



**QORTI CIVILI
PRIM' AWLA**

**ONOR. IMHALLEF
JOSEPH ZAMMIT MC KEON**

Seduta tat-30 ta' Marzu, 2010

Citazzjoni Numru. 508/2007

Alex Zammit (ID 0562743M) bhala mandatarju specjali ta' Leslie A. Cassar, assenti minn Malta (Passaport Awstraljan Numru E 1022744)

kontra

Alan Lubinsky (Passaport Israeljan Nru LD287294), u b'digriet tas-7 ta' Jannar 2008, zdied il-kliem "u Passaport Sud Afrikan bin-Numru 452982431" f'ismu propju u bhala direttur ghan-nom u in rappresentanza ta' A C Cars Limited (C29965)

Il-Qorti :

Rat ir-rikors maħluf presentat fid-9 ta' Mejju 2007 li jaqra hekk -

1. *Illi l-konvenut proprio et nomine ghandu jhallas lill-attur nomine rikorrenti s-somma ta' erbghin elf Dollaru*

Amerikan (US\$ 40,000) ekwivalenti ghas-somma ta' tnax-il elf sitt mija u tnax-il lira Maltija (Lm 12,612) meta mahduma bir-rata tal-kambju mahruga mill-Bank Centrali ta' Malta tat-8 ta' Mejju 2007 fejn Dollaru Amerikan (US\$ 1) huwa ekwivalenti ghal US\$ punt tlieta wiehed hamsa tlieta (0.3153) jew l-ekwivalenti ta' erbghin elf Dollaru Amerikan (US\$ 40,000) mahduma bir-rata tal-kambju ta' meta jsir il-hlas skond kif jigi deciz minn din l-Onorabbli Qorti, liema somma tirrapprezenta self maghmul lill-konvenut proprio et nomine fit-23 ta' Marzu 2005 kif jidher in parti wkoll minn Loan Note rilaxxata mill-konvenut annessa bhala DOK A.

2. Illi dan is-self kellu jithallas lura sal-25 ta' Gunju 2005, izda nonostante diversi weghdiet u interpellazzjonijiet il-konvenut proprio et nomine baqa' inadempjenti, u ghalhekk l-imghaxijiet ghandhom jiddekorru mill-istess data tal-25 ta' Gunju 2005.

3. Illi dan id-dejn huwa cert, likwidu u dovut u ghalkemm interpellat, anke ufficjalment, il-konvenut proprio et nomine baqa' inadempjenti.

4. Illi fil-fehma tal-attur nomine il-konvenut proprio et nomine m'ghandux eccezzjoni valida x'jaghti kontra din l-azzjoni u ghalhekk jezistu l-elementi kollha rikjesti mil-ligi sabiex it-talbiet tas-socjeta' attrici jigu decizi bid-dispensa tas-smigh a tenur tal-artikolu 167 tal-Kodici ta' Organizzazzjoni u Procedura Civili (Kap. 12) ;

Ghaldaqstant l-attur nomine jitlob bir-rispett li din l-Onorabbli Qorti

(1) Tghaddi ghas-sentenza bid-dispensa tas-smigh tal-kawza a tenur tal-artikolu 167 tal-Kodici ta' Organizzazzjoni u Procedura Civili ; u

2. Tikkundanna lill-konvenut proprio et nomine li jhallas lill-attur nomine s-somma minnu dovuta ta' erbghin elf Dollaru Amerikan (US\$ 40,000) ekwivalenti ghas-somma ta' tnax-il elf sitt mija u tnax-il lira Maltija (Lm 12,612) meta mahduma bir-rata tal-kambju mahruga mill-Bank Centrali

ta' Malta tat-8 ta' Mejju 2007 fejn Dollaru Amerikan (US\$ 1) huwa ekwivalenti ghal US\$ punt tlieta wiehed hamsa tlieta (0.3153) jew l-ekwivalenti ta' erbghin elf Dollaru Amerikan (US\$ 40,000) mahduma bir-rata tal-kambju ta' meta jsir il-hlas skond kif jigi deciz minn din l-Onorabbli Qorti, liema somma tirrapprezenta self maghmul lill-konvenut proprio et nomine.

Bl-ispejjez inkluzi dawk tal-ittra ufficjali tad-19 ta' Frar 2007 u tal-mandat ta' sekwestru u tal-mandat ta' qbid li qed jigu ntavolati kontestwalment u bl-imghaxijiet legali mill-25 ta' Gunju 2005 sad-data tal-pagament effettiv kontra l-konvenut proprio et nomine li hu minn issa ngunt ghas-subizzjoni.

