



## **QORTI CIVILI - PRIM' AWLA**

**IMHALLEF**

**ONOR. DR JOANNE VELLA CUSCHIERI  
B.A., MAG. JUR. (EUR. LAW.), LL.D.**

**Illum it-Tlieta, 4 ta' Ottubru 2022**

**Kawza Numru: 9**

**Rikors Ġuramentat Numru:- 300/2016 JVC**

**Bolwerk Limited C 52077**

**vs**

**Boian u Melody konjugi Mitov  
bhala rapprezentanti legali ta'  
Mitov Software LLC u b'digriet  
tat-28 ta' Settembru 2016 giet  
appuntata bhala Kuratur  
Deputat ghall-istess Dr  
Catherine Mifsud (ID 195791M)**

**Il-Qorti,**

Rat ir-rikors guramentat fejn is-socjeta' rikorrenti Bolwerk Limited ikkonfermat bil-gurament u talbet kif isegwi:

1. 'Illi Mitov Software LLC, kumpanija Kalifornjana, bin-numru ta' registrazzjoni 201113110146 u bl-ufficju rregistrat 11326, Rosecreek Dri. Moorpark, CA 93021, dahlet fi ftehim ma' Bolwerk Limited, kumpanija Maltija, bin-numru ta' registrazzjoni C52077 u bl-ufficju rregistrat Maple Leaf, Triq Guze Bonnici, Nadur, Ghawdex datat hamsa (5) ta' Dicembru elfejn u tlettax (2013), liema ftehim qed jigi hawn anness u mmarkat bhala Dokument 'AF1';

2. Illi permezz ta' dana l-ftehim Mitov Software LLC intrabtet illi tipprovdi lil Bolwerk Limited software ghal prototype gaming table li kellu jintuza ghall-finijiet ta' dimostrazzjonijiet u dan fi zmien xahrejn mid-data tal-ftehim u ntrabtet ukoll illi tipprovdi sistema ta' gaming 'fully functional' li tissodisfa r-rekwiziti kollha tal-LGA (The Lotteries and Gaming Authority of Malta) sabiex il-kumpanija attrici tkun tista' tikseb licenza tal-gaming fi zmien sitt (6) xhur mid-data tal-ftehim;

3. Illi l-kumpanija konvenuta naqset milli twettaq ghas-sodisfazzjoni tal-kumpanija attrici s-servizzi li hija ntrabtet li tipprovdi skont l-imsemmi ftehim;

4. Illi permezz ta' ftehim iehor datat dsatax (19) ta' Lulju tal-elfejn u erbatax (2014), li qed jigi hawn anness u mmarkat bhala Dokument 'AF2', Mitov Software LLC intrabtet illi tipprovdi lil Bolwerk Limited software ghal prototype gaming table li kellu jintuza ghall-finijiet ta' dimostrazzjonijiet sa mhux iktar tard mill-ewwel (1) ta' Awwissu tal-elfejn u erbatax (2014) u ntrabtet ukoll illi tipprovdi lil Bolwerk Limited sistema ta' gaming 'fully

functional' li tissodisfa r-rekwiziti kollha tal-LGA sa mhux iktar tard mill-ewwel (1) ta' Dicembru tas-sena elfejn u erbatax (2014);

5. Illi permezz tal-istess ftehim il-partijiet qablu fuq il-metodu ta' kumpens u l-hlas ghas-servizzi dovut lill-kumpannija konvenuta;

6. Illi permezz skont l-istess ftehim l-iskadenza miftehma setghet tigi estiza biss fuq bazi ta' 'high priority' u t-terminu kien ipprecizat iktar bil-klawzola numru sitta punt tnejn (6.2) li tipprovdi: "In the event that either party is in default or commits a breach of this Agreement, which is not amended within 30 days after having received Notice thereof, then this Agreement shall automatically terminate on the date specified in such Notice".

7. Illi l-kumpannija konvenuta thallset skont kif previst minn dan il-ftehim, is-somma ta' mija u sebat elef mitejn u tnejn u disghin Ewro u tmien centezmu (E107,292.08) dovuti bhala drittijiet u spejjez tal-ivvjaggar kif jidher mid-dokument hawn anness u mmarkat bhala Dokument 'BOV';

8. Illi permezz tal-klawzola numru sebgha punt tnejn (7.2) il-partijiet kienu pprecizaw illi l-ftehim ghandu jkun rregolat mil-ligi ta' Malta u li kwalunkwe azzjonali legali fir-rigward ta' kull kwistjoni li tqum minn dan il-ftehim, ghandha titressaq quddiem il-qorti kompetenti fil-Belt Valletta;

9. Illi l-kumpannija attrici soffriet danni attwali minhabba n-nuqqas da parti tal-kumpannija konvenuta li tosserva l-iskadenzi miftehma u tipprovdi is-sistema skont l-ispecifikazzjonijiet tal-ftehim, liema danni jikkonsistu fl-ispejjez relatati mal-ewalwazzjoni u s-sostituzzjoni tas-servizzi miftiehem;

10. Illi l-kumpannija konvenuta kienet giet infurmata illi kienu ser jinbdew dawn il-proceduri f'kaz illi s-servizzi ma jitkomplewx jew alternattivament il-pagamenti jigu rifuzi, and minhabba inadempjenza da parti tal-kumpannija konvenuta kellha tigi prezentata l-kawza odjerna.

Tghid ghalhekk il-kumpannija konvenuta ghaliex dina l-Qorti Onorabli m'ghandhiex:-

1. Tiddikjara li l-kumpannija konvenuta ma wettqitx l-obbligi kuntrattwali taghha sabiex tipprovdi s-servizzi kif obligat ruhha li taghmel skont l-imsemmi ftehim;
2. Tiddikjara li l-kumpannija konvenuta rceviet pagamenti akkont ghas-servizzi li kellha tipprovdi u ghalhekk qieghda zzomm dawn il-flus b'mod illegali;
3. Tiddikjara li l-kumpannija attrici soffriet danni minhabba l-mala fede li biha l-kumpannija konvenuta agixxiet li rizultat fin-nuqqas ta' twettiq tal-obbligi kuntrattwali taghha;
4. Tillikwida d-danni wara li jigi mahtur espert mill-qorti jekk jidhirlha opportun;
5. Tordna lill-kumpannija konvenuta tirrifondi l-flus kollha li hija rceviet minghand il-kumpannija attrici favur l-istess kumpannija attrici flimkien mal-imghaxijiet skont il-ligi;
6. Tordna lill-kumpannija konvenuta thallas id-danni likwidati lill-kumpannija attrici;

Bl-ispejjez u bl-ingunzjoni tal-konvenuta li minn issa hija ngunta ghas-subizzjoni.'.

Rat ir-risposta guramentata ta' Dr Catherine Mifsud ghan-nom u in rapprezentanza ta' Boian u Melody konjugi Mitov li taqra kif isegwi:

1. Illi, preliminarjament, bir-rispett, l-azzjoni odjerna ma kellhiex tigi intavolata kontra Boian u Melody konjugi Mitov bhala rapprezentanti legali ta' Mitov Software LLC izda kontra is-socjeta' stess galadarba is-socjeta' Mitov Software LLC kumpanija irregistrata skond il-Ligijiet ta' Kalifornja, bin-numru ta' registrazzjoni 2011130146 u bl-ufficju registrat 11326, Rosecreek Dri. Moorpark, CA 93021 ghandha personalita' legali separata minn dik tar-rapprezentanti taghha u ghaldaqstant is-socjeta' stess hija il-legittimu kontradittur u mhux ir-rapprezentanti legali taghha;
2. Illi Mitov Software LLC permezz tal-ftehim datat nhar id-satax (19) ta' Lulju, elfejn u erbatax (2014) (gia anness u mmarkat fl-atti tar-rikors mahluf bhala 'AF2') u fejn wahda mill-obbligazzjonijiet tal-kuntratt kienet illi Mitov Software LLC kellha tippovdi lis-socjeta rikorrenti b'sistema ta' gaming funzjonanti sal-ewwel (1) ta' Dicembru, elfejn u erbatax (2014);
3. Illi a kontrarju ta' dak illi qieghed jinghad mis-socjeta' rikorrenti Mitov Software LLC kienet osservat l-obbligi kollha taghha ai termini tal-imsemmi ftehim iffirmit bejn il-partijiet galadarba is-sistema ta' gaming kienet effettivament giet provduta lis-socjeta' rikorrenti saz-zmien stipulat fil-kuntratt;

4. Illi wara illi giet provduta din l-imsemmija prototype ta' sistema ta' gaming kienet is-socjeta rikorrenti illi komplet tibdel diversi komponenti mis-sistema u dana kif ser jigi pruvat matul is-smigh tal-kawza u Mitov Software LLC, minkejja illi l-obbligi taghha ai termini tal-kuntratt iffirmit mas-socjeta' rikorrenti kienu gew sodisfatti, kienet lesta illi tibdilhom u dan irrizulta f'dewmien zejjed li ma kienx rizultanza ta' xi nuqqas minn naha ta' Mitov Software LLC;
5. Illi minkejja il-fatt illi Mitov Software LLC staqsiet diversi drabi lis-socjeta' rikorrenti sabiex tittestja is-sistema ta' software provduta minnha, is-socjeta' rikorrenti naqset milli taghmel dan u f'dan is-settur ta' software u informatika huwa punt important illi issir ittestjar adegwat anke minn naha tal-klijent ghaliex prototipi jista' jkollhom xi nuqqasijiet u b'hekk biss wiehed ikun jista' jara kif jista' jirrangahom;
6. Illi inoltre, minkejja illi Mitov Software LLC staqsiet lis-socjeta' rikorrenti sabiex tinghata kopja tar-regolamenti tal-Lotteries and Gaming Authority of Malta (LGA), is-socjeta' rikorrenti naqset milli taghmel dan u ghaldaqstant Mitov Software LLC ma setghetx tkun a konnoxxenza tar-rekwiziti kollha illi huma mistennija mill-Awtorita'.
7. Illi ghaldaqstant Mitov Software LLC wettqet obbligi taghha skond il-parametri tal-ftehim hawn fuq imsemmi u il-hlasijiet li saru lilha kienu kollha dovuti ghax-xoghol maghmul minnha u ghal hin twil illi gie ddedikat lejn is-socjeta' rikorrenti u progett in kwistjoni u dan kif ser jigi ippruvat matul il-kawza mill-ammont sostanzjali ta'

korrispondenza illi kien hemm bejn il-partijiet matul iz-  
zmien tal-ingagg ta' Mitov Software LLC u oltre;

8. Illi galadarba Mitov Software LLC wettqet l-obbligi kollha taghha ai termini tal-kuntratt u oltre m'ghandhiex tinzamm responsabbli ghad-danni illi is-socjeta' rikorrenti setghet garrbet ghan-nuqqasijiet taghha stess;
9. B'riserva ghal eccezzjonijiet ulterjuri.

