CONSUMER CLAIMS TRIBUNAL

Claim Number CCT/168/25/F

Mikhail Shalyshkin

vs

Martin's Auto Care – Mahmoud Chehade

Today, the 24th November 2025

The Tribunal:

Having seen the Statement of Claim filed by the applicant on 15th September 2025;

Having seen that the respondent company was duly served with the Notice of Hearing and the Statement of Claim on the 24th October 2025;

Having seen that the defendant failed to appear for the sitting of the 10th November 2025 before the Tribunal without justification;

Having seen the Tribunal's order that these proceedings be conducted in the English language;

Having heard the applicant's sworn testimony;

Having seen all the documents presented by the applicant;

Having seen Regulation 12.1 of S.L. 378.01;

Having seen that the Claim was put off for a final decision.

Considered:

Whereas in the instant Claim, the applicant is claiming the sum of three hundred Euro (€300).

Whereas the applicant explains that on the 16th June2025, he attempted to purchase a Mazda Demio (FCR-159) from the defendant. He paid a deposit of six hundred Euro (€600) via Revolut Bank, and received a signed receipt confirming this payment. The defendant also provided a digital copy of the front page of the vehicle's logbook. A copy of the mentioned receipt was presented in the acts of this Claim by the applicant.

Wheras the applicant further complains that the defendant failed to present a valid original logbook and insisted that he is paid the remaining balance immediately, assuring the applicant that the logbook signature and ownership transfer would be completed the following day. Applicant observes that the defendant was a car dealer and not the registered owner of the vehicle, so he expressed his reservation on proceeding without first seeing the original logbook.

Whereas the applicant explains that in the circumstances, he greed to the cancellation and refund suggested by the defendant as he had neither signed the logbook nor even seen the original document. The applicant was later informed by the defendant that the deposit would only be refunded once an alternative buyer was found. The applicant later verified with the police that the vehicle had already been sold to another dealer, yet the deposit was not returned.

Whereas after involving the MCCAA, the defendant made a partial refund of three hundred Euro (€300) on the 1st August 2025. Following that, the remaining balance was not received.

Whereas the defendant failed to enter an appearance before the Tribunal, despite being validly served with the Notice of Hearing. Owing to this absence, the Tribunal is deprived of an explanation of the relevant facts according him. Furthermore, reference is made to Regulation 12.1 of S.L. 378.01 which sets out that the Tribunal may decide a claim against the respondent when it fails to appear for the sitting without justification. It is the duty of the parties to follow up as regards sitting dates to ensure that they duly attend.

Whereas in view of the above considerations, the Tribunal believes that the applicant's Claim is well-founded and thus, should be upheld.

Decision:

For the above reasons, after having seen Chapter 378 of the Laws of Malta, the Tribunal decides this claim by upholding it and consequently condemns the defendant to pay the applicant the sum three hundred Euro (€300).

Legal interest shall run as from the date of this decision.

All costs shall be borne exclusively by the defendant.

Avv. Mattia Felice LL.B., LL.D. (Melit.), ECPC-B (Maasticht)
Arbiter