



SMALL CLAIMS TRIBUNAL

**ADJUDICATOR
DR. NADIA H. VELLA**

Sitting of 14 July 2016

Claim Number: 601/15NHV

Number on the List: 5

**Cars International Limited
(C-52268)**

vs

**Richard Anthony Laughton
(ID 25006A)**

The Tribunal

Having seen the **Notice of Claim**, presented by the plaintiff company on 23 July 2015, whereby it requested from the defendant the payment of the sum of three hundred and fifty five euro and forty eight cents (€355.48) representing:

The sum of three hundred and fifty five euro and forty eight cents (€355.48) demanded in virtue of this notice represent fees, costs and VAT due by the defendant to plaintiff company in connection with services rendered relative to the vehicle with registration number LCT-535, under the defendant's instructions, and this as results from the invoice attached.

Notwithstanding various requests for payment, defendant failed to pay. Thus plaintiff company was compelled to institute these proceedings.

With costs, and with legal interest with effect from today up to the date of effective payments against defendant who is hereby summoned by reference to his oath.

Having seen the **REPLY of the Defendant**, presented on 22 September 2015, whereby the following pleas were raised:

1. That the claims of the applicant are unfounded in fact and in law and should be rejected with costs, due to the fact that no amount is due to the applicant company from the defendant as all works carried out on vehicle bearing registration number LCT535, property of the defendant, were carried out on the basis of an operative warranty, as will result during the proceedings.
2. Save further exceptions permitted by law.
3. With costs against the applicant

Having seen all the documents exhibited;

Having seen the affidavit of the defendant as well as having heard the representative of the plaintiff company giving evidence under oath;

Having seen the notes of final submissions filed by the parties' defendants;

Having seen that the case was adjourned for judgement to be pronounced in today's sitting;

Having seen Article 9.(2)(d) of Chapter 380 of the Laws of Malta;

Considerations

The case involves repairs effected by the plaintiff company on vehicle Vauxhall Vivaro property of the defendant. The fault involved replacement of the fuel injectors which repair was covered under extended warranty by Vauxhall UK. During the repair works, the employees of the plaintiff company noticed that there was a cracked intercooler inlet pipe which needed replacement including the relative gaskets.

The plaintiff company alleges that it verbally informed the defendant about the need for this additional repair, which was not covered under the extended warranty, and the cost for the replacement of the faulty parts. The defendant consented to the parts being ordered and replaced and the plaintiff company actually carried out the repairs. It charged the defendant for the cost of the replacement of the items but opted not to charge him for the labour involved in the replacement since this was carried out together with the replacement of the fuel injectors that were under warranty.

The defendant denies having been informed about a charge to replace the intercooler inlet pipe and the relative gaskets. Moreover he pleads that the parts were under warranty.

The Tribunal considers that whether the defendant was informed or otherwise is a question of credibility of the parties. However, it remains an undisputed fact that these parts are to date still in the possession of the defendant and that the repair effected was beneficial to him.

It has not been sufficiently proved by the defendant that the intercooler inlet pipe and the relative gaskets were also covered by the extended warranty of Vauxhall UK, along with the fuel injectors, as pleaded by the defendant.

It results that the defendant may have been frustrated and irritated by the fact that the repair took over 8 weeks to be effected and that the plaintiff company was ignoring his frequent phonecalls to carry out the repair on his car. However, whilst such redress

cannot be sought and is not being sought from this Tribunal, it will be stated by this Tribunal that the redress to such frustration and irritation is not to deny the plaintiff company payment of parts that are still in the defendant's possession.

Decides

For these reasons, the Tribunal hereby decides this case by acceding to the request of the plaintiff company and hereby condemns the defendant to pay the plaintiff company the sum of three hundred and fifty five euro and forty eight cents (€355.48) with legal interest accruing from the date of the present decision to the date when payment is effected.

Each of the parties is to maintain its respective costs relative to this case.

Av. Nadia H. Vella

Adjudicator