Bl-ispejjez.'

Rat l-affidavits, xiehda, kopji tal-ftehim, statements tal-bank, rapport ex-parte, skambju ta' korrispondenza tramite skype, emails, ittra legali, dokumenti u l-provi kollha esebiti fl-atti;

Rat ir-rikors tat-12 ta' April, 2016 prezentat kontestwalment mar-rikors guramentat fejn is-socjeta' rikorrenti talbet li prevja l-hrug tas-soliti bandi l-Qorti joghgobha tahtar kuratur deputat sabiex jirrapprezenta lill-kumpanija intimata Mitov Software LLC fl-atti tar-rikors guramentat u l-atti l-ohra kollha relattivi u sussegwenti u rat id-digriet tal-Qorti kif diversament preseduta moghti fit-28 ta' April, 2016 fejn laqghet it-talba u nnominat kuraturi mill-elenku u ordnat il-hrug tas-soliti bandi u rat id-digriet tat-23 ta' Awwissu, 2016 fejn il-Qorti rrevokat *contrario imperio* d-digriet tat-28 ta' April, 2016 sabiex ikomplu l-proceduri wara d-digriet tal-20 ta' April, 2016 li qed jinzamm ferm u effettiv u rrevokat l-effett tan-nota;

Rat in-nota ta' Dr Catherine Mifsud intavolata nhar it-28 ta' Settembru, 2016 li permezz taghha hija accettat l-atti tal-bandu sabiex tirrapprezenta lil Boian u Melody Mitov bhala

rapprezentanti legali ta' Mitov Software LLC u rat id-digriet tal-Qorti kif diversament preseduta tat-28 ta' Settembru, 2016 fejn laqgħet it-talba u kkonfermat lill-Dr Catherine Mifsud bhala kuratur għall-finijiet kollha tal-ligi;

Rat illi fil-verbal tal-10 ta' Novembru, 2016 a fol. 63 tal-process Dr Angele Formosa għar-rikorrenti talbet li l-proceduri jitkomplew bil-lingwa Ingliza stante li wiehed mir-rapprezentanti tas-socjeta' attrici mhux Malti u rat li stante li t-talba ma gietx opposta l-Qorti laqgħet it-talba;

Rat illi fil-verbal tad-19 ta' Jannar, 2017 Dr Angele Formosa għas-socjeta' rikorrenti ddikjarat li r-relazzjoni kummercjali bejn il-partijiet hija koperta b''non-disclosure clause' u għalhekk talbet direzzjoni tal-Qorti u rat li Dr Cedric Mifsud fuq domanda tal-Qorti ma sabx oggezzjoni għal produzzjoni ta' evidenza simili suggett li tibqa sigillata. Għalhekk il-Qorti kif diversament preseduta ordnat li kwalunkwe evidenza li tkun in kontestazzjoni mal-klawsola msemmija kellha tigi pprezentata u identifikata mir-rikorrenti u l-evidenza kellha tigi ssigillata u mizmuma fis-sigrieta tal-Qorti u tkun accessibli biss mill-partijiet jew l-avukati tagħhom;

Rat ir-rikors tas-socjeta' rikorrenti ntavolat nhar il-25 ta' Settembru, 2020 fejn talbet li tisfilza x-xiehda ta' John Frederick Kaster u David Paul Schwartz kif ukoll talbet li l-konvenuti jkunu disposti sabiex isirihom kontro-ezami bil-video conferencing jew bil-mezzi soliti li taddotta din il-Qorti, rat ir-risposta tas-socjeta' intimata ntavolata nhar l-10 ta' Novembru, 2020 u rat id-digriet tal-Qorti tat-12 ta' Novembru, 2021 fejn il-Qorti cahdet it-talba u ddikjarat li f'kas li jkun hemm diffikulta' sabiex isiru l-kontro-



ezamijiet tax-xhieda kollha ndikata fir-rikors irriservat li tisfilza dawk l-affidavits li ma jkunx jista' jsir ilhom kontro-ezami;

Rat ir-rikors tas-socjeta' intimata ntavolat fis-16 ta' Frar, 2021 fejn talbet illi jigi ngunt sabiex jixhed Pieter van Gelder, rat ir-risposta tas-socjeta' rikorrenti intavolata nhar it-12 ta' Mejju, 2021 u dak ivverbalizzat minn Dr Formosa ghar-rikorrenti fil-verbal tat-13 ta' Mejju, 2021 u d-digriet tal-Qorti moghti fit-18 ta' Mejju, 2021 fejn il-Qorti laqghet it-talba ghar-ragunijiet hemm elenkati;

Rat l-ammont konsiderevoli ta' skambju ta' komunikazzjoni bejn l-partijiet bis-sistema ta' skype li kopja taghom gew esebiti fl-atti a fol. 313 et seq tal-process;

Rat illi fil-verbal datat 8 ta' Frar, 2022 il-kawza giet differita ghal-lum ghad-decizjoni bil-fakulta' tal-partijiet li jipprezentaw noti ta' sottomissjonijiet b'termini mposti fuqhom;

Rat in-noti ta' sottomissjonijiet tal-partijiet esebiti fl-atti u l-Qorti hadet kont tal-fatt li n-nota ta' sottomissjonijiet tas-socjeta' rikorrenti giet intavolata tardivament;

Rat li permezz ta' digriet datat 19 ta' Settembru, 2022 l-Qorti ordnat li l-atti jirrivertu ghal-lingwa Maltija;

Rat l-atti kollha tal-kawza.

### **Ikkunsidrat;**

Illi s-socjeta' rikorrenti Bolwerk Limited C52077 tippremetti li hija kkummissjonat lis-socjeta' intimata Mitov Software LLC, kumpanija Kalifornjana sabiex din tal-ahhar fi zmien xahrejn

tippovdi ghal skop ta' dimostrazzjoni software ghal prototype gaming table u fi zmien sitt (6) xhur tippovdi sistema ta' gaming 'fully functional' li tissodisfa r-rekwiziti kollha tal-Lotteries and Gaming Authority of Malta sabiex is-socjeta' rikorrenti tkun tista' tikseb licenza tal-gaming. Dan kollu sar bi ftehim bejn il-partijiet datat 5 ta' Dicembru, 2013 (ara fol. 11 et seq). Is-socjeta' rikorrenti ssostni li s-socjeta' intimata naqset milli twettaq dak miftiehem ghas-sodisfazzjoni tas-socjeta' rikorrenti. Tispjega li kellu jsir ftehim gdid datat 19 ta' Lulju, 2014 (ara fol. 16 et seq) fejn is-socjeta' intimata Mitov Software LLC mill-gdid intrabtet li tippovdi lis-socjeta' rikorrenti software ghal prototype gaming table li kellu jintuza ghall-finijiet ta' dimostrazzjoni sa mhux aktar tard mill-1 ta' Awwissu, 2014 u ntrabtet ukoll illi tippovdi sistema ta' gaming 'fully functional' li tissodisfa r-rekwiziti kollha tal-LGA sa mhux aktar tard mill-1 ta' Dicembru, 2014. Ir-rikorrenti ssostni li s-socjeta' intimata naqset milli twettaq l-obbligi taghha skont dawn il-kuntratti bil-konsegwenza li s-socjeta' rikorrenti soffriet danni attwali. Ir-rikorrenti ghalhekk talbet li l-Qorti tiddikjara li s-socjeta' intimata ma wettqitx l-obbligi kuntrattwali taghha sabiex tippovdi s-servizzi kif obligat ruhha li taghmel skont il-ftehim. Talbet ukoll li tiddikjara li s-socjeta' intimata rceviet pagamenti akkont ghas-servizzi li kellha tippovdi u ghalhekk qieghda zzomm dawn il-flus b' mod illegali. Bhala t-tielet talba s-socjeta' rikorrenti talbet illi l-Qorti tiddikjara li l-kumpanija rikorrenti soffriet danni minhabba l-mala fede li biha s-socjeta' intimata agixxiet li rrizultat fin-nuqqas ta' twettiq tal-obbligi kuntrattwali taghha. Talbet ukoll li jigu likwidati d-danni wara li jigi mahtur espert tal-Qorti jekk jidhrilha opportun u tordna li s-socjeta' intimata tirrifondi l-flus kollha li hija rceviet minghand is-socjeta' rikorrenti flimkien mal-imghaxijiet. Finalment talbet li tordna lis-socjeta' intimata thallas id-danni likwidati lis-socjeta' rikorrenti.

Illi l-intimati fir-risposta guramentata ntavolata nhar 1-10 ta' Novembru, 2016 preliminarjament eccepew illi l-azzjoni odjerna ma kellix tigi ntavolata kontra Boian u Melody konjugi Mitov bhala rapprezentanti legali ta' Mitov Software LLC gialadarba s-socjeta' ghandha personalita' legali separata minn dik tar-rapprezentanti taghha u ghaldaqstant is-socjeta' stess hija l-legittimu kontraddittur u mhux ir-rapprezentanti legali taghha. Tkompli teccepixxi li s-socjeta' Mitov Software LLC permezz ta' ftehim datat 19 ta' Lulju, 2014 f'wahda mill-obbligazzjonijiet tal-kuntratt obligat ruhha li tipprovdi lis-socjeta' rikorrenti b'sistema ta' gaming funzjonanti sal-1 ta' Dicembru, 2014. Issostni li a kuntrarju ta' dak li qieghed jinghad mis-socjeta' rikorrenti, is-socjeta' intimata kienet osservat l-obbligi kollha taghha ai termini tal-imsemmi ftehim iffirmit bejn il-partijiet gialadarba s-sistema ta' gaming kienet effettivament giet provduta saz-zmien stipulat. Tispjega li wara li kienet provdied dan l-prototype ta' sistema ta' gaming kienet is-socjeta' rikorrenti li komplet tbiddel diversi komponenti mis-sistema minkejja li l-obbligi taghha ai termini tal-kuntratt kienu gew sodisfatti. Tinsisti li minkejja li hija kienet staqsiet diversi drabi lis-socjeta' rikorrenti sabiex tittestja s-sistema ta' software provduta minnha, is-socjeta' rikorrenti naqset milli taghmel dan. Eccepjet in oltre li minkejja li hija staqsiet lis-socjeta' intimata sabiex tipprovdi kopja tar-regolamenti tal-Lotteries and Gaming Authority of Malta (LGA) is-socjeta' rikorrenti naqset milli taghmel dan u ghalhekk hija ma setghetx tkun a konoxxenza tar-rekwiziti kollha mistennija mill-Awtorita'. Sostniet ghaldaqstant li hija wettqet l-obbligi taghha skond il-parametri tal-ftehim u l-hlasijiet li saru lilha kienu kollha dovuti ghax-xoghol maghmul minnha u ghal hin twil li gie ddedikat lejn s-socjeta' rikorrenti u l-progett. Finalment eccepjet illi gialadarba hija wettqet l-obbligi kuntrattwali u oltre m'ghandiex tinzamm

responsabbli ghad-danni illi s-socjeta' rikorrenti setghet garrbet ghan-nuqqasijiet taghha stess.

