Appointment of Sitting submitted a reply, contesting the claim advanced by plaintiff.

Having seen the acts of the case.

Having heard claimant, and Graziella Buhagiar Muscat give evidence on oath, during the sitting dated 10th June 2025, and having heard respondent's company's representative testify on oath on the 17th June 2025.

Considers;

It results that on the 13th September 2024 claimant booked flights from Malta to Palermo and vice versa, which flights were dated 1st November 2024 being outbound flight from Malta to Palermo, and 6th November 2024 being inbound flight Palermo to Malta. Claimant effected the booking through the defendant company, as confirmed by the documentation attached with the Claim.

That on the 22nd October 2024 claimant received an email from defendant company whereby she was informed that the outbound flight from Malta to Palermo

dated 1st November 2024 was rescheduled to an earlier time, that is, from 1920hrs to 1900hrs. Claimant confirmed the said email.

Subsequently on the 5th November 2024 whilst checking the return flights, claimant discovered that the inbound flight from Palermo to Malta was rescheduled from 1950hrs to 1540hrs. Claimant submits that she received no notification regarding this change. Additionally, client explains that following the said telephone call, she received the updated tickets via email.

It transpires that claimant initiated a request for compensation with defendant company on the 8th November 2024, that is just two days after the said occurence.

Defendant company on the other hand, consistently stated throughout all these proceedings that claimant was informed about the change of flight timing via the email dated 22nd October 2024, that is the original email to which claimant confirmed the change of the flight dated 1st November 2024.

Subsequently, various email exchanges followed, and claimant consistently requested compensation from the defendant company under Regulation (EC) No 261/2004, in view of the lack of notification of the rescheduling of the flight timing within an appropriate time frame.

The Tribunal notes that the provisions of Regulation (EC) No 261/2004 are unequivocally clear and the point at issue between the parties is whether claimant was appropriately notified about the inbound flight time change. The Tribunal remarks that claimant was consistent throughout her presentation of the documentary evidence, in that, she put forward her claim with defendant company on the 8th November 2024, that is just two days upon her return flight. In actual fact, upon receiving the email dated 22nd October 2024 informing her about the change in flight timing of the outbound flight dated 1st November 2024, claimant took the necessary measures, but was not aware of any flight timing change with respect to the flight dated 6th November 2024. Claimant became aware of the flight time change of the inbound flight only on the 5th November 2024, when she verified personally, and subsequent to calling the defendant company, she received the updated flight tickets.

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 amount of €750 (seven hundred and fifty euros) being compensation claimed from respondent company following lack of appropriate notification regarding rescheduling of flights from Palermo to Malta.

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 €750 (seven hundred and fifty euros) being compensation claimed following rescheduling of flights from Malta to Palermo.

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

C. Cherrett

Dr Charmaine Cherrett

Arbiter