



**COURT OF MAGISTRATES (MALTA)**  
**MAGISTRAT DR MARSE-ANN FARRUGIA LL.D.**

**Sitting held to-day Wednesday, 26th March 2025**

**Application Number: 103/2022 MLF**

**Saviour Grima**  
**Sempronia Grima**

**vs**

**Alban GJ Thika**  
**Novaric Ltd**

The Court

1. Having seen the application of the plaintiffs wherein they requested this Court to condemn the defendant and the defendant company jointly and severally between them to pay the plaintiffs the total sum of thirteen thousand seven hundred and twenty five Euros and thirty three cents (€13,725.33), representing the value of gypsum and other ancillary works which were carried out by plaintiffs, upon their instructions and to their benefit, at the property namely the showroom named Novaric, Greystone, Valley Road Msida, which works are better described in the two invoices attached with the application and marked as Dok A and Dok B respectively.

With costs, including those of the legal letter of the 31st January 2022, of the judicial letter of the 16th March 2022 (number: 661/2022), and of the precautionary garnishee order of the 16th March 2022 (number: 542/2022), and with interest, which should be

calculated from the 14th December 2021 until the date of effective payment, against defendants, jointly and severally between them.

2. Having seen the reply of the defendants wherein they submitted as follows:
  1. That the claim brought forward by the applicants is time barred in accordance with Articles 2148(a) and /or 2149(a) of Chapter 16 of the Laws of Malta;
  2. That without prejudice to prior pleadings the applicants must prove that the works were conducted and completed in accordance with a good standard of workmanship.
3. Having seen all the documents exhibited and all the records of the case.
4. Having seen that the defendants did not produce any evidence despite being given the opportunity to do so, and that in the sitting of the 29<sup>th</sup> of January 2025, the Court declared that the stage for the defendants to produce their evidence was closed.

### **Considerations of the Court**

#### *The Plea of Prescription*

5. In their reply, the defendants pleaded that the action was time-barred in accordance with Articles 2148(a) and /or 2149(a) of the Civil Code. Logically, the Court must decide this plea first, because if this plea is justified, there is no need for it to consider the merits of the case.
6. Article 2160(1) of the Civil Code provides as follows:

*“The prescriptions established in articles 2147, 2148, 2149, 2156 and 2157 shall not be effectual if the parties pleading them, do not of their own accord declare on oath, during the cause, that they are not debtors, or that they do not remember whether the thing has been paid”*

7. As already stated the defendants did not present any evidence in these proceedings, and hence they did not confirm under oath, during these proceedings, that they are not debtors, or that they do not remember whether the thing has been paid. Consequently the periods of prescription established in Articles 2148(a) and /or 2149(a) of the Civil Code are not applicable in their regard.
8. For this reason, the plea of prescription interms of both Article 2148(a) and /or Article 2149(a) of the Civil Code is going to be rejected.

### The Merits

9. In his affidavit<sup>1</sup> the plaintiff explained that he and his wife, the plaintiff Sempronia Grima, work as self-employed in works related to finishing of immoveable property. They carry out works of gypsum, white washing, plastering and similar works. He stated that in the year 2000 he had executed various gypsum works on the instructions of the defendant Alban Thika on the ground floor of a showroom, with the name Novaric, Greystone in Msida. Alban had requested the plaintiff to address the final bill of these works to both him and to the company Novaric Ltd, and the plaintiff always did so. His understanding was that this company belonged to Alban. He was paid for this work without any problems.
10. The plaintiff continued explaining that subsequently Alban requested other similar works on the first floor and second floor level of the same showroom. The plaintiff issued two quotations for these works both dated 27<sup>th</sup> November 2020. Alban accepted these quotations and requested him to start with the works. Since the relationship between them was a good one, the plaintiff did not request a deposit on account of the price for these works.

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<sup>1</sup> The Court notes that the plaintiff drafted his affidavit in the Maltese language. Even though this affidavit was notified to the lawyer of the defendant on the 13<sup>th</sup> April 2023, the defendants never objected to this fact or requested a translation of this affidavit into the English language. Moreover, the defendants themselves drafted their application of the 6<sup>th</sup> March 2025 in the Maltese language.

11. The works started towards the end of the year 2020 or beginning of the year 2021. The plaintiff states that whilst the works were being carried out, he did not receive any complaints about the quality of this works. The plaintiff explained that at one point he could not continue with the works, before a raised floor was installed by a third party in the two floors on which he was working. Since after several weeks this raised floor had not yet been installed and he wanted to close the accounts for the financial year 2021, the plaintiff issued a bill for the works done during that year. The relative invoices are both dated 14<sup>th</sup> December 2021, and they were attached to the original application as documents "Dok A" and "Dok B". One invoice is for the amount of seven thousand two hundred and thirty-eight Euro and twelve cents (€7238.12) and the other invoice is for the amount of six thousand four hundred and eighty-seven Euro and twenty-one cents (€6487.21). In his affidavit, the plaintiff explained in detail the work executed by him. He also stated that the amounts in these two final invoices were slightly lower than those in the original quotations which he had issued, since as already stated, he still needed to do other works after the raised floor was installed.
12. In his affidavit, the plaintiff stated that Alban promised that he was going to pay these two invoices, but he failed to do so. On the 22<sup>nd</sup> of March 2022, the plaintiff sent a judicial letter to the defendants, and that was when they contested the invoices for the first time. Hence, he instituted these proceedings against them.
13. On the merits, the defendants pleaded that the plaintiffs must prove that the works were conducted and completed in accordance with a good standard of workmanship.
14. The defendants did not in any way contest the evidence given by the plaintiff in his affidavit and the documents exhibited by him. The Court has no valid reason to doubt the veracity of the facts stated by the defendant. Moreover, the defendants did not tender any evidence to show that the works done by the plaintiff were not of a good standard of workmanship. Based on the evidence in the records of the case, the Court concludes that the request of the plaintiffs for the payment of the total amount of €13,725.33 is justified.

## **Conclusion**

15. For these reasons, the Court decides as follows:

1. Rejects the defendants' first plea of prescription on the basis of Article 2148(a) and Article 2149(a) of the Civil Code, Chapter 16 of the Laws of Malta;
2. Rejects the second plea of the defendants;
3. Accedes to the request of the plaintiffs, and consequently condemns both defendants *in solidum* to pay the plaintiffs the total sum of thirteen thousand seven hundred and twenty five Euro and thirty three cents (€13,725.33), with interest, which should be calculated from the 14th December 2021 until the date of effective payment.
4. Orders the defendants *in solidum* to pay all costs connected with these proceedings, including those of the legal letter of the 31st January 2022, of the judicial letter of the 16th March 2022 (number: 661/2022), and of the precautionary garnishee order of the 16th March 2022 (number: 542/2022).

**Magistrate**

**Doreen Pickard**

**Deputy Registrar**