### **Ikkunsidrat ulterjorment;**

#### **Eccezzjoni preliminari:**

Illi s-socjeta' intimata Mitov Software LLC preliminarjament eccepjet illi l-azzjoni odjerna ma kelliex tigi ntavolata kontra Boian u Melody konjugi Mitov bhala rapprezentanti legali ta' Mitov Software LLC izda kontra s-socjeta' stess gialadarba s-socjeta' Mitov Software LLC hija kumpanija registrata skont il-Ligi Kalifornjana u ghandha personalita' legali separata minn dik tar-rapprezentanti taghha u ghaldaqstant is-socjeta' hija l-legittimu kontraddittur u mhux ir-rapprezentanti taghha. Segwa li fin-nota ta' sottomissjonijiet taghha s-socjeta' ntimata ssostni li l-Qorti ghandha tiddikjara li Boian u Melody konjugi Mitov mhumieq il-legittimi kontradditturi u ghalhekk ghandha tilliberahom mill-osservanza tal-gudizzju.

Illi minn qari tal-premessi fir-rikors guramentat m'hemmx dubju li l-kawza hija ndirizzata lejn u unikament is-socjeta' Mitov Software LLC. Minn referenza wkoll lejn iz-zewg skritturi bejn il-partijiet jirrizulta li l-partijiet huma s-socjeta rikorrenti u s-socjeta' Mitov Software LLC (ara skritturi a fol. 11 et seq tal-process). Fil-ftehim tad-19 ta' Lulju, 2014 il-partijiet iggarantew illi *'they are duly organized and validly existing corporations and have full authority to enter into this Agreement and to carry out the provisions hereof.'*<sup>1</sup>.

Illi l-ligi Maltija tiddisponi li kumpanija ghandha personalita' guridika distinta u separata minn dik tal-membri taghha u tali

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<sup>1</sup> Ara punt numru wiehed fis-sezzjoni 4.1 tal-kuntratt tad-19 ta' Lulju, 14 a fol. 17 tal-process.

personalita' guridika tibqa' ssehh sakemm isem is-socjeta' kummercjali ma jigix imhassar minn fuq ir-registru<sup>2</sup>. Skont dak dispost fin-nota ta' sottomissjonijiet tas-socjeta' intimata jirrizulta li l-istess principju huwa prezenti wkoll fil-ligi tal-Istat ta' California<sup>3</sup>. Minn qari tal-okkju huwa car li Boian u Melody konjugi Mitov gew imharrka bhala rapprezentanti legali tas-socjeta' Mitov Software LLC u mhux fil-kapacita' personali taghhom. Mill-banda l-ohra Boian u Melody konjugi Mitov ma jichdux li huma r-rapprezentanti legali tas-socjeta' Mitov Software LLC u lanqas jeccepixxu dan, pero' jsostnu li la darba s-socjeta' intimata ghandha personalita' guridika distinta u separata l-kawza kellha tigi istitwita fil-konfront taghha. Il-Qorti rat li fil-kontro-ezami tieghu ix-xhud rapprezentant tas-socjeta' rikorrenti Jan Willem Van Gelder (fol. 484 et seq) jipprova jiggustifika l-prezenza tal-konjugi Mitov fil-proceduri ghaliex isostni li jista' jkun li l-allegata mala fede giet da parti taghhom personali fl-irwol taghhom ta' diretturi. Il-Qorti rat izda li kjarament ir-rikors guramentat ma jharrikkx lill-konjugi Mitov fil-vesti personali taghhom izda bhala rapprezentanti tal-kumpanija ntimata. Il-Qorti ghalhekk tqis li sabiex l-atti jirriflettu verament dak li huwa car fir-rikors guramentat, filwaqt li tqis li minn qari tar-rikors guramentat johrog car li l-intenzjoni kienet li titharrek is-socjeta' ntimata Mitov Software LLC u ghalhekk il-kawza ghandha tibqa' fis-sehh fil-konfront tal-kumpanija ntimata, huwa wkoll car li ma tirrizultax l-intenzjoni li jitharrku l-konjugi Mitov personalment. Il-Qorti ghalhekk ser tilqa' l-ewwel eccezzjoni tal-intimati u filwaqt li tiddikjara li s-socjeta' Mitov Software LLC hija l-legittimu kontradittur fil-vesti ta' ntimat f'dawn il-proceduri, l-konjugi Mitov personalment m'humieq il-legittimi kontraditturi u ser jigu liberati mill-osservanza tal-gudizzju.

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<sup>2</sup> Ara Artikolu 4(4) tal-Att dwar il-Kumpaniji Kap. 386 tal-Ligijiet ta' Malta.

<sup>3</sup> Provision 17701.04(a) tar-'Revised Uniform Limited Liability Company Act of the State of California'.

## Provi:

### **Provi mressqa mis-socjeta' rikorrenti Bolwerk Limited:**

Primarjament fl-atti gew ipprezentati kopji tal-ftehim bejn il-partijiet datati 5 ta' Dicembru, 2013 (a fol. 11 et seq) liema ftehim johrog mill-atti u wkoll minn qari tat-tieni kuntratt (klawsola 7.1) li gie sostitwit b'dak tad-19 ta' Lulju, 2014 (a fol. 16 et seq u wkoll il-kopja a fol. 218 et seq tal-process). Il-kuntratt tad-19 ta' Lulju, 2014 ghal dak li huwa li kellu jigi provdut jaqra kif isegwi:

#### **'1. SERVICES**

##### **1.1 Prototype**

On 1 August 2014 MITOV SOFTWARE LLC will provide BOLWERK LIMITED with software for the prototype gaming table to be used for demonstration purposes.

##### **1.2 Gaming System**

On 1 December 2014 MITOV SOFTWARE LLC will provide BOLWERK LIMITED with a fully functional gaming system that will meet the requirements of the LGA.'.

Fl-istess kuntratt fil-punt bin-numru 2.1.7 giet redatta klawsola li tidhol fis-sehh fl-eventwalita' li t-termini u cioe' d-dati suesposti ma jintlahqux. Din il-klawsola ma stabiliex penali pero' tistipula li s-socjeta' intimata Mitov Software LLC timpenja ruhha li taghti prijorita' u li tibqa' tahdem sa x'hin s-servizz jigi moghti:

- ‘ 2.7. In case the services as described under 1.1 and 1.2 are not rendered by the specified deadlines MITOV SOFTWARE LLC will commit by priority and for own account to continue work until these services are rendered.’

Il-klawzola 6.1 tal-ftehim ukoll taghti certa laxkezza ghad-dati miftehema aktar il-fuq kif isegwi:

### **‘6.1Term**

This Agreement shall commence on the Effective Date and continue until the services under 1.1 and 1.2 have been rendered by MITOV SOFTWARE LLC to BOLWERK LIMITED.’

Il-Qorti rat li a fol. 21 et seq tal-process gew esebiti estratti mill-istatement of account mal-Bank of Valletta p.l.c. tal-ammonti ta’ flus li gew mghoddija lis-socjeta’ intimata bhala hlas li maghduda flimkien jammontaw ghas-somma ta’ €107,024.08 (eskluzi xi ‘charges’ tal-banek). Gie wkoll esebit print screen mill-internet banking fejn jirrizulta li thallas fil-31 ta’ Awwissu, 2015 l-ammont ta’ €6,004.00 lis-socjeta’ TSA Group Delft BV ta’ software review (fol. 30 tal-process). Mill-atti jirrizulta li dan il-grupp gia ngaggat mis-socjeta’ rikorrenti sabiex jirrelata ex parte dwar is-‘software’ provdut mis-socjeta’ ntinata.

Is-socjeta’ rikorrenti pproduciet bhala xhud lil **Jan Willem van Gelder** li xehed bil-procedura tal-affidavit a fol. 11 et seq tal-process fejn qabel xejn ikkonferma mill-gdid bil-gurament dak iddikjarat fir-rikors guramentat. Ix-xhud jaghti skeda kronologika, skond hu, dwar dak li sehhe bejn il-partijiet. Jlenka wkoll fost

affarijiet ohra l-problemi allegatament ezistenti fis-‘software’ provdut mis-socjeta’ intimata bi spjega ta’ kull wahda minnhom b’dawn ikunu:

1. ‘The gaming system software is not secure. ...
2. The gaming system software is not stable. ...
3. The gaming system software is not scalable. ...
4. The custom software is not properly documented.’.

Ix-xhud jispjega li mhux vijabbli jitkompla l-izvilupp tas-‘software’ minn Bolwerk Limited fuq is-sistema zviluppata minn Mitov Software Limited billi dan ghandu bzonn ta’ aktar hin u aktar flus milli kieku jinbeda zvilupp ta’ ‘software’ mill-gdid b’dan li s-‘source code’ gie bla valur. Isostni li n-nuqqas tas-socjeta’ intimata jammonta fi frodi u jghid li s-socjeta’ intimata Mitov Software Limited agixxiet in malafede u ghalhekk is-sidien taghha Boian u Melody konjugi Mitov ghandhom jinzammu personalment responsabbli. Jispjega li dan kollu sarraf f’danni a detriment tas-socjeta’ rikorrenti. Jixhed illi:

‘Continuation of development by Bolwerk Ltd based on the custom software development by Mitov Software LLC is not viable. To continue development would require more time and more money than starting the development anew, effectively rendering the source code worthless.