Rat il-lista tax-xhieda indikati mill-attur.

Rat il-lista ta' dokumenti esebiti mill-attur mar-rikors mahluf.

Rat l-ammissjoni tat-talba attrici li saret fl-udjenza ta' din il-Qorti diversament presjeduta tal-1 ta' Gunju 2007 (fol 8) minn Dr. Katya Mercieca ghall-kumpannija konvenuta AC Cars Limited.

Rat li fl-istess udjenza, il-Qorti kienet infurmata li l-konvenut Alan Lubinsky ma kienx residenti Malta. Il-Qorti tat lil dan il-konvenut zmien sabiex jipprezenta risposta mahlufa.

Rat ir-risposta mahlufa ta' John Owen (Numru tal-Passaport Ingliz 302598767) bhala mandatarju specjali tal-konvenut Alan Lubinsky presentata fit-2 ta' Lulju 2007 li taqra hekk –

Illi preliminarjament il-partikolarijiet tal-konvenut gew errorjement indikati fl-okkju tal-kawza stante li l-esponent ma jippossjedix Passaport Israeljan bin-numru indikat fl-istess okkju u fil-fatt il-konvenut Lubinsky huwa cittadin tal-Afrika t'Isfel u l-Passaport Numru tieghu huwa indikat bhala "South African Passport Number 452982431". Dan

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I-izball ghandu jigi korrett qabel ma titkomplu l-kawza fil-mertu.

Illi sekondarjament u fil-mertu, in-nuqqas ta' relazzjoni guridika bejn il-konvenut Lubinsky personalment u l-attur nomine stante illi s-self mertu tal-kawza kien sar unikament a favur tas-socjeta' AC Cars Limited, persuna guridika ghal kollox separata mill-esponent, liema fatt huwa evidenzjat mil-Loan Note ezebita mill-attur nomine stess kif ukoll mix-xhieda illi ser tigi mressqa fil-mori tal-kawza.

Rat il-lista tax-xhieda indikati mill-konvenut u d-dokument li kien esebit mar-risposta mahlufa.

Qieset il-provi tal-partijiet.

Rat l-atti tal-kawza.

Rat id-digriet taghha moghti fl-udjenza tal-15 ta' Dicembru 2009 fejn halliet il-kawza ghas-sentenza ghal-lum.

Ikkunsidrat –

L-Analizi tal-Provi

1. Dwar is-self ta' US \$ 40,000, fl-affidavit tieghu (DOK LAC1 – fol 17 et seq) Leslie Anthony Cassar *inter alia* jixhed hekk –

... He (b'riferenza ghal Alan Lubinsky) told me that he needed the money to be able to continue running the business of manufacturing cars in Malta ...

... We never discussed if the money was being lent to Alan or his company. In my mind I was helping Alan and he could do whatever he needed to do with the loan ...

Huwa jirreferi ghal email datata 8 ta' Marzu 2007 li rcieva minghand Michael Hall li skond l-istess Leslie Agius kien il-partner ta' Alan Lubinsky. F'din l-email (fol 26) jinghad hekk –

... I am also aware that AC (b'riferenza ghal AC Cars) has a commitment to you, and this I know in forefront in Alans mind, as we both respect and appreciate your kindness in assisting AC, in the early part of our involvement in Malta.

... I am aware that your patience may be stretched, but can sincerely say that AC will meet its commitment to you
...

2. Fix-xhieda tieghu *viva voce* fl-udjenza tas-7 ta' Jannar 2008, Odrick Vella xehed l-US \$ 40,000 kienu ta' Leslie Cassar u gew depositati f'kont li ndika Alan Lubinsky. Fil-fatt il-flus kienu depositati f'kont tal-Bank of Valletta plc Nru. 40012414712 f'isem AC Cars Limited (DOK OB1 u OB2 a fol 28, 19 u 30).

3. Fil-Loan Note (esebita mill-attur noe DOK A – fol 4) li hija intestata *A C Cars Limited, 167 Merchants Street, Valletta, C29965*, ndirizzata lill-mandant tal-attur, u ffirmata mill-konvenut *Alan Lubinsky – Director – A C Cars Limited* jinghad hekk –

On behalf of the above-mentioned company, I hereby confirm that on the 23rd March 2005, I have received the sum of USD 40,000 being a loan forwarded by yourself as per our verbal agreement.

