



THE COURT OF MAGISTRATES (MALTA)

MAGISTRATE

DR. CAROLINE FARRUGIA FRENDO

*B.A. (Legal and Humanistic Studies), LL.D.,
M.Juris (International Law), Dip. Trib. Eccl. Melit.*

Application number: 179/2016 CFF

Ventur Auto Imports Co Ltd

Vs

Oleg Limited

Oleg Anatolyevich Skylarov

Today 27th November, 2018

The Court:

Having seen the **application** filed by the plaintiff whereby it is requesting the Court to condemn defendants to pay the plaintiff the sum of nine thousand and forty euro (€9040), apart from legal interests at a rate of eight percent (8%) until the date of payment and which sum is due to plaintiff as the balance of the payment of the price of a vehicle make Land Rover bearing registration number KBR 229.

With judicial cost, including those of the precautionary garnishee order presented contemporaneously with this lawsuit against the defendants who are being requested to answer for such claim.

Having seen the **reply** of Oleg Anatolyevich Skylarov where he respectfully sheweth:

1. That primarily the defendant Oleg Anatolyevich Skylarov should be freed as being non-suited and this is because he is not the legitimate defendant as he

never bought the vehicle in question from the plaintiff company nor did he enter into any agreement in his own name with the plaintiff company over the said vehicle;

2. That secondly, there is already a judgement delivered by the same Honourable Court, differently presided in the amount claimed by the plaintiff company in the names;
3. That thirdly, the claim the plaintiff company is unfounded in fact and in law;
4. That fourthly, this case and the precautionary warrant of seizure were only done as retaliation for the executive warrant of seizure done by the defendant for the judicial costs that the plaintiff company has refused to pay.
5. Save for any further pleas.

Having seen the **reply** of Oleg Ltd where the company respectfully sheweth:

1. That primarily there is already a judgement delivered by the same Honourable Court differently presided, on the amount claimed by the plaintiff company in the names where it has been declared that the bills of exchange which were made, the judicial letter and subsequently the court case were invalid and therefore there cannot be another judgement where a judgement has already been delivered;
2. That secondly, and without any prejudiced to the first plea the claim made by the plaintiff company is unfounded in fact and in law.
3. Save any further pleas.

After having heard submissions by the parties regarding the first plea.

Oleg Skylarov states that the vehicle Land Rover with registration number KBR 229 was bought by himself for commercial purposes as director of Oleg Ltd. As director of Oleg Ltd, Oleg Skylarov signed the bills of exchange on behalf of the company.

For the Registrar of Companies, Dr. Amanda Poole confirmed that the director of Oleg Ltd is Oleg Skylarov.

Karen Cremona is a representative for Transport Malta who confirmed that Land Rover Discovery registration number KBR 924 is registered to Oleg Anatolyevic Skylarov who is the director of Oleg Ltd.

Oleg Anatolyevic Skylarov gave his testimony again on the 17th October, 2017 who stated that his business is regarding tourism such as excursions, accommodations amongst other things and he also confirmed that he is the director of said company. He also confirmed that he signed the bills of exchange with regards to the Land Rover. Oleg Skylarov confirmed that various employees use the Land Rover and it is fully insured.

Considers:

The Court has seen the acts of the case 424/2014 VG in the name *Ventur Auto Imports Co Ltd vs Skylarov Oleg Anatolyevich*. This case is linked to the present proceedings, the Court in those proceedings issued a decree whereby it upheld the request put forward by the applicant Skylarov and ordered the suspension of the execution of the bills of exchange. One of the reasons for which the Court in the case 424/2014 VG was asked to suspend the execution of the bills of exchange was the fact that Oleg Anatolyevich Skylarov was alleging that he is not the rightful owner of the Land Rover in question.

The same issue has been raised by the defendant in this case. He claims that the owner of the Land Rover in question KBR 924 is not himself but Oleg Ltd, in fact a fol 2 of the process, the photocopy of the log book of the vehicle states the same thing.

The Court in the case 424/2014 VG regarding this issue has stated the following, *"Similarly, the claim by the Applicant that the execution against him of the Bills of*

Exchange in issue should be suspended because he is not the owner of the vehicle to which the Bills of Exchange refer to, cannot be considered to constitute a grave and valid reason which warrants opposition to the execution of the Bills of Exchange and justifies the suspension of execution of the same.

*From evidence submitted during the hearing of these proceedings, including testimony by the Applicant himself during the sitting held on the 23rd April 2015, it transpires that the Applicant signed the Bills of Exchange in issue. The mere fact that he signed the bills of Exchange in issue is reason enough to render him subject to the payment of the same irrespective of whether or not he is the actual owner of the vehicle Land Rover Discovery bearing Registration Number KBR 924. In this regard the Court refers to the judgment delivered by the Civil Court, First Hall on the 29th May 2003 in the names **Charles Pool vs Carmelo Mercieca** where reference was made to the following extract from the Notes by Profs Rene' Cremona regarding bills of exchange: the moment a person signs the bill of exchange... the obligation arising from that signature is considered to be complete in itself; it acquired a juridical existence which is considered separate, distinct and independent from the original and fundamental contract entered into between the parties concerned. The law identifies the obligation created or evinced by its bills with the signatures placed thereon. Accordingly, a party to a bill would be liable thereon, not because of any pre-existing obligations, but merely because he did actually sign the bill."*

As far as the Court has understood as of today the amount which is being claimed by the plaintiff company from the defendants emanates from the bills of exchange signed subject to the proceedings numbered 424/2014 VG.

It is true that the owner of the vehicle is Oleg Ltd however Oleg Anatolyevich Skylarov signed the bills of exchange in question. He says that he signed them in the name of the company not in his own name. However the bills of exchange have a legal existence on their own, distinct and separated.

The Court at this point cannot oust Oleg Anatolyevich Skylarov from these proceedings because as a signatory of these bills of exchange, he was creating a legal relationship with the plaintiff company where he was guaranteeing the payment of the said amounts.

The Court at this point has to delve into the merits of the case and see whether this amount claimed by the Plaintiff company is actually due or not.

Decide:

In view of the above, the Court is rejecting the first plea filed by Oleg Anatolyevich Skylarov in his reply dated 22nd of September 2016 and orders the proceedings in this case to continue.

Dr. Caroline Farrugia Frendo
Magistrate

Vera kopja

Nadia Ciappara
Deputy Registrar