Mitov Software LLC’s failure to deliver constitutes fraud. As a result Bolwerk Ltd has suffered considerable damages in excess of an amount of €107,292.08. This amount represents all the money given to defendant company together with expenses incurred to certify that the software which we ended up with was basically worthless. This information



was obviously imperitave and detrimental before any decision for the plaintiff company to institute proceedings against defendant company.

Mitov Software LLC has acted in bad faith and thus its owners, Boian Mitov and Melody Mitov, are personally liable for any and all damages caused to Bolwerk Ltd.

The commitment made by Mitov Software LLC with Bolwerk obviously caused Bolwerk to project a time frame within which it could plausible consider using the software profitably. The fact that Mitov Software LLC fell short of its contractual obligations, left Bolwerk with no product to exploit for its commercial interest which it projected at around €50,000/month, revenue wise, this amount being a conservative figure.

It is not easy to substitute the software development company. It takes time to review companies, set up meetings and ensure that the company is trustworthy, especially after the experience with the defendant company.'

Flimkien mal-affidavit tieghu, x-xhud esebixxa ammont konsiderevoli ta' dokumenti (gewwa lever arch file ta' kulur blu - fol 69 B) fosthom:

1. dokument intitolat 'conclusions supported by evidence enclosed';
2. diversa korrisondenza bejn il-partijiet tramite l-email inkluz ma' Pieter van Gelder fejn dan ghadda diversi dokumenti lill-Boian Mitov relatati mas-sistema tas-'software';

3. kopja tal-‘mutual nondisclosure agreement’ iffirmit bejn il-partijiet;
4. lista twila bir-regoli tal-loghba liema dokument huwa nfatti ntitolat ‘game rules’;
5. dokument ntitolat ‘prototype project’ mahrug minn Bolwerk Ltd;
6. dokument intitolat ‘Bolwerk Limited Client Software Documentation’;
7. dokument intitolat ‘Bolwerk Limited Gaming Software Documentation’;
8. dokument intitolat ‘poker terminology’ u dokument iehor relatat mal-screen;
9. diversi dokumenti relatati mas-software intitolati ‘general settings for all screens’ u ‘general settings for all forms’ u ‘log in’;
10. dokument intitolat ‘layout changes (prototype)’;
11. dokument intitolat ‘Compliance audit manual – Lotteries and Gaming Malta’;
12. diversi listi b’deskrizzjoni ta’ testijiet u deskrizzjoni tal-bugs;
13. kopja tar-rapport ta’ TSA Group Delft bv;

14. kopja ta' ittra legali, ta' logs, ta' 'invoices' u 'statements' tal-bank.

Mill-atti jirrizulta li s-socjeta' rikorrenti Bolwerk Limited ikkummissjonat lill-kumpanija TSA Group Delft BV sabiex taghmel 'software review' ex-parte ta' 'software' li s-socjeta' intimata allegatament ghaddiet lis-socjeta' rikorrenti. Ir-rapport gie esebit fl-atti a fol. 103 et seq tal-process u jgib id-data tal-21 ta' Awwissu, 2015. Minn harsa lejn dan ir-rapport jirrizulta li s-socjeta' TSA Group Delft BV ghamlet diversi punti u rakkomandazzjonijiet u bhala konkluzjoni waslet ghas-segwent:

#### *'8. Final conclusion*

The Gaming Platform has severe fundamental shortcomings at all levels which may not be reparable without major redesign. This severely lowers the value since the current system cannot be used for production purposes and should be considered in "development-stage" with serious pending issues. The (re-) usability of the source code of the Gaming Platform is considered to be quite low. The performance of the Game Server and the Game Client is very poor, therefore also the scalability of the system can be considered to be very poor as well.'

Jirrizulta li dan ir-rapport gie redatt minn **Gabor Bos**, **Leon Kerkstra** u **Michael Schout**. Il-Qorti rat li permezz ta' rikors ntavolat fil-11 ta' Ottubru, 2017 is-socjeta' rikorrenti talbet li l-imsemmija Gabor Bos, Leon Kerkstra u Michael Schout iwiegbu ghad-domandi elenkati fl-istess rikors u dan bil-procedura ai termini tar-Regolament tal-Kunsill (EC) No 1306/2001 li titratta dwar kooperazzjoni bejn il-Qrati ta' l-Istati Membri fil-

kumpilazzjoni ta' xhieda f' materja civili jew kummercjali. Ix-xhieda taw id-deposizzjoni taghhom nhar it-12 ta' Lulju, 2018 quddiem il-Qorti 'Rechtbank Den Haag' gewwa l-Olanda (ara deposizzjoni a fol. 120 et seq tal-process) u billi d-deposizzjoni kienet bil-lingwa Olandiza saret traduzzjoni taghha minn Dr Daphne Sims Dodebier ai termini tad-digriet tal-Qorti tal-11 ta' Ottubru, 2018 (ara traduzzjoni a fol. 135 et seq tal-process). It-tlett xhieda kkonfermaw bil-gurament taghhom ir-rapport limitatament izda ghal dik il-parti fejn kienu sostnew li kienu nvoluti u li kienet taht il-kontroll taghhom. Il-Qorti tirrileva izda li dawn ix-xhieda ma indikawx b' mod specifiku liema parti mir-rapport kienet giet redatta minn min. Il-Qorti rat li x-xhud Leonard Alexander Kerkstra indict li sabiex sari r-rapport huma ghamlu review fuq dak li gie mghoddi lilhom minn Bolwerk Limited cioe' s-socjeta' rikorrenti:

' - In terms of the current status of the developed source code one needs to understand what was delivered to us by Bolwerk as the instructing party. We assessed what was delivered, I cannot tell you whether that is the current status of the developed software.'

Il-Qorti rat ukoll li s-socjeta' rikorrenti esebiet nota spjegattiva ta' kif allegatament sehew l-affarijiet kronologikament a fol. 79 et seq tal-process. Flimkien ma' din in-nota gie pprezentat ukoll sommarju tal-komunikazzjonijiet li ghaddew bejn Bolwerk Limited u Mitov Software LLC. Il-Qorti tinnota li din in-nota ma gietx guramentata.

**Provi mressqa mis-socjeta' intimata Mitov Software LLC:**

Is-socjeta' intimata Mitov Software LLC bdiet billi esebiet ghadd ta' korrisondenza konsistenti f'emails li gew skambjati bejn il-partijiet a fol. 158 et seq tal-process. Minn dak li rat il-Qorti l-aktar ta' rilevanza huma s-segwenti:

1. Email datata 2 ta' Ottubru, 2014 mibghuta minn Boian Mitov lil diversi fosthom lil Pieter van Gelder a fol. 168 et seq fejn permezz taghha nfurmahom fost affarijiet ohra dwar il-fatt li kull darba li qed jizdied karatteristika gdida lill-prodott hemm riskji li jizviluppaw diversi 'bugs' ma' kull introduzzjoni gdida fis-'software'. Jispjega li sabiex jigu identifikati l-'bugs' kull darba jrid isir ammont konsiderevoli ta' 'testing':

'... It appears that there is lack of basic understanding of development process (software or any other product) in the management.

Here I will bring to your attention the basics of the dangers in the process.

1. Every time a new feature is added to any product (car, refrigerator, house, and software), some bugs will be unintentionally introduced.
2. Every time a bug is fixed some other hidden, not noticed bug may appear or occasionally new different one may be introduced as result of the changes.
3. Software bugs are discovered after careful and lengthy repeated testing.

Every time any change (even the smallest) is made to a software, all the software has to be fully tested to make sure no new hidden bugs have appeared, and no new bug has been introduced.

The process must be repeated until there are Zero bugs!

In recent days a large amount of feature requests (not bugs) have been added. Adding each one has already introduced a number of bugs.

Not enough testing has been done, and I suspect more bugs are there and not discovered yet. I myself have already discovered and fixed 2 such bugs not submitted by you, which indicates that there has been practically no testing on your side.

Since estimate can be given only for time for adding the new feature, and not for the time fixing bugs introduced by it (as they can be unknown number), the actual time added to the project development as ripple effect of the feature usually is much longer.

Adding new features before a major demo is extremely dangerous game that SHOULD NEVER be done if there is any choice not to add the feature.'

2. Email datata 11 ta' Ottubru, 2014 mibghuta minn Boian Mitov lil diversi fosthom lil Pieter van Gelder u William van Gelder a fol. 170 et seq fejn permezz taghha fost affarijiet ohra infurmahom li huwa kien ghadda prototip funzjonanti zmien twil ilu u fil-hin irrispettivament mill-fatt li ma kienux ghamlu uzu mill-'hardware' inizjalment specifikat. Jinsisti li gjaladarba huwa ghadda prototip kif definit mill-industrija, huwa jqis li ghamel l-'commitment' tieghu mija fil-mija.

3. Email datata 11 ta' Ottubru, 2014 mibghuta minn Boian Mitov lil diversi fosthom lill-Pieter van Gelder u William van Gelder a fol. 172 tal-process fejn zied mal-email precedenti li ghal dawn l-ahhar tlett (3) xhur dan il-progett kien l-ewwel prijorita` tieghu avolja kellu 38+C deni u bil-kemm seta' jiehu nifs. Jispjega li huwa mexxa l-appuntamenti, ma wegibx wisq emails sabiex ikompli l-progett.

4. Linja ta' emails li jibdew mis-6 ta' Gunju, 2015 a fol. 173 et seq tal-process inizjalment mibghuta minn Pieter van Gelder fejn talab lill-Boian Mitov sabiex jaghmel xi emendi u jzid xi affarijiet fil-'prototype software'. F'email ohra tas-7 ta' Gunju, 2015 l-istess Pieter van Gelder rega' spjega x'tibdil hemm bzonn isir din id-darba billi jaghti spjegazzjoni billi jindika l-process pass pass. F'email tat-8 ta' Gunju, 2015 Boian Mitov irrisponda li dan imur oltre l-iskop tal-kuntratt taghhom. Jghid illi:

'Account management functionality, does not belong to the game client. In all gaming systems that I have seen it is implemented in the web site. Whatever I have implemented at the moment is a free work that I have voluntarily added, free of charge. According to my lawyer, this work is well outside the scope of of any of the contracts that we have. Please implement the account functionality properly in a secure web site as everyone in the world does. We consider this yet another example of gross violation of the contract. We are tired of you cheating and expanding the scope of the project way outside of the contractual obligations. If this attempts continue, we will be forced to take legal actions.'

