



TRIBUNAL GHAL TALBIET ZGHAR

**GUDIKATUR DR.
MARIO SCERRI**

Seduta tal-15 ta' Lulju, 2009

Talba Numru. 13/2008

GO plc [C 22334]

vs

Paul Robert Henrickson
The Tribunal,

Having seen the application of the plaintiff filed on the 15th April 2008, whereby this Tribunal is being requested to condemn the defendant to pay the company GO plc the sum of five hundred and eighty nine Euros and sixty one cents (€589.61), which the company is claiming as being due in connection with the telephone service bearing the number 21550715 (a/c 10226744) according to various bills sent to the defendant and which had remained unsettled, together with the legal costs hereof as well as the costs of the judicial letter bearing number 121/2008 dated the 26th February 2008, and with the interest according to law accruable against the defendant ;

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Having seen that although the defendant had contested the claim, he had not filed a formal reply ;

Having also seen that the defendant had voluntarily chosen not to be legally assisted, and had chosen to provide for his own defense ;

Having also seen that the parties had agreed that the proceedings be conducted in the English language ;

Having examined all the records of the case and the documents submitted by both parties ;

Having seen that the case has been put off for today for judgement ;

Thus having considered that :

This claim is in regard to a pending bill for rental charges and calls in connection with the telephone service bearing the number 21550715 held in defendant's name, and which plaintiff company was providing at defendant's residence at number ninety (90), Racecourse Street, Xaghra, Gozo, for the period from the 4th November 2001 to the 1st November 2007, when the service was effectively removed.

The relative service was installed at defendant's residence on the 15th February 2001, and the disputed bills dates back to the 4th November 2001.

Defendant is not contesting the fact that he had applied for the service and that he was provided with the service for the said period. In fact he admits to recognise his signature on the service agreement. His contestation is that he is not accepting the billing system done by plaintiff company, and despite his various objections and protests with plaintiff company, his claims were turned down, and in protest for not being given reasons to his satisfaction for his objections, defendant had persistently refused to pay the amount claimed by plaintiff company whilst at the same time he had continued to make use of the

company's service until the company was constrained to remove the service in October 2007. He contends that the present claim has already been adjudicated by the Consumer Claims Tribunal in the case : Paul Henrickson vs Maltacom plc [Application No. CCT G7/06], which was decided on the 18th September 2007, and had raised the plea of the *res judicata*. However, this Tribunal cannot agree with the defendant's plea as the case to which defendant is referring did not determine the issue forming the object of plaintiff's claim under examination.

The defendant did not in any way bring evidence to prove that the amount claimed by plaintiff company is not due, but simply says that the outstanding bill is unacceptable for him without having given any convincing reasons to the satisfaction of this Tribunal to justify his refusal not to pay the amount claimed by plaintiff company, and which had led plaintiff company to finally remove the service due to defendant's persistent refusal to pay the arrears for the preceding years.

This Tribunal therefore concludes that plaintiff's claim for payment is justified in the circumstances, and is to be upheld.

After having seen articles 3(2), 9(2)(a)(3) of Chapter 380 of the Laws of Malta.

The Tribunal hereby upholds plaintiff's claim and condemns defendant to pay GO plc the amount of five hundred and eighty nine Euros and sixty one cents (€589.61) in arrears in connection with the telephone service bearing the number 21550715 (a/c 10226744), together with interest according to law with effect from the date of filing of the judicial letter number 121/2008, and with legal costs hereof including the VAT against the defendant, as well as the costs and fees of the judicial letter of the 26th February 2008.

< Sentenza Finali >

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