



**TRIBUNAL GĦAL TALBIET ZGĦAR**

**GUDIKATUR**

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**Seduta ta' nhar l-Gimgha 9 ta' Mejju, 2025**

**Kawża Numru: 10/2024 (MPX)**

**Simon Parrott (K.I. 211608A)**

**vs**

**Nathan John Cini (K.I. 13802H)**

The Tribunal,

Having seen plaintiff's claim, filed in on the 30th May, 2024, which read as follows:

*"Fit-22 ta' Marzu, ahna ddecidejna u ghamilna test drive ta' Opel Astra fil-Grand Harbour, Valletta. Matul it-test drive, is-sur Cini qal li l-vettura kellha problema bil-pompa tal-ilma li qal li kienet issolviet, u assigurana li l-karozza kienet f'kundizzjoni mekkanika tajba hafna, sostnut minn registrazzjoni awdjo tal-konversazzjoni u messagġi miktuba fuq Facebook flimkien ma' xhud indipendenti.*

*Wara li hallasna depożitu u qbilna fuq il-beigh, irritornajna Ghawdex biex nirreġistraw il-vettura ma' Transport Malta u nirrangaw l-assigurazzjoni. It-Tnejn ta' wara, is-Sur Cini ġab il-karozza Ghawdex għall-konsenja uffiċjali, matulha hallasna l-50% li kien fadal tal-prezz tax-xiri.*

*Immedjatament wara li saret il-hlas shih, is-Sur Cini infurmana b'dawl ta' twissija li jindika li l-magna kienet qed tishon. F'anqas minn kilometru sewqan, il-magna bdiet tishon, u l-likwidu tal-kessah reparazzjoni tal-pompa tal-kessah.*

*Spezzjonijiet sussegwenti minn żewġ mekkaniċi reputabbli żvelaw li l-magna kienet saħnet serjament matul perjodu ta' żmien, li wassal għal hsara sinifikanti, inkluża gasgetta tal-kappa kompromessa u hsara potenzjali għall-blokk tas-silindru. L-ispiża stmat tar-reparazzjoni kienet ta' €1,200, li tista' tiżdied sostanzjalment jekk il-blokk ikun imħassar. Il-mekkaniki nnotaw li jista' jkun aktar ekonomiku li tissostitwixxi l-magna.*

*Komunikajna dawn is-sejbiet mas-Sur Cini, li rrifjuta li jaççetta r-responsabbiltà' shiha jew jammetti li rrappreżenta hażin il-kundizzjoni tal-vettura. Huwa offra €500 bħala ftehim finali shih permezz tal-Facebook Marketplace, li aħna nsibu inaççettabbli minhabba l-ispiża ta' €1,200 biex tirranġa jew tissostitwixxi l-magna.*

*Minhabba r-rifjut tas-Sur Cini li jiffinanzja r-reparazzjonijiet mehtiega jew jaççetta r-ritorn tal-vettura għal rifiżjoni shiha tal-prezz tax-xiri ta' €3,200, iltaqajna ma' inkonvenjenzi sinifikanti u spejjeż addizzjonali, inklużi l-kiri ta' trakkijiet tat-towing, karożza għall-uzu personali, u taxis.*

*Issa qed nippurswaw rifiżjoni shiha permezz tal-qorti tat-talbiet żghar minhabba n-nuqqas tas-Sur Cini li jirranġa s-sitwazzjoni jew jibqa' jikkomunika magħna.*

*Kemm?*

*€3500.*

*Meta?*

*Skoprejna l-vettura elenkata fuq Facebook Marketplace, imħabbra minn Mr. Cini bhala karozza kompletament funzjonali b'mili baxx u f'kundizzjoni tajba. Wara li rajna u ddiskutejna l-vettura, fejn Mr. Cini assigurana mill-kundizzjoni tagħha, ipproċedejna bix-xiri.*

*Wara x-xiri, ġew żvelati problemi serji fil-magna—kontrarjament għad-deskrizzjoni u l-assigurazzjonijiet mogħtija. Il-vettura wriet magna li kienet qed tishon żejjed u likwidu tal-kessah ikun qed johroġ minnha immedjatament wara l-kompletament tal-hlas, li Mr. Cini aċċetta billi kkontribwixxa €100 għar-reparazzjonijiet. Dan il-ġest, madanakollu, ma indirizzax il-firxa shiha tal-problemi tal-vettura.*