5. Linja ta' emails bejn Boian Mitov u William van Gelder a fol. 176 et seq tal-process bl-ewwel email tkun mibghuta minn William

van Gelder fejn informa lill-Boian u Melody konjugi Mitov li skont hu huma kisru l-obbligi kuntrattwali taht il-klawsola 1.2 tal-ftehim tad-19 ta' Lulju, 2014 ghalhekk tahom zmien 30 gurnata sabiex jirregolaw l-inadempjenza, fin-nuqqas il-ftehim jispicca. Infurmah li fil-kaz li l-ftehim jigi terminat Bolwerk Ltd tmexxi legalment. Boian Mitov rrisponda b'email datata 22 ta' Gunju, 2015 fejn permezz taghha qieghed jinfurmah illi s-socjeta' intimata Mitov Software ikkonkludiet l-obbligi kuntrattwali f'Dicembru, 2014 minkejja li r-rikorrenti ghamlet tibdil li huwa divers minn kif kien originarjament miftiehem fil-kuntratt. Boian Mitov ghadha invoice lill-William van Gelder u ntimah sabiex fi zmien 30 gurnata jaghmel il-hlas. Infurmah li fin-nuqqas ta' hlas fi zmien indikat taht il-ligi internazzjonali tal-proprjeta' intelletwali Mitov Software izzomm l-ownership fuq is-sistema ta' 'gaming' u Bolwerk Limited hija projbita milli taghmel uzu tas-'software'.

6. Linja ta' emails bejn William van Gelder u Boian Mitov b'email inizjali tkun mibghuta minn William van Gelder datata 23 ta' Gunju, 2015 a fol. 180 et seq tal-process fejn permezz taghha nfurmah bil-proceduri li Bolwerk Limited sejra tiehu, kif ukoll nfurmah li s-'software' kien sejjer jigi vverifikat mill-MGA pero' bhal ma gja jaf, fl-istat li hu qatt ma ser jikwalifika ghal licenzja tal-'gaming'. Infurmah li l-ispejjez ser ikunu a karigu taghhom u li s-'software' ser jigi revizjonat minn kumpanija professjonali minn Delphi li ser tivvaluta l-valur u l-livell ta' funzjonalita' tas-'software'. B'risposta Boian Mitov bghat email datata 24 ta' Gunju, 2015 fejn infurmah li Mitov Software LLC kienet gja kellmet avukat u qieghda timxi fuq il-parir tal-istess. Infurmah li Mitov Software LLC kienet u ghadha tahdem fuq il-progett pero' nghatat parir sabiex tieqaf milli tghaddi s-'software' lil Bolwerk Limited sakemm id-disputa hija rizolta:



'Mitov Software LLC already had been in contact with legal counsel, and Mitov Software LLC has been acting based on Mitov Software LLC's legal counsel's advice. Mitov Software LLC has been, and keeps working on the project, however Mitov Software LLC was advised by the legal counsel to stop any software delivery to Bolwerk LTD until the dispute is settled, following the standard legal practice during dispute.'

Is-socjeta' intimata produciet bhala xhud lil **Boian Mitov** li xehed permezz ta' affidavit a fol. 187 et seq tal-process. Ix-xhud jibda billi jispjega li ghandu l' fuq minn tletin (30) sena ta' esperjenza fuq zvilupp ta' 'software' fejn hadem ma diversi kumpaniji tul dawn l-ahhar snin. Jispjega li fis-sena 2013 ghalkemm l-maggorparti tax-xoghol kien isir minnu huwa beda jaghmel uzu minn numru ta' sub-contractors u magghom kien jiffirma 'Non-disclosure agreement (NDA)' u dan il-ftehim kien jaghmlu wkoll mal-klijenti tieghu. Jghid li f'Settembru, 2013 kien gie ikkuntatjat minn rapprezentanti ta' Bolwerk Limited fejn kienu wrew ix-xewqa li jiddiskutu mieghu dwar pjattaforma tal-'gaming'. Jghid li l-ahwa van Gelder talbu lis-socjeta' Mitov Software LLC jekk kinitx lesta li tizviluppa s-sistema kollha ta' 'gaming' ghalihom u jghid li huwa kien irrisponda li ma kienx interessat li jizviluppa s-'software' komplet pero 'Card Recognition functionality' kien lest li jaghmlu:

'During the call William van Gelder informed me that they had been experimenting with the image recognition functionality of Mitov Software's Video Processing, Computer Vision, and Artificial Intelligence products, trying to perform Poker Card recognition for a gaming system that they were trying to develop, and asked if Mitov Software

would be willing to develop the entire gaming system for them.

I replied that Mitov Software was not interested in developing complete gaming system functionality, since this type of development was out of the scope of the Mitov Software's expertise, but Mitov Software was willing to develop the Card Recognition functionality based on the existing Mitov Software products for such a gaming system under contract.'

Illi tul l-affidavit tieghu Boian Mitov jaghti spjegazzjoni dettaljata tal-process kollu ghal izvilupp tas-'software', kif ukoll dak li gie miftiehem bejn il-partijiet. Jispjega li meta Bolwerk Limited ghaddiet lis-socjeta' Mitov Software LLC l-'engine' ghal 'gaming' madwar Frar/Marzu 2014, deher car li din l-'engine' kienet mhux kompluta u zviluppata b'tali mod li ma setghetx tintuza fil-prattika f'sistema ta' 'gaming'. Gialadarba Bolwerk Limited ma kinitx kapaci tizviluppa 'engine', Mitov Software giet imgiela tiehu dan il-kompitu wkoll. Jghid li dan kollu sarraf fil-fatt li kellu jnehhi sub-contractor minn fuq progett iehor u jaghmlu fuq dan il-progett u li kellu jhallsu \$80 fis-siegha. Jghid:

'Facing the fact that the present gaming engine was not suitable for the gaming system, and that Bolwerk Limited was unable to develop suitable engine, Mitov Software was forced to undertake the development of the Gaming Engine as well. Since at this point I was already dedicating all of my time on the gaming system spending an average of fourteen to sixteen hours of work, I was forced to pull one of the Mitov Software's subcontracted developers Mr. John Kaster from other projects, and paid him a rate of \$80 per hour, a

rate considerably higher than the reduced rate originally offered to Bolwerk Limited for the development, to develop the gaming engine, further increasing the already heavy financial burden on Mitov Software.

...

In total John Kaster was paid \$28360 for his work on the gaming system'.

Ikompli jixhed li meta ziedu l-camera numru tnax (12) mas-sistema waqt l-ittestjar tal-'gaming system' William van Gelder ma kienx kuntent bil-kwalita' tal-immagni u nsista li din il-camera tinbidel ghal ohra ta' kwalita' diversa irrISPettivament mill-fatt li Bolwerk Limited kienet gja ttestjat u approvat is-sistema kurrenti ta' cameras. Ikompli jghid li fil-7 ta' Lulju, 2014 Bolwerk Limited ipproponiet li tixtri lura 2% tas-shares imwieghda ghal €30,000, u in addizzjonali €25,000 ghat-total ta' €55,000. Jghid li billi huwa kien konvint li la darba il-'gaming system' ssir operativa ser taghmel success u jkollha ritorn lura tajjeb huwa accetta li jircievi ammont izghar pero' jzomm is-shares. Jghid li minhabba li huwa kien impenjat fil-kostruzzjoni tas-'software' kellu jerga jqabbad sub-contractor iehor certu David Schwartz billi jpoggih fuq dan il-progett u jhallsu \$50 fis-siegha, rata ghola minn dik li kien gie offrut lilu originarjament. Schwartz inghata x-xoghol li jizviluppa l-funzjonalita' tal-camera l-gdida. Ikompli jghid li:

'Once David Schwrtz finished the development, I integrated the newly developed camera functionality in the gaming system and added real time video streaming for the camera.

At this point around August 2014 the gaming system was ready for demonstration purposes.

...

At this point regardless of all the changes to the hardware and constant modifications to satisfy Bolwerk Limited's requirements, Mitov Software was able to meet its contractual obligations to deliver ready to demonstrate system by August 1<sup>st</sup> 2014.

With the prototype ready and working well on a single table, recognizing cards for less than 1 second per card, and performing video broadcasting from all twelve cameras, Mitov Software focused on expanding the system to support ten tables, add the database, games lobby, basic user account management, test and prepare the gaming system for submission to the Malta Gaming Authority.'.

Jispjega li Mitov Software LLC kienet issuggeriet li ghandu jintuza MySQL database ghal 'gaming system' u offriet li tkun is-socjeta' Bolwerk Limited li tizviluppah, pero' Bolwerk insistiet li tipprovdi d-database hi bbazata fuq Microsoft SQL. Jispjega li meta din id-database kienet lesta zviluppata minn Bolwerk Ltd madwar ix-xahar ta' Novembru, irrizulta li din id-database kienet kumplessa zzejjed, b'numru kbir ta' 'bugs' u minghajr ebda kriptagg tas-sigurta' anke ghall-'passwords'. Jispjega li Bolwerk Ltd kellha problemi kbar biex tipprepara mejda wahda u l-affarijiet ancillari fosthom tissettja l-'cameras' etc u kien ghalhekk li gie maqbul li l-ewwel sistema ta' 'gaming' tkun fuq mejda wahda. Jispjega li huwa kien issuggerixxa lil Bolwerk Ltd sabiex jixtru taghmir affordabli madanakollu minkejja l-parir huma xorta saqsew lil Nuno Fernandes sabiex jipprovdihom b''hardware' gholi u b'sahhtu. Jispjega li Nuno Fernandes kien gie kkummissjonat sabiex jahdem fuq in-'network architecture', madanakollu billi Bolwerk Limited ma kinitx abbli li tghaddi dettalji kif is-sistema

tal-‘gaming’ kienet strutturata, fl-ahhar irrizulta li l-arkitettura tan-network ma kinitx adegwata ghal mas-sistema tal-‘gaming’. Jghid li huwa kien offra alternattiva u kienet giet accettata billi kienet approprjata ghas-sistema ta’ ‘gaming’. Jghid li gjaladarba s-servizzi ta’ Nuno Fernandes ma kienx ghadu bzonnjuz William van Gelder kien wera n-nuqqas ta’ sodisfazzjoni bix-xoghol u kien irrifjuta li jhallas. Jghid li dan l-atteggament u iehor simili kien qajjem thassib li dan kien mod uzat minn Bolwerk Limited.