Furthermore, I also undertake that the loan will be repaid in full within 3 months i.e. not later than the 25th June 2005.

4. Fl-affidavit tieghu, il-konvenut Alan Lubinsky jixhed li l-kumpannija AC Cars Manufacturing Limited twaqqfet sabiex tibni vetturi f'Malta ghal swieq barranin. Biex tibda topera f'Malta, il-kumpannija kellha problemi mal-Gvern Malti. Kien iltaqa' ma' Leslie Cassar li ... *showed a great interest in the business and offered to help out in the business ... he agreed to become a director of AC Cars Limited in 2006. He was very aware of the financial pressures we were under due to the fact that we could not get going as the factory was just not being brought to an*

operating standard in any sort of acceptable timeline ... Based on the promises being received from the Malta Government relating to bringing the factory up to an acceptable standard, Mr. Cassar agreed to provide a bridge loan to AC Cars Limited of US \$ 40,000. The loan was purely to the Company and had nothing to do with me personally.

5. FI-istess affidavit, Alan Lubinsky ikompli jixhed –

I received a message from Mr. Cassar's firms of accountants to come and sign an acceptance of the loan on behalf of AC Cars Limited, which I did and this document is the only document of terms agreed and discussed.

Fil-process ma hemm l-ebda evidenza ta' dan l-allegat *acceptance of the loan* iffirmit minn Alan Lubinsky *on behalf of AC Cars Limited.*

6. Alan Lubinsky izid jafferma li –

... the loan forwarded to the company was a gest of Leslie Cassar's financial interest in the company and his intention to see that the company recovers. I never constituted or signed any personal guarantee for the company and I was never requested to do so by Cassar.

7. L-attur nomine hejja lista ta' domandi sabiex iwegibhom Alan Lubinsky in kontroesami. Billi dan ix-xhud ma giex lura Malta, id-domandi baqghu bla risposta.

8. Min-naha tieghu, Leslie Cassar wiegeb kemm bil-miktub kif ukoll *viva voce* ghad-domandi ta' Alan Lubinsky waqt seduta li zammet l-Assistant Gudizzjarju Dr. Mariella Schembri-Gonzi fit-18 ta' Marzu 2009.

9. It-twegibiet bil-miktub jirrizulta f'DOK KB1 minn fol 52 sa 54. *Inter alia* jinghad hekk –

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... I did not differentiate if the money was for Alan or for his cars. He needed money and I lent it to him as a friend ...

... Alan needed the money urgently and I was departing for Australia the next day, so I left it to my accountant to get Alan to sign a document, stating that he owed the money and that it had to be paid back by June. I believe my accountant discussed this with Alan and they decided to address the letter to Alan's company ...

... I was told ... that Michael Hall passed away.

10. Fost hwejjeg ohra, Leslie Cassar *viva voce* -

a) Ikkonferma li ghal xi zmien qabel irriżenja kien direttur ta' AC Cars Manufacturing pero' la qatt saret laqgha tal-Bord tad-Diretturi u lanqas qatt ma minuti.

b) Isostni li *I lent Alan the money ... I assumed that the money was for Alan ...*

c) Ighid li huwa rcieva DOK A (*Loan Note*) wara li sar it-trasferiment tal-flus. Dwar id-DOK A huwa ma kkummenta xejn wara li rcevieh pero' sostna li *I've lent him the money* (fol 36).

d) Ma kien l-ebda reazzjoni min-naha tieghu ghall-email ta' Mike Wall fejn dan ighid li l-flus kienu dovuti minn AC Cars. Isostni li *I lent the money in good faith so how would I react.*

Ikkunsidrat -

Din il-Qorti tibda biex tghid li ghal dak li huwa apprezzament tal-provi, il-kriterju mhuiwix jekk il-gudikant assolutament jemminix dak li jkun gie spjegat lilu, izda jekk dawk l-ispjegazzjonijiet humiex verosmili fic-cirkostanzi svarjati tal-hajja ("**Borg vs Bartolo**" – Appell Inferjuri – 25 ta' Gunju 1980). Il-grad ta' prova rikjest fil-kamp civili huwa dak li bizzejjed li jkun inissel certezza morali f'mohh il-gudikant li tkun indotta minn

preponderanza ta' provi meqjusa fuq bilanc ta' probabilitajiet ("**Caruana vs Laurenti**" – Prim'Awla tal-Qorti Civili – 8 ta' April 1994 ; "**Borg vs Manager ta' L-Intrapriza tal-Halib**" – Prim'Awla tal-Qorti Civili – 17 ta' Lulju 1981; "**Vassallo vs Pace**" – Vol.LXX.II.144 u "**Zammit vs Petrococchino**" – Appell Kummercjali – 25 ta' Frar 1952).

