ARBITER

Dr. Deborah Schembri

Sitting held on Monday the 14th of October, 2024

Claim No: CCT39/24/DS

Donald Rae Boyd

Vs

Do It Malta Ltd.

The Tribunal

Saw the notice of claim presented by claimant on the 19th of February, 2024 where he asked for one hundred and five Euro (€105) refund for the cost and associated charges regarding an outdoor shower that he alledges has stopped working due to internal failure.

Saw that the defendant company, duly notified with the notice of hearing as well as the notice of claim, filed a reply on the 1st of April, 2024 however the reply was filed late and the Tribunal was not given acceptable justification at law for the late reply and therefore considered defendant company contumacious.

Saw all the acts of this case;

Heard the evidence given by the applicant under oath.

The Tribunal points out that during the hearing the parties came to an agreement that defendant company would replain complainant's shower and indicate to him the safety valve which needs to be correctly installed in order for there not to be a problem with

water pressure. The Tribunal conceded one week to the defendant company to make the necessary supply after which complainant had to inform the Tribunal whether the product had indeed been supplied or otherwise. In case of the former instance the case would be considered closed, if the latter, this Tribunal would pass judgement. Complainant informed the Tribunal on the 2nd of May, 2024, that defendant company failed to provide replacement of the shower within the stipulated time frame and would like the Tribunal to continue with the consideration of the case.

Considered

That from the evidence it appears that the claimant confirmed the details of his claim under oath. Since the the applicant's version is in no way contradicted and given that in front of this very Tribunal the defendant company agreed to replace the shower within a stipulated time but failed to do so, this Tribunal finds in favour of applicant.

Decision

Therefore, for all the reasons mentioned above, after seeing the documents, seeing Chapter 378 of the Laws of Malta, and after considering all the circumstances of the case, this Tribunal considers that the applicant proved his case sufficiently and to the degree required by the law and therefore according to merit and substantive justice as well as according to equity feels that his request should be accepted in its entirety.

For these reasons, the Tribunal decides this case by accepting the request of the claimant and by condemning the respondent company to pay the amount of one hundred and five Euros (€105) to the complainant as well as by condemning the same company to pay the sum of twenty Euros (€20) to the said plaintiff as moral damages for the inconvenience caused to him.

With costs to be borne respondent company.

Deborah Schembri
B.A. (Leg. & Hum. St.)(Melit.),
P.G. Cert. Parental Alienation (IFT-Malta),
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Arbiter