Isostni li biex kien possibli ghal Mitov Software LLC sabiex tghaddi s-‘software’ mill-Malta Gaming Authority hekk kif stipulat fil-kuntratt is-socjeta’ ntimata kellha bzonn ta’ kopja tar-rekwiziti. Izid li madanakollu wara diversi tentattivi sal-1 ta’ Dicembru, 2014 dawn ir-rekwiziti kienu ghadhom ma nghatawx lil Mitov Software LLC. Jghid li fl-ahhar gimghatejn ta’ Dicembru 2014 Bolwerk Limited kienet ghaddiet limitament xi informazzjoni dwar rekwiziti tal-MGA. Jghid li ghal hames (5) xhur li jmiss Bolwerk Limited ma ghamlitx is-‘setup’ u kull darba li staqsa meta s-sistema kienet ser tigi ttestjata r-risposta kienet tkun li Bolwerk qieghda tahdem fuq il-‘connection’ u s-‘setup’ tan-‘networking’. Jghid li Bolwerk Limited kienet resqet rekwiziti ohra tal-MGA u talbet li jkun hemm xi addizzjonijiet u tibdil. Jispjega li fl-ahhar ta’ April 2015 Bolwerk kellha mejda wahda lesta u fi ftit gimgha beda t-‘testing’ fejn hafna mill-affarijiet kienu gew risolti u kienu thallew biss ftit bugs. Jghid illi:

‘While Mitov Software was working to fix the last few remaining bugs, Bolwerk Limited suddenly requested Mitov Software to add to the Gaming system the ability for the users to create player accounts, send financial verification documents, and to handle some of the financial transactions between Bolwerk Limited and its customers.

I considered this functionality to be outside of the scope of the contract as agreed. Bolwerk Limited insisted that this functionality was to be added. I disagreed, stating that this functionality was, in my opinion, clearly outside of the scope of what a gaming system is expected to do, and this functionality was supposed to be handled by general accounting type of software, and had never discussed prior to this point.'

Jghid li f'dan il-punt Bolwerk Limited bghatet avviz ta' inadempjenza lil Mitov Software LLC billi qalet li Mitov Software naqset milli tilhaq l-obbligi kuntrattwali u pprovdiet sistema ta' 'gaming' li ma kinitx tilhaq ir-rekwiziti tal-Malta Gaming Authority. Jispjega li bhala risposta Mitov Software LLC bghatet avviz li l-hlas kien waqa' b'lura u invoice u fejn infurmawha li l-obbligi kuntrattwali kienu lesti u li ghamlet cert li s-sistema ta' 'gaming' tghaddi r-rekwiziti tal-MGA. Tghid li f'dik il-korrispondenza Mitov Software talbet ukoll sabiex jekk hemm xi rekwiziti ohra li ma ntlahqux mal-MGA, dawn jigu ndikati - haga li ma saritx. Ikkonkluda billi qal:

'In conclusion I believe that Bolwerk Limited intentionally kept adding additional requirements, and changes, and shifted work that Bolwerk Limited has promised to do to Mitov Software, trying to force Mitov Software to miss critical contractual deadlines. When this did not work, Bolwerk Limited withheld critical information, and delayed testing, and finally when nothing else worked made unfounded claims that the developed gaming system did not meet the requirements under the Malta Gaming Authority, and repeatedly refused to provide Mitov Software with

information on what requirements the system failed to meet. I believe that this was done with the intent to avoid paying Mitov Software for its services.

All the additional not agreed upon work done by Mitov Software as result of the Bolwerk Limited's actions has caused significant, and lasting damages to Mitov Software, and my personal health.'

Il-Qorti rat ukoll li xehdet **Melody Mitov** permezz ta' affidavit a fol. 199 et seq tal-process fejn bdiet billi spjegat kif inhi komposta s-socjeta' Mitov Software LLC u kif Boian Mitov qabad fix-xoghol tieghu tul is-snin. Taghti deskrizzjoni ta' kif kienet il-mawra taghhom Malta meta ltaqghu ma' William van Gelder u Pieter van Gelder. Tghid li waqt il-konversazzjonijiet kienet innutat li bejn l-ahwa kien hemm tensjoni ghalkemm ma setghetx tifhem din x'kienet billi f'okkazzjonijiet minnhom l-ahwa van Gelder kienu jittkellmu bil-lingwa Olandiza. Tispjega li sabiex isir l-progett kien hemm bzonn ta' kompjuter b'sahhtu aktar minn dak li Mitov Software kellu u William van Gelder kien qabel li Bolwerk Ltd tixtri dan il-kompjuter. Tispjega kif kienu waslu ghal ftehim li Mitov Software tithallas inqas pero' tinghata 6% shares u tkompli tghid li kienet diskussjoni kif ser jaslu ghal ftehim. Tispjega l-andament tal-progett b'dan il-mod:

'Boian started work on the project immediately, and I observed him working on it every day for the next few months. Since he almost completely stopped work on other projects, and Mitov Software was paying two subcontractors David Schwartz, and John Kaster, as well as a web developer for maintenance and upgrades of the Mitov Software web site, the company started to lose money faster than I

expected. I became increasingly worried about the financial situation. In addition William van Gelder, Pieter van Gelder, Alda Camilleri and Wayde Camilleri were having very long weekly Skype conference calls with Boian during which he was unable to work, and I have observed Boian spending most of the time during the meetings calming down heated exchanges between William, Pieter, Alda and Wayde. I became very unhappy with the time that Boian was spending on the project and on Skype with Bolwerk Limited. The time he was spending was significantly more than what had been negotiated, and expected based on the signed agreement. I asked Boian for more details and he told me that Bolwerk Limited, was having problems with some hardware, and Boian was forced to develop more code for hardware different than the one initially agreed upon.’.

Tispjega li Mitov Software kienet qieghed taffaccja falliment u kien ghalhekk li hija talbet lil zewgha Boian sabiex jitlob aktar hlas minghand Bolwerk Ltd. Tghid li f’Lulju, 2017 Bolwerk Ltd ipproponiet li thallas €25,000 u li tixtri lura 2% tas-shares ghas-somma ta’ €30,000 ghal total ta’ €55,000. Tghid li hija u zewgha ddiskutew il-proposta pero’ billi huma kienu jemmnu li l-progett kien ser ikun success qablu li jircievu ammont izghar pero’ jzommu s-6% share. Tghid li f’Awwissu 2014 Boian marad severament bi Pneumonia madanakollu xorta kellu jahdem peress li William van Gelder beda jcampel u jhedded li ser jaghmel kawza. Tghid li fil-bidu ta’ Dicembru, 2014 Boian infurmha li l-progett kien komplut u lest u li kien imiss li Bolwerk Ltd tittestja l-progett. Tghid li madanakollu Boian xorta baqa’ jahdem fuq dan il-progett b’mod aktar rilassat bil-ghan li jtejjeb il-progett billi s-sistema tkun tista’ tiflah aktar imwejjed tal-loghob u



konsegwentament Bolwerk Ltd ikollha aktar dhul u ghalhekk dan jirrifletti fis-6% share ta' Mitov Software LLC.

Tghid li Bolwerk Limited ghamlet xhur sabiex bdiet il-process ta' ttestjar u Boian Mitov ghamel pressjoni sabiex dan jibda billi process bhal dan normalment jiehu perjodu zghir. Tghid li ghal ahhar ta' April, bidu ta' Mejju 2015 Boian rega' beda jahdem fuq is-sistema billi Bolwerk issettjat il-hardware u bdiet l-ittestjar. Tghid li Boian baqa' jahdem b'mod 'full-time' fuq is-sistema ta' 'gaming'. F'daqqa wahda f'Gunju 2015 Bolwerk Limited bghatat avviz ta' inadempjenza. Tghid li b'risposta Mitov Software LLC bghatet avviz ta' hlas u invoice ghal ammont ta' €10,500 u talba ghat-trasferiment tas-6% share minn Bolwerk Ltd. Tispjega illi:

'In response to the Bolwerk Limited's Notice of Default, Mitov Software sent Notice of Past Due payment and Invoice for €10,500 and request for transfer of the 6% ownership of Bolwerk Limited, and stated that in Mitov Software's opinion, the software project had been completed as required by contract around December 1<sup>st</sup> 2014, and that Bolwerk Limited unless able to prove otherwise, should fulfill its obligations under the contract. Furthermore Boian Mitov and I stated that Bolwerk Limited had failed to provide Mitov Software with the Malta Gaming Authority certification requirements by December 1<sup>st</sup> 2014, that Bolwerk Limited had repeatedly been making changes and adding requests for functionality outside of the scope of the project, and finally Bolwerk Limited had failed for many months after December 1<sup>st</sup> 2014 to do even most basic testing of the delivered software.

Boian and I asked one more time Bolwerk Limited to provide information on what functionality of the software was missing or incorrect, and had failed to meet the requirements as stated by the contract.

...

We did not hear from Bolwerk Limited until July 19<sup>th</sup> 2015 when Mitov Software received e-mail from William van Gelder informing Mitov Software that Mitov Software was in default of its obligations under the agreement. Both Boian Mitov and I were very surprised and disappointed. At this point Boian stopped any work on the project.’.

Tixhed li ghalkemm ma kinitx involuta fix-xoghol tal-progett u m’ghandiex gharfien fil-fond tal-progett, hija rat l-ammont ta’ xoghol u hin li Boian investa fil-progett jahdem sebat ijiem (7) fil-gimgha l-fuq minn tnax-il (12) siegha kuljum. Tghid li ssibha difficli temmen li Boian traskura xi tip ta’ funzjonalita’ tas-‘software’ jew li evita li jzid xi rekwizit tal-MGA li gie provdut minn Bolwerk Ltd. Issostni li Bolwerk Limited irrifjutat li tinforma lil Mitov Software dwar dak li kienet temmen li hemm nieqes jew mhux implementat tajeb fis-sistema. Tghalaq billi tghid illi:

‘While researching online gaming in Malta, Boian Mitov and I also discovered from some web sites, that in order for a gaming company to operate online gaming in Malta, 95% of the company had to be owned by Malta residents. This leads me to suspect that, since Mitov Software is a USA based company, either Bolwerk Limited never intended to fulfill its obligation to provide Mitov Software with 6% ownership, or at some point discovered that Bolwerk Limited was unable

to provide the 6% ownership, and started looking for ways to force Mitov Software to relinquish some of the promised ownership.