Bhala regola, huwa l-attur li jrid jipprova l-fatti minnu premissi u allegati. Il-kaz tal-lum pero' jikkostitwixxi eccezzjoni ghal dik ir-regola. Kif kien osservat fis-sentenzi tal-Qorti tal-Kummerc "**Cilia noe vs Scicluna**" (K/FGC) tas-27 ta' April 1992 (LXXVI.IV.673) u "**Bonnici noe vs Grima**" (K/JDC) tat-30 ta' April 1992 (LXXVI.IV.677) u tal-Qorti tal-Appell "**Caruana et vs Magro et**" tas-6 ta' Ottubru 1999, hija haga minn ewl id-dinja li normalment bniedem jikkontratta ghalih innifsu, sakemm ma jindikax li qieghed jikkontratta f'isem haddiehor, jew jekk dan ma jindikahx espressament, il-kontraent l-iehor ikun ragonevolment jaf illi jkun qieghed jikkontratta f'isem haddiehor. Fil-kaz tal-lum, il-piz tal-prova huwa invertit. Dak tal-lum mhux kaz fejn il-Qorti trid tara jekk l-attur issodisfax l-oneru tal-prova tal-legittimita' u fondatezza tal-pretensjoni tieghu, jew inkella ghandhiex din il-Qorti tapplika r-regola ta' gudizzju li l-fatti allegati ma gewx sodisfacjentement ippruvati mill-attur. Infatti fil-kaz tal-lum, mhux kontestat li l-attur silef US \$ 40,000. Il-kwistjoni hija lil min u cioe' jekk hux lill-konvenut personalment inkella lill-kumpannija tieghu inkella lit-tnejn. Il-kumpannija ammettiet il-kreditu (fol 8). Izda dak il-fatt wahdu ma jesonerax lill-konvenut personalment mill-obbligazzjoni li jaghmel tajjeb hu ghal dak il-kreditu. Fuqu jinkombi l-piz tal-prova tal-allegazzjoni tieghu li d-debitu ma sarx minnu personalment izda li meta kkontratta mal-attur kien qed jaghmel hekk f'isem il-kumpannija. Il-provi f'dan ir-rigward ghandhom jintiznu fid-dawl tar-regola li fin-nuqqas ta' provi jew anki fid-dubju, il-mandat ma jistax jigi prezunt anzi ghandu jigi eskluż (Troplong – Mandato No.50 citat fis-sentenza **Vol.XLII.II.203**). Del resto fil-kontest ta' kollox hemm il-principju tad-dritt, daqstant ewlieni, li skond **Art.993 tal-Kap.16** il-kuntratti ghandhom jigu esegwiti in bona fede u jobligaw mhux biss dak li

jinghad fihom izda wkoll l-konsegwenzi kollha li ggib maghhom l-obbligazzjoni skond ix-xorta taghha bl-ekwita', bl-uzu u bil-ligi ("**Falzon vs Cuschieri**" – Qorti tal-Appell – 23 ta' Ottubru 1936 – XXIX.I.1408 ; "**Spiteri vs Spiteri et**" – Qorti tal-Appell – 28 ta' Gunju 1957 – Vol XLI.I.412 ; "**Depares noe vs O'Dea noe**" – Qorti tal-Appell – 25 ta' Gunju 1996).

Dwar il-mod u l-mument kif issir ir-rabta, l-insenjament tal-Qorti tal-Appell fis-sentenza taghha tat-3 ta' Dicembru 1999 fil-kawza "**Vella vs Vella noe**" huwa preciz u car, u ghandu portata rilevanti u vitali ghall-finijiet tal-kawza tal-lum. Skond din is-sentenza, il-mument determinanti huwa meta tigi kontrattata l-obbligazzjoni ; fil-kaz tal-lum is-self. Huwa f'dak il-mument min jikkontratta ghandu l-obbligu li jirriveva b'mod car u univoku illi f'dik il-kontrattazzjoni mhux qieghed jidher f'ismu imma f'isem persuna ohra ben identifikata. Huwa fl-obbligu li jassikura li dan il-fatt ikun gie sewwa a konoxxenza tal-parti l-ohra f'dak il-mument ghaliex altrimenti jkun qieghed jassumi personalment ir-responsabilita' ghan-negozju minnu kontrattat u ghall-obbligi li kien jimporta.