*Spezzjonijiet ulterjuri minn mekkaniċi multipli f'Għawdex – li ħafna minnhom irrifjutaw ix-xogħol minhabba l-kumplessita' tiegħu u l-iskedi tagħhom – wrew hasra severa, pre-ezistenti fil-magna, li potenzjalment tehtieg sostituzzjoni kompluta. L-ispejjez tar-reparazzjonijiet huma stmats li jaqbu l-€1,200, spiża ferm akbar minn dik inizjalment ssuġġerita minn Mr. Cini.*

*Minkejja dawn is-sejbiet, Mr. Cini rrifjuta li jkopri l-ispejjez shah tar-reparazzjonijiet, u offra biss €500 permezz ta' Facebook Messenger. Din l-ammont mhuxwiex biżżejjed biex jindirizza r-reparazzjonijiet estensivi meħtieġa. Ir-rifjut tiegħu biex jirranġa s-sitwazzjoni kompletament wassalna biex infittxu rimedju legali.*

*Investejna hin konsiderevoli nikkoordinaw servizzi ta' towing u evalwazzjonijiet tal-mekkaniki, u ġarrabna spejjez addizzjonali għat-towing u l-kiri ta' karozza. Peress li l-kundizzjoni tal-vettura ġiet rappreżentata ħażin, u riżultat f'tensjoni konsiderevoli u piż finanzjarju, qed nitolbu li l-vettura tiġi rritornata lil Mr. Cini għal rifużjoni shiha ta' €3,200, flimkien ma' €300 addizzjonali biex ikopru l-ispejjez li sofrew minn towing u trasport temporanju.*

*Din is-sottomissjoni titlob lill-Qorti tintervjeni u tiżgura li l-vettura tiġi rritornata lil Mr. Cini u l-hlas lura tal-ispejjeż kollha assoċjati, li jammontaw għal €3,500, li jirriflettu l-ispejjeż u d-diffikultajiet li għaddiet minnhom minhabba l-beigh qarrieqi.*

*X'Gara?*

*Matul it-test drive tal-vettura, Matthew Pantling kien preżenti u huwa lest li jixhed taht ġurament dwar l-avvenimenti. Huwa jista' jikkonferma li s-Sur Cini ma rrappurtax b'mod preċiż il-kundizzjoni vera tal-vettura meta gie mistoqsi direttament qabel ix-xiri.*

*Għandna mekkaniċi indipendenti li huma lesti li jipprovdu rapport dettaljat dwar il-kundizzjoni tal-magna, li jikkonferma li l-problemi jeċċedu l-problema tal-pompa tal-ilma li qabel giet iddikjarata mirrisolta mis-Sur Cini. Importanti huwa li s-Sur Cini naqas milli jsemmi l-iktar kwistjonijiet serji u kurrenti tal-magna, b'mod speċifiku l-gasket tal-kappa kompromess.*

*Huwa kritiku li wiehed jinnota li filwaqt li l-vettura tista' tinstaq, il-problemi eżistenti mhumiex immedjatament appartenti. M'hemm l-ebda hsejjes mhux tas-soltu; madankollu, il-vettura turi nuqqas ta' qawwa minhabba kompressjoni kompromessa. Il-miżura shiha tad-dannu ssir evidenti biss meta l-magna tilhaq it-temperatura operattiva. It-tmexxija kontinwa taht dawn il-kundizzjonijiet tikkawża hsara sinifikanti lill-komponenti interni. Huwa evidenti li l-vettura ntuzat wara l-ksur tal-gasket tal-kappa, biss bl-inkarigu tal-kessah jipprovdi soluzzjoni temporanja filwaqt li l-hsara tkompli ssehh.*

*Din ir-rappreżentazzjoni żbaljata u s-sejba sussegwenti ta' dawn il-kwistjonijiet tehtieg l-intervent tal-qorti biex tindirizza d-differenzi fil-*

*kundizzjoni tal-vettura kif ipprezentata mis-Sur Cini u l-fallimenti mekkanici serji attwali li gew żvelati wara ix-xiri."*

Having seen defendant's reply, reading as follows:

1. *"Illi t-talbiet huma nfondanti fil-fatt u fid-dritt u ghandhom jigu respinti.*
2. *Illi l-vettura li nbieghhet fi stat tale quale kienet uzata u nbieghhet bhala tali b'dana illi filwaqt li l-intimat gharraf lill-attur bid-difetti li kien jaf bihom l-attur kellu kull opportunita` li jaghmel il-verifiki tieghu.*
3. *Illi ma kienx hemm ftehim u certament lanqas ammissjoni da parti tal-intimat u trattattivi minghajr pregudizzju ma jaghmlux stat ta' fatt bejn il-partijiet.*
4. *Illi minghajr pregudizzju il-prezz reklamat huwa esagerat.*
5. *Salv eccezzjonijiet ohra fil-fatt u fid-dritt.*

*Bl-ispejjez."*

Having seen the deeds of the case in their entirety;

Tribunal deems that, prior to proceeding to its legal considerations about the case, it would be opportune to make a synthesis of the tendered proof.