Whatever the Bolwerk Limited motives and intentions were, their actions had severely damaged the Mitov Software as a company, my marriage with Boian Mitov, and Boian Mitov's health.'

L-intimat ressqw wkoll bhala prova l-affidavit ta' **John Frederick Kaster** (a fol. 206 et seq tal-process). Ix-xhud jaghti rendikont tas-snin ta' esperjenza li huwa ghandu fil-qasam tas-'software'. Jghid li waqt li kien jahdem ta' Developer Relations Manager ma' Borland kien iltqa' ma Boian Mitov f'diversi okkazonijiet u jiddeskrivi lil Boian Mitov bhala '*...the author of some of the most sophisticated and technically advanced third-party products that support Borland's development tools, particularly Delphi.*'. Ix-xhud jaghti rendikont kronologiku tax-xoghol li huwa ghamel fis-'software' u jiddeskrivih bil-mod segwenti:

'On October 17, 2013, I signed Mitov Software's Non-Disclosure Agreement and worked on some projects on a contractual basis shortly thereafter.

On October 30, 2013 I received the Bolder Requirements Outline document.

My first contracted work was for a non-blocking socket library written in Delphi. Around January 2014 I had the first working prototype for it.

Next, I worked on a state machine prototype for processing card play. This state machine tracked transitions in the game, and was able to recognize which hand was the winner. I also implemented unit testing for game scenarios.

I continued with work on JSON data packet processing for communication with the game while constantly refining the rest of the source code to increase performance and reliability.

My work for Mitov Software ended in April of 2014.'

Ix-xhud jesebixxi 'commit log' tax-xoghol li huwa ghamel fuq il-prodott.

Is-socjeta' intimata resqet ukoll l-affidavit ta' **David Paul Schwartz** li hadem fuq bdil fis-sistema tal-'video streaming components' (ara affidavit a fol. 209 et seq tal-process). Ix-xhud jaghti sfond billi jispjega xi skola attenda u xi kwalifiki ghandu, kif ukoll ix-xoghlijiet li ghamel tul is-snin. Jghid li huwa kien ra avviz fejn kien hemm indikat li hemm bzonn ta' Delphi Developer u kien ghalhekk li applica u nghata xoghol fuq bazi indefinit ma' Mitov Software LLC. Jispjega ezattament fiex kien jikkonsisti x-xoghol tieghu bil-mod segwenti:

'My initial work with Mitov Software involved making some changes to some video streaming components for Delphi. Boian had published several dozen highly-specialized components that fit into his Open Wire Framework, and he said he had a rough plan that he followed to update and expand the collection of components over time. He also said that from time to time, people wanted things done sooner

rather than later, and he'd charge them to bump up the priority of these components in his To-Do list.

In this respect, he said someone had wanted certain improvements made in his video components, so he was looking to hire someone to take on some of that work, I was hired to do that. After completing some of the work on the video drivers, Boian told me about "the bigger picture" of a project he was working on and how these video driver changes were part of some kind of electronic poker game. I'm not particularly interested in poker or gambling in general, but there were some technical aspects of this that piqued my interest, so I agreed when Boian asked if I'd like to work on them.'

Il-Qorti rat li l-intimati permezz ta' nota datata 5 ta' Novembru, 2020 a fol. 216 tal-process esebew ukoll ghadd ta' dokumenti fosthom:

1. kopja ta' abbozz tan-'non-disclosure agreement' a fol. 223 et seq tal-process;
2. kopja tal-outline second agreement fejn Bolwerk Limited ipproponiet li tixtri lura 2% tal-ishma liema ftehim ma giex accettat minn Mitov Software LLC a fol. 226 et seq tal-process;
3. lista ta' oggetti li fl-opinjoni ta' Bolwerk Limited kellhom isiru fil-prototype a fol. 227 et seq tal-process;
4. lista ta' 'bugs' a fol. 229 et seq tal-process li s-socjeta' rikorrenti Bolwerk Limited kienet elenkat f'Mejju 2015 u liema 'bugs' s-socjeta' intimata tghid li gew irrangati fil-gimghat ta' wara;

5. lista ta' specifikkazzjonijiet ta' prototip a fol. 232 et seq tal-process liema proposti kienu gew mibdula minn Bolwerk diversi drabi;

6. email li pero' m'ghandiex id-dettalji ta' dati meta ntbghatet etc li fuqha hemm indikat parti mir-ragunijiet li konsegwenza taghhom il-partijiet waslu ghat-tieni ftehim;

7. dokument li jiddeskrivi l-prototip li kien gie kreat mis-socjeta' rikorrenti Bolwerk Limited qabel ma giet ikkuntatjata Mitov Software LLC minn fejn jirrizulta li Bolwerk Ltd kienet qieghda taghmel uzu ta' prodotti ta' Mitov minn qabel il-kuntratt a fol. 244 et seq tal-process;

8. lista ta' affarijiet li kellhom jigu mplimentati sabiex ikun hemm 'compliance' da parti tal-MGA a fol. 256 tal-process;

9. manwal li jaghti direzzjoni dwar l-MGA Compliance pero' mhuwiex il-lista ufficjali a fol. 257 et seq tal-process.

Is-socjeta' intimata Mitov Software LLC esebiet ukoll ghadd ta' dokumenti ohra konsistenti (i) f'konversazzjoni bil-miktub tramite Skype bejn Boian Mitov u Jan Willen van Gelder a fol. 313 et seq tal-process, (2) konversazzjoni bil-miktub tramite Skype bejn Boian Mitov u Pieter Van Gelder a fol. 345 et seq tal-process u (3) korrispondenza b'email a fol. 482 et seq tal-process. Il-Qorti rat il-konversazzjonijiet li ghaddew bejn Boian Mitov u Jan Willem u Pieter ahwa van Gelder minn fejn setghet tikkonstata li dawn il-konversazzjonijiet huma mifruxa fuq medda ta' zmien (numru ta' xhur twal) u ghajr ghal ftit granet fejn ma kienx hemm konversazzjoni tul din il-medda ta' zmien il-partijiet kienu dejjem jiddiskutu u jitkellmu fuq l-progett. Apparti konversazzjonijiet il-

Qorti setghet tinnota wkoll li kien hemm diversi telefonati bejn il-partijiet ukoll tramite s-sistema ta' Skype. Minn dawn il-konversazzjonijiet il-Qorti setghet tinnota wkoll li dan il-progett kien impenjattiv ferm u ghajr ghal dak li nqala f'Gunju, 2015 meta s-socjeta' rikorrenti f'daqqa wahda baghtet li qed tqis li l-intimata kisret l-obbligi taghha, ma rriskontrat l-ebda parti mill-konversazzjoni bejniethom fejn b'xi mod ir-rapprezentanti tas-socjeta rikorrenti kienu qed jghidu lir-rapprezentant tal-intimata li ma kienx qed isir ix-xoghol kif miftiehem.

Is-socjeta' intimata pproduciat ukoll in konrtro-ezami lil **Jan Willem van Gelder** fis-seduta tad-9 ta' Frar, 2021 a fol. 484 et seq tal-process. Hu jghid li qed izomm responsabbli kemm lis-socjeta' intimata kif ukoll lill-persuni ta' Boian u Melody konjugi Mitov billi skont hu agixxew in mala fede ghalkemm jghid li Melody ffit li xejn kellha x'taqsam mal-progett ta' zvilupp tas-'software'. Meta mistoqsi jekk huh Pieter kellux jipprovdni 'gaming logic' huwa jichad pero' sussegwentement jixhed li huh Pieter:

'...simply help because your client failed in an effort to reach him delivering the software. My brother helped in the gaming logic which your client knew nothing about in the other two (2) people that were subsequently higher....informing us, knew very little about it as well.

...

No it is only an effort exactly what he did and the reason why is to help me to reach the goal cos he didn't meet the first deadline ...'

Ix-xhud jghid li huma naqsu hafna mit-tibdil li kien hemm bzonn fis-‘software’ sabiex jghinu lill-Mitov Software LLC tilhaq l-ghan taghha. Ix-xhud jinsisti li huma ma kienux a konoxxenza li Milov Software LLC kienet qabdet ‘sub-contractors’ ohra sabiex jghinu fix-xoghol. Meta gie mistoqsi jinsistix li l-obbligu tat-ttestjar tas-‘software’ kienx fuq l-izviluppatur f’dan il-kaz Milov Software LLC hu jghid li principalment kien fuq l-izvilupattur. Ix-xhud gie mistoqsi jekk il-konversazzjonijiet li gew esebiti mal-affidavit tieghu humiex il-konversazzjoni b’mod shiha jew inkella estratt jikkonferma li dawn huma estratt skont hu dak li l-aktar kien importanti. Meta mistoqsi dwar ir-rekwiziti tal-MGA huwa jghid li da parti taghhom ikkompilaw lista bir-rekwiziti li permezz taghhom is-sistema tkun tista ghadli mill-MGA. Meta mistoqsi jekk is-‘software’ giex mghoddi lill-MGA jwiegeb:

‘Xhud: No, we cannot submit software that is faulty. I mean he just stopped.

Dr Catherine Mifsud: So what evidence do you have that it doesn’t meet the MGA requirements?

Xhud: We filed a scientific report of people that actually.

...

Yes, a third party you know that we didn’t have prior knowledge of before. We came to the point that we needed to, we saw this was coming to a court case cos Boian was not uploading or cooperating or giving us an indivation that we might get to the



finish, so we needed to get an assessment of what the software.’.

