Fit-Tribunal tal-Konsumatur

Edison Daniel Lendo Agudelo

Vs

Super Dry Sliema, Dorkins Ltd

CCT 74/25/MM

Today, 24th July 2025

The Tribunal

Having seen the plaintiff's claim, filed on 7st April 2025, wherein he seeks the sum of forty-four euro and ninety-nine cents (€44.49) which he spent on a three pack man's boxers from the defendant company.

Having seen the respondent's reply.

Having seen all the acts and documents of the case.

And having duly considered the testimonies given under oath and the submission of the parties.

Considers

The claimant filed a complaint before this Tribunal, alleging that he went to Superdry to purchase a three-pack boxers set and the sales girl told him, that he had 28 days to return the items. When he went home, he tried them on his other boxers and decided that he did not like them. The next day he went to the shop to return them but was told that socks and underwear cannot be exchanged. The claimant corresponded with the manager but was

informed that the policy was that socks and underwear are not exchangeable and hence he had to initiate a consumer case.

The respondent replied that the shop policy not to exchange underwear is based on hygienic reasons and the law. The responded presented evidence ossia a clear notice near the cash register which says in capitalised text "SOCKS & UNDERWEAR ARE NOT EXCAHNGEABLE".

Considers

The Tribunal has considered the complaint filed by the claimant, who alleges that he was informed by a sales assistant at the Superdry outlet that he would have 28 days to return items purchased, including a three-pack of boxer shorts. Upon deciding that he did not like the product after comparing it with his existing underwear, the claimant returned to the store the following day seeking a refund or exchange. He was then informed that, due to store policy, socks and underwear are not exchangeable.

The respondent has argued that the refusal to accept the return of the item was in accordance with both company policy and applicable hygiene regulations. The respondent submitted photographic evidence of a prominently displayed in-store notice at the point of sale which reads in capitalised text: "SOCKS & UNDERWEAR ARE NOT EXCHANGEABLE."

Having considered the evidence and applicable legal principles, the Tribunal notes the following:

Under general consumer protection law, particularly as reflected in EU and Maltese legislation, consumers are generally entitled to certain rights of return or withdrawal, particularly in the context of distance selling or faulty goods. However, where a purchase is made in-store and the goods are neither defective nor misdescribed, the right to return typically arises only if the trader expressly offers such a policy.

The Tribunal accepts that the respondent has in place a clearly communicated in-store policy that excludes returns or exchanges on socks and underwear, on the basis of hygiene concerns. Such a policy is reasonable and legally justifiable, and in fact consistent with standard retail practice in respect of intimate garments – this practice is observed everywhere in the civilised world.

Although the claimant asserts that a sales assistant advised him that he had 28 days to return the items, the Tribunal notes that the claimant did not summon the salesgirl to testify. In view of this, the Tribunal finds that such general statements must be interpreted in the context of the store's published return policy, particularly where reasonable exclusions apply and are clearly communicated at the point of sale. In this case, the Tribunal is satisfied that the policy was properly displayed and sufficiently brought to the attention of consumers.

The Tribunal finds no evidence of misrepresentation, defective goods, or breach of legal obligation on the part of the respondent. The claim therefore lacks legal merit.

Decide

After evaluating the evidence and the legal provisions applicable to consumer rights in Malta, the tribunal finds in favour of the respondent. For the reasons stated above, the tribunal rejects the claimant's request for compensation and the claim is dismissed.

Costs to be supported by the claimant.

Avv. Martha Mifsud LL.D.
Arbiter