Having seen the affidavit drawn up by Matthew Pantling, dated the 5th of November 2024, whereby he says that he is a good friend and colleague of plaintiff, Simons of whom he has known for the past 25 years, and that they collaborate on various business projects both in Malta, being also actively involved in each other's personal matters. He further states that on the 22nd of March, 2024 Simon and himself met defendant for the first time in Valletta, where Simon was seeking to purchase a second-hand vehicle with a budget of around 3,000 Euros, and that Simon had seen an advertisement from Mr Cini for an Opel Astra that was described as being in pristine condition with low mileage. During this meeting he accompanied Simon and defendant on a test drive, where the route taken was from Xatt ta' Lascaris to Lower Barrakka Gardens and back to the Grand Harbour. The further explicates that Simon

did not own another vehicle and was in need of a reliable car as his sole means of transportation.

He says that during the test drive he observed that the vehicle's engine was running smoothly and that he directly inquired of Mr Cini if there were any issues or problems with the car to which defendant replied that there had been a previous issue with the water pump which he stated as having been sorted. He adds that defendant further asserted that all other aspects of the car were in good working order, and that defendant assured him and his friend that the vehicle was in good condition and had very low mileage. Based on these representations and the apparent condition of the car, he says that he had no reason to be concerned about plaintiff proceeding with the purchase even at a price of between €500 to €600 above the market value as indicated by the insurance quote;

Having seen the affidavit by plaintiff in which he states that the claim under examination pertains to the purchase of a used car bought from defendant in a private sale. Firstly, plaintiff states that he confirms the entire contents of the claim as filed in, with all the documents attached thereto. He explains that on the 22nd March, 2024, he agreed to purchase an Opel Astra for from defendant for the amount of €3,200, which price was €500 over the market value and was insured at a value of €2,800 due to the lower mileage and the good condition claimed by defendant. He says that evidence of the market price was available from the respective insurance, showing the sum.

He continues to explain that he first met defendant on the 22nd March, 2024 at the Gozo fast ferry terminal where they conducted a test drive. His good friend Matthew Pantling was present with him and did ask some questions to defendant, including whether there were any problems with the car, to which defendant replied that there had previously been an issue with the water pump, which had been sorted. Plaintiff states that this repair is not in any way documented in the vehicles service history that he paid the first installment of 1600 Euros in cash on the 22nd March 2024 in exchange for the vehicle's logbook.

Regarding subsequent events, his states that on the 23rd March 2024 he took out a new motor policy with Atlas Insurance for the vehicle in question and that on the 25th March 2024 he transferred ownership of the Opel Astra onto his name at Transport Malta. On the same day defendant delivered the car to him from Malta. He explains that there he paid the second installment of 1600 Euros upon delivery. Plaintiff adds that defendant mentioned that the fan had switched on during his drive due to the engine being hot after a long drive. He further explains that after taking possession he noticed that the fan was working excessively and parked to allow it to cool down. He adds that later the day, when driving towards Xewkija, the car overheated and steam

emanated from under the bonnet. Coolant gushing to the engine was later observed, and he was advised to see a mechanic immediately.

He adds that he contacted defendant via Facebook messenger sending a video at 9:16pm showing the coolant leaking, wherein the orange residue on the pipes marked by a circle indicates burnt coolant suggesting previous overheating. He says that defendant was willing to pay for the water pump itself and admitted that he did not want to give him the car with the issue. He adds that defendant in fact provided 100 Euro in cash on the evening of the 25th March 2024 as a partial contribution towards repairs. Plaintiff further explains that from the 26th March to the 3rd April 2024 the car was towed, whereby it was confirmed that water was entering the compression chamber and that replacing the head gasket might not resolve all issues. Plaintiff additionally explains that a second mechanic issue results, indicating that driving the car in its condition could have caused further damage. It was also noted that the coolant issue had been occurring for some time as evidenced by burnt coolant on the engine. Plaintiff further states that repair estimates were in the region of 1,000 euro or more but the full extent of the issues was still unknown without commencing repairs. Four different garages were unwilling to undertake the matter due to the potential need for an engine replacement. On the 26th July 2024 repairs were completed where more serious mechanical defects were discovered beyond the water pump.