Anke fis-sentenza taghha tas-6 ta' Ottubru 1999 fil-kawza "**Formosa et noe vs Felice**", il-Qorti tal-Appell kienet cara. Jispetta lill-gudikant li jizen ic-cirkostanzi ta' kull kaz biex jasal ghall-konvinciment jekk kellux jew le jkun apparenti lill-kontraenti illi xi parti kienet qed tidher in rappresentanza ta' haddiehor. Certi kazijiet huma ovvji, ohrain mhumiex daqstant ovvji. Fejn hemm dubju pero' wiehed ghandu jippresumi illi l-persuna li qed tikkontratta kienet qed taghmel hekk f'isimha propju.

Ikkunsidrat -

Is-suesposti konsiderazzjonijiet ta' dritt iridu jigu applikati ghall-fattispece tal-kaz in esami. Hekk ser taghmel din il-Qorti.

Fix-xhieda tieghu, Leslie Cassar fisser f'liema cirkostanzi kien iltaqa' ma' Alan Lubinsky. Tal-ewwel kien jippromwovi t-tkattir tan-negozju f'Malta ghalkemm kien

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residenti l-Awstralja. Lubinsky kien qed jiltaqa' ma' diffikultajiet mal-Gvern Malti biex imexxi fabbrika f'Malta li tibni l-karozzi.

Ix-xhieda ta' Cassar kif tirrizulta mill-affidavit tieghu hija cara.

... He (b'riferenza ghal Alan Lubinsky) told me that he needed the money to be able to continue running the business of manufacturing cars in Malta ...

... We never discussed if the money was being lent to Alan or his company. In my mind I was helping Alan and he could do whatever he needed to do with the loan ...

Mela dak li qed jafferma Cassar huwa li l-US \$ 40,000 talabhom minghandu Lubinsky, huwa tahom lil Lubinsky, issa jekk Lubinsky poggiehom fil-kumpannija, dik kienet affari tieghu.

Min-naha l-ohra, Lubinsky jixhed li Cassar kien jaf li l-flus kienu destinati ghal AC Cars Limited. Anzi jmur oltre – *Mr. Cassar agreed to provide a bridge loan to AC Cars Limited of US \$ 40,000. The loan was purely to the Company and had nothing to do with me personally.*

Sabiex din il-Qorti tghid jekk Lubinsky irnexxielux jaghmel il-prova mistennija minnu fit-termini mfissra qabel, il-kronologija tal-fatti hija krucjali.

Meta Cassar u Lubinsky iltaqghu, dan kien ghal ragunijiet tan-negozju li fih kien involut Lubinsky. Ma jirrizultax li ltaqghu l-ewwel minhabba xi hbiberija jew konoxxenza personali.

U huwa ben assodat li t-talba li ghamel Lubinsky lil Cassar ghal ghajnuna finanzarja ma saritx fil-kuntest ta' xi bzonni personali li kellu izda pjuttost ta' htiega impellenti li Lubinsky kellu sabiex ikompli bil-progett tal-fabbrika li kien qed jiltaqa' ma' problemi burokratici.

Issa propju hawn tqum il-kwistjoni. Mill-provi akkwisiti, din il-Qorti tghid li meta iz-zewg persuni ftehm u dwar is-self, Lubinsky ma qalx car u tond lil Cassar – isma' il-flus qed tislifhom lill-kumpanija mhux lili ! Diskors hekk car ma sarx. Li pero' certament sar kien li fil-kuntest tad-diskors li kien sar bejniethom dwar il-fabbrika, Lubinsky kien qed jitlob il-flus biex jigu nvestiti fil-fabbrika li ma kenitx tieghu personali izda ta' kumpanija. Dwar dan, din il-Qorti ghandha certezza morali fis-sens tal-ligi.

Ironikament din il-Qorti hija rinfaccjata mill-incertezza processwali ta' Cassar li jimposta l-kawza kontra Lubinsky u kontra l-kumpanija AC Cars Limited u ma jitlobx il-kundanna *in solidum* tal-hlas tad-dejn. Fl-istanza tieghu, lanqas l-istess Cassar ma gharaf jiddeciedi min kien id-debitur tant li fittex lil persuna fisika u lil persuna morali ghall-istess ammont u ghall-istess dejn bhal donnu huwa silef lit-tnejn u mbaghad tiddeciedi finalment il-Qorti.