Fuq mistoqsija jekk dawn it-terzi persuni li ghamlu r-rapport ghandhomx licenzja jwiegeb li sabiex taghmel ‘assessment’ m’hemmx bzonn ta’ licenzja. Mistoqsi x’kienu pprovdew sabiex isir dan l-‘assessment’, jekk iprovdewx xi ‘hardware’ lil dawn l-esperti ex parte x-xhud iwiegeb illi huma kienu pprovdew is-‘software’ proprjeta’ ta’ Bolwerk Ltd u li kellhom ‘remote access’. Rigward it-talba ghal hlas jwiegeb li l-ammont reklamat kien jinkludi kwalunkwe ammont li kienu hallsu lill-Boian Mitov ghalkemm ma kienx cert jekk l-ispejjez relatati mas-safar gewx inkluzi. Ix-xhud jichad li Bolwerk Ltd offra li jixtri lura parti mis-‘shares’ taghha. Meta mistoqsi jekk Boian Mitov kienx ikun disponibbli li jitkellem jwiegeb li le ‘*definitely not*’. In ri-ezami x-xhud jghid li Boian Mitov m’ghamilx testjar fuq is-sistema li kien obligu tieghu. Jghid li fil-prattika huwa ttestja ftit u huma ttestjaw hafna.

Is-socjeta’ intimata ressqet ukoll bhala xhud taghha fis-seduta tal-14 ta’ Ottubru, 2021 lil **Alda Camilleri** fejn tghid li hija direttur tas-socjeta’ rikorrenti u tinsisti li bazikament l-irwol taghha fil-kwistjoni odjerna kien limitat ghal meta r-rapprezentanti tal-intimata marru Ghawdex billi kienet hi li hadet hsieb li ssib hotel. Tghid li hija halliet kollox f’idejn William van Gelder u dan peress li kienet tafdah u lanqas kienet taf tghid ghaliex infethet il-kawza.

Tressaq ukoll bhala xhud **Pieter van Gelder** fis-seduta tal-14 ta’ Ottubru, 2021 a fol. 586 et seq tal-process fejn fuq mistoqsija tal-Avukat Mifsud jghid li dak iz-zmien kien direttur pero’ illum m’ghadux. Jghid li l-kuntatt dirett ma’ Mitov Software LLC kien l-managing director William van Gelder. Iwiegeb ghal diversi drabi

li da parti tieghu ma kellu l-ebda involviment fil-progett u jghid li ma' Boian Mitov kien jkkomunika William van Gelder. Meta mistoqsi jekk Boian Mitov talabx ghall-assistenza tieghu jghid illi:

'Witness: Well no he did not request this, I helped him by programming the game logic in part.

Dr Catherine Mifsud: So you were involved?

Witness: For free.

Dr Catherine Mifsud: So were you involved in any way in this matter?

Witness: Not contractually no.

Dr Catherine Mifsud: But personally?

Witness: Again I helped him for free, out of my own volition.

Dr Catherine Mifsud: As representative of Bolwerk?

Witness: No I was just being friendly to Boian.'

Bhala l-ahhar xhud is-socjeta' rikorrenti ressqet ukoll lil **Wade Camilleri** li xehed fis-seduta tal-14 ta' Ottubru, 2021 a fol. 591 et seq tal-process. Ix-xhud jispjega li huwa ghandu rwol ta' CFO fejn jaghmel il-pagamenti ta' kull xahar. Iwiegeb li huwa wiehed mid-diretturi u ilu minn meta nbdiet il-kumpanija. Jghid li l-kuntatt ma' Boian Mitov kien William van Gelder u huwa kien involut

meta kien isir xi 'testing'. Jixhed illi huwa kellu x'jaqsam biss ma pagamenti kif isegwi:

'Dr. Catherine Mifsud: U Mr Van Gelder, William, kien izommok infurmat fuq kollox?

Xhud: Mr Van Gelder kien jghidli, jien l-iktar li kelli x'naqsam ma' payment. X'hin jghaddi x-xahar jara li l-affarijiet qeghdin sewwa u jghidli biex naghmel il-payment.

Dr Catherine Mifsud: Fuq payments biss?

Xhud: Iva.'

### **Ikkunsidrat ulterjorment fil-mertu:**

Illi kif jirrizulta anki mis-suespost l-mertu tal-kawza odjerna huwa dwar allegat ksur ta' obbligi kuntrattwali billi s-socjeta' rikorrenti ssostni li l-intimata Boian Mitov LLC ma' pprovdiex is-servizzi li kienet giet ikkummissjonata taghmel ai termini tal-ftehim tad-19 ta' Lulju, 2014 lis-socjeta' rikorrenti Bolwerk Ltd. Fl-atti ssir referenza partikolari mir-rapprezentanti tar-rikorrenti ghall-klawzoli 1.1 u 1.2 tal-ftehim li qed jigu riprodotti:

#### **1.1'Prototype**

On 1 August 2014 MITOV SOFTWARE LLC will provide BOLWERK LIMITED with software for the prototype gaming table to be used for demonstration purposes.

#### **1.2Gaming System**

On 1 December 2014 MITOV SOFTWARE LLC will provide BOLWERK LIMITED with a fully functional gaming system that will meet the requirements of the LGA.'

Is-socjeta' rikorrenti ssostni li l-intimata ma pprovdietx il-prototip sad-data tal-1 ta' Awwissu, 2014 u ma' pprovdietx il-loghba funzjonanti konformi mar-regoli tal-Malta Gaming Authority sad-data tal-1 ta' Dicembru, 2014 tant li skont l-istess rikorrenti sa' Gunju 2015 dawn kienu ghadhom ma waslux. Tghid li ghalhekk kellha tohrog avviz ta' ksur tal-ftehim skont il-klawzola 6.2. u konsegwentement mexxiet bil-kawza odjerna. L-intimata da parti taghha ssostni li l-prototip u wkoll is-sistema tal-loghba funzjonanti lesta sabiex tigi ttestjata mir-rikorrenti ghaddew ghand il-kumpanija fit-termini stabbiliti izda tinsisti li kienet is-socjeta' rikorrenti li naqset milli taghmel l-ittestjar necessarju da parti taghha b'dana li dan dam madwar hames xhur sabiex beda jsir u x-xoghol kellu jerga' jibda f'Mejju, 2015 sabiex waqt l-ittestjar il-loghba tkun tista' tigi konformi mar-rekwiziti tal-Malta Gaming Authority. Is-socjeta' ntimata tinsisti li r-rikorrenti qatt ma pprovdiet ir-regoli u r-rekwiziti kollha necessarji skond il-Malta Gaming Authority jew l-entita` ta' qabilha. Tghid ukoll li s-socjeta' rikorrenti ziedet diversi rikjesti mas-'software' originali mitluba minnha b'dana li s-socjeta' ntimata zdied ferm ix-xoghol fuqha (aktar minn dak li kien hemm miftiehem bejn il-partijiet) b'dan li z-zmien kellu bilfors jitwal. Tenfasizza li parti mill-ftehim kienet li s-socjeta' rikorrenti stess tramite Pieter van Gelder kienet obbligata li tipprovdi sistema ta' 'game logic' da parti taghha izda dan spiccat ma ghamlitux u kellha tikkummissjona terzi hi sabiex din saret. Tinsisti wkoll li r-rikorrenti bdiet izzid hi stess diversi programmi f'dan is-'software' provdut lilha mill-intimata ghall-ittestjar bir-rizultat li kull darba kienu qed jigu ntrodotti 'bugs' godda li l-intimata kellha toqghod tfittex u ssib rimedju ghalihom

u dan jiehu z-zmien. Dan wassal sabiex il-procedura biex il-  
'gaming system software' tigi sottomessa lill-MGA baqghet  
dejjem titwal u tigi posposta.

### **L-ewwel talba:**

Illi permezz tal-ewwel talba s-socjeta' rikorrenti titlob li din il-  
Qorti tiddikjara li l-kumpanija ntimata ma wettqitx l-obbligi  
kuntrattwali taghha sabiex tipprovdi s-servizzi kif obligat ruhha  
li taghmel skont l-imsemmi ftehim.

Il-Qorti b'referenza ghal-ftehim tad-19 ta' Lulju, 2014 rat li s-  
socjeta' intimata kellha l-obbligu li tipprovdi prototip sal-1 ta'  
Awwissu, 2014 u l-loghba funzjonanti skont il-kriterji tal-MGA  
sal-ahhar ta' Dicembru, 2014. Rat izda li dawn id-dati ma kienux  
rigidi fit-termini tal-istess ftehim fis-sens li skont il-klawsola 2.1.7  
il-partijiet ftehm u li jekk id-dati fuq imsemmija ma jigux milhuqa  
allura s-socjeta' ntimata kellha l-obbligu li taghti priorita' lill-  
ftehim bejn il-partijiet u x-xoghol li kellu jsir minnha skont dan il-  
ftehim.

Illi din il-Qorti minn analizi tal-provi kollha fl-atti, kelma b'kelma,  
u mill-analizi wkoll suesposta rat li s-socjeta' rikorrenti da parti  
taghha ma tatx stampa shiha lil din il-Qorti ta' dak li verament  
gara bejn il-partijiet. Fil-fatt il-Qorti nnotat li ghal dik li hija  
dokumentazzjoni u partikolarment komunikazzjonijiet bejn il-  
partijiet inkluz permezz ta' skype, e-mails u messaggi, s-socjeta'  
rikorrenti, tramite r-rapprezentant Jan Willen van Gelder, esebiet  
biss dak li qabilha hi u halliet barra partijiet shah ta'  
konversazzjonijiet. Dan fil-fatt gie ammess mix-xhud Jan Willem  
van Gelder li sostna li hu pprezenta biss dak li skont hu dehrli li

kien importanti jew rilevanti tant li ghamel 'highlight' fejn dehrli hu.

Il-Qorti rat ukoll li bhala xhieda s-socjeta' rikorrenti ghazlet li tistrieħ biss fuq dik ta' Jan Willem van Gelder u ma ressqitx bhala xhieda lit-tlett diretturi l-oħra. Il-Qorti tqis dan bhala fatt ferm suspettuz għas-semplici fatt li mid-dokumentazzjoni kollha esebta fl-atti jirrizulta li d-direttur l-ieħor Pieter van Gelder kien ferm involut fil-progett. Dan johrog partikolarment mill-konversazzjoni 'skype' esebta mill-intimata bejn l-istess Pieter van Gelder u Boian Mitov li damet sejra xhur shah u kienet wahda pjuttost teknika. B'kuntrast kbir izda meta Pieter van Gelder tressaq bhala xhud mill-istess intