



EUROPEAN SMALL CLAIMS PROCEDURE

ADJUDICATOR
AVV. DR. ILONA SCHEMBRI
LL.B., LL.D., LL.M. (Lond.), Ph.D. (Birm.)

Today, Monday 21 October 2024

Claim number: 5/2021

INTEGRITAS CONSULTING LTD. (C52711)

VERSUS

CHISEL WHOLESALERS LTD. (C66608)

THE TRIBUNAL,

Having seen the Notice of Claim filed in virtue of Regulation (EC) 861/2007 of the European Parliament and of the Council establishing a European Small Claims Procedure, filed on the 18 June 2021 in virtue of which the claimant claimed that it entered into a contract for services with the defendant company on 9 September 2015 to provide services to the said defendant company with the result that the plaintiff company claimed that the defendant company owes it the amount of two thousand seven hundred and fifty-four Euro and twelve cents of Euro (EUR 2,754.12). The plaintiff company also presented to this effect a copy of the said contract for services marked as Doc. A, and a copy of two invoices marked as Doc. B. The claimant also claimed that the defendant company was contacted to settle the said payment, but failed to do so;

Having also seen that defendant company was duly served with the acts of the case on 20 July 2021 and did not file a reply;

Having considered all evidence brought forward by the respective parties;

Having also considered that the Tribunal can adjudicate this case on the basis of the evidence produced and that therefore no oral hearing needs to be fixed.

Considers

The contract for services presented by the plaintiff company marked as Dok. A shows that the plaintiff company entered into such contract for services with Mr. Antonio Di Dio, who is referred to as the client and not the defendant company. Also, in the said agreement, the client is responsible for payment and not the defendant company, as for instance clause 3 of the said agreement that reads as follows *“The CLIENT hereby undertakes to take effect payment of the abovementioned fee annually in advance within fifteen (15) days from receipt of the Integritas fee note.”*

While the Tribunal notes that there are other clauses in the contract for services agreement that refer to the defendant company, the Tribunal fails to understand why the plaintiff company entered into the contract for services with Mr. Antonio Di Dio rather than the defendant company and then decided to sue the defendant company. The Tribunal is convinced that the plaintiff company would have entered into the contract for services with the defendant company as the CLIENT if it wanted to create a legal relationship with the defendant company and not with another third party. The Tribunal notes that the plaintiff company should have entered into a new agreement with the defendant company to substitute the agreement it signed with Mr. Antonio Di Pio when the defendant company was incorporated because the plaintiff company cannot sue the

defendant company without an existing agreement between the two parties. On this note, the Tribunal notes that the defendant company is a legal person in its own rights and obligations distinct from any other person, including Mr. Antonio Di Dio. In fact, Article 4 (4) of the Companies Act establishes this legal principle in relation to companies. Accordingly, the Tribunal considers that there exists no legal relationship between the plaintiff company and the defendant company.

Decide

For the aforementioned reasons, the Tribunal rejects claimant's claim with all costs to be borne by the claimant.

Avv. Ilona Schembri

Adjudicator