Din l-incertezza ma hi xejn salutari ghall-posizzjoni ta' Cassar paragonata mal-posizzjoni netta u cara li ha Lubinsky.

Mela fil-kuntest tal-insenjament ta' **“Vella vs Vella noe”** (op. cit.), in partikolari dwar il-mument tal-kontrattazzjoni, ghandna min- naha wahda l-istqarrija ta' Cassar li jghid li *we never discussed if the money was being lent to Alan or his company* u min-naha l-ohra hemm dik ta' Lubinsky fis-sens li *Mr. Cassar agreed to provide a bridge loan to AC Cars Limited of US \$ 40,000. The loan was purely to the Company and had nothing to do with me personally.* Cassar ma jistax idawwar favur tieghu l-incertezza tieghu, fir-raffront mac-certezza ta' Lubinsky f'dak li qal u kif wara segwa l-ghoti tas-self. Min-naha tieghu, Lubinsky kien car fl-istqarrija tieghu li Cassar kien ben koxjenti mill-fatt li kien qed jislef flus ghall-kumpanija.

Fatti ohra jsostnu l-posizzjoni ta' Lubinsky.

- 1) Il-ftehim bejn it-tnejn kien verbali (ara DOK A – fol 4).

2) Il-flus ghaddew fit-23 ta' Marzu 2005 (ara DOK A – fol 4). Ghaddew mill-ewwel skond struzzjonijiet tal-kumpannija tal-attur bid-data tat-23 ta' Marzu 2005 fil-kont tal-kumpannija AC Cars Limited (ara DOK OB1 – fol 28).

3) Id-DOK OB2 a fol 29 huwa l-konferma.

4) Ghalkemm DOK A fol 4 mhux datat, jirrizulta li d-dokument sar qabel il-25 ta' Gunju 2005 u cioe' iz-zmien li fih kellu jintradd il-kapital. Id-dokument kien esebit mill-attur mar-rikors mahluf li allura jfisser li kien fil-pussess tieghu. Mid-dokument jirrizulta li d-debitur kienet AC Cars Limited.

5) *A tempo vergine* u cioe' anke qabel il-25 ta' Gunju 2005, Cassar kellu c-cans kollu jikkontesta l-kontenut hekk car u univoku tad-DOK A izda *cio' nonostante* baqa' sieket.

6) Jekk *forsi* Cassar kellu skuza jibqa' sieket ghaliex sad-DOK A kollox kien ghadu "*ward u zahar*", l-istess ma jistax jinghad fir-rigward tal-email a fol 26 fejn – issa kwazi sentejn wara – qed jigi avzat li *AC has a commitment to you*. *Cio' nonostante* ghal darb'ohra Cassar baqa' sieket meta wiehed kien ragonevolment jistenna li kellu sa fl-ahhar jirreagixxi. *Eppure* xejn minn dan. U frankament it-twegiba li ta in kontroesami ghad-domanda legittima u f'waqtha li saritlu *lascia l'amaro in bocca*.

Fil-kuntest tal-assjem tal-provi akkwisiti, meqjusa serenament, izda fl-istess waqt b'reqqa u b'gustizzja, din il-Qorti tghid li d-dejn ta' US \$ 40,000 kien kontratt minn Alan Lubinsky mhux personalment izda ghal AC Cars Limited u ghalhekk, kontra dak pretiz fil-konfront tieghu, huwa m'ghandux jassumi personalment ir-responsabilita' ghall-hlas li kien ikkontratta mal-attur ghal AC Cars Limited.

Ghal dawn ir-ragunijiet, din il-Qorti taqta' u tiddeciedi din il-kawza hekk –

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1) **Tastejni** milli tiehu konjizzjoni ulterjuri tal-ewwel talba attrici.

2) **Tilqa'** l-eccezzjonijiet ta' Alan Lubinsky fil-kwalita' personali tieghu u tilliberah mill-osservanza tal-gudizzju, bl-ispejjez kontra l-attur nomine.

3) **B'ammissjoni tal-kumpannija konvenuta AC Cars Limited (C29965)**, tikkundanna lill-istess AC Cars Limited sabiex thallas lill-attur nomine s-somma ta' erbghin elf Dollaru Amerikan (US \$40,000) ekwivalenti ghal disgha u ghoxrin elf tliet mija tmienja usebghin Ewro sitt centezmi (€29,378.06), bl-imghax legali mid-9 ta' Mejju 2007, u bl-ispejjez ghall-istess kumpannija konvenuta AC Cars Limited.

< Sentenza Finali >

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