Plaintiff states that on the 13th May 2024 defendant offered €500 via Facebook messenger as a settlement, which offer was not marked 'without prejudice'. The offer was rejected as repair costs were still undetermined at that time. The last communication from Mr Cini was a 'without prejudice' message via Facebook messenger reiterating the offer of €500 to conclude the matter.

Plaintiff adds that the car was misrepresented as being in good condition both in writing and verbally, contrary to its actual mechanic, and is seeking compensation as dependent should be liable for the full repair costs consequential losses and legal expenses;

Having seen the testimony of Saviour Farrugia, in representation of Transport Malta, given on the 10th January, 2025, where he testified that vehicle bearing registration number GBE 715 of the make Opel Astra is in the name of Simon Parott, and this since the 25th March, 2024. He says that the previous owner was Nathan John Cini, and that Cini's ownership had started on the 24th August, 2023 and ended on the 25th March, 2024. The witness exhibited a copy of the logbook and the history of the named vehicle's ownership;

Having seen the testimony of defendant where he confirms that he had advertised his used vehicle and admitted to having advertised it as having low mileage and being in a good condition. He agrees to the question that plaintiff had contacted him showing his interest in purchasing the same, and that this resulted in him meeting plaintiff for an inspection and a test drive. Defendant says he was directly asked by either plaintiff or his friend whether there had been any issues regarding the condition of the car asked if there had been any issues with the water pump, he replies in the negative and says that if he recalls correctly, the issue was with the fuel pump and not the water pump.

He confirms this to having been prior to the purchase, and being shown a Facebook Messenger exchange he confirms that this represented exchange between him and the plaintiff. He also confirms to recognize the racing pads being shown, and when asked what their purpose was he says that he is not sure because when he had bought the vehicle himself they were already in it.

Defendant also affirms that he does not possess any technical knowledge of vehicles, and that he used to use the vehicle in question to commute for school and work purposes;

Having seen all the procedural deeds of the acts;

Having heard the oral submissions made by the parties' legal counsels;

Considers:

From the evidence tendered before the Tribunal, it clearly emanates that the defendant had prior knowledge, antecedent to the effective transfer of the vehicle in question, of a mechanical anomaly — specifically, the automatic activation of the engine fan. This circumstance is indicative of an underlying issue pertaining to the vehicle's cooling or electrical systems. Consequently, it cannot be reasonably maintained that the vehicle was transferred in the complete absence of any knowledge or suspicion of defect.

Nonetheless, the Tribunal also notes that the defendant is not technically proficient in automotive mechanics. Accordingly, the Tribunal is not persuaded that the defendant would have been in a position to fully comprehend the implications of the fan anomaly, nor of any latent or consequential defects which subsequently manifested during the repair phase. It would be speculative to impute technical foresight or expertise beyond that which a reasonable layperson in the defendant's position could be expected to possess.

Moreover, it is pertinent to highlight that the vehicle was not advertised or represented as being in immaculate or "pristine" condition, as alleged by the plaintiff.



Rather, the description provided was that of a used vehicle in "good" condition — a characterization which inherently allows for a degree of wear and tear commensurate with the car's details, which results to have had four or five previous owners.

In this respect, the Tribunal further observes that the plaintiff, prior to committing to the purchase, had the opportunity not only to conduct a test drive, but also to seek independent mechanical advice or inspection of the vehicle. This would have been a prudent course of action, particularly in light of the fact that the transaction involved a second-hand vehicle, for which defects not readily apparent may subsist.

In light of these considerations, and in the interest of equity, the Tribunal deems it appropriate to order an equal apportionment of the repair costs incurred, together with any proven expenses related to insurance and taxi services during the period of vehicle unavailability. Such an apportionment reflects the shared responsibility stemming from both the limited pre-sale knowledge of the defendant and the non-pristine condition of the vehicle.

However, the Tribunal rejects the plaintiff's claim for reimbursement of car hire expenses, on the basis that the documentation submitted — particularly the invoice relating to the car rental — does not correlate with the established timeframe during which the vehicle was out of service. In the absence of such correspondence, the Tribunal is not satisfied that said expense was reasonably incurred as a direct consequence of the defects in question.

Hence, in view of the above considerations, the Tribunal decides this case by upholding plaintiff's claim limitedly to the amount of €593.66, with interest thereon from date of judgement. Costs to be borne as to 2/3 by plaintiff and 1/3 by defendant.

(ft.) Dr. Marsette Portelli Xerri  
Ġudikant

(ft.) Martina Axiak  
Deputat Reġistratur

Vera Kopja

Għar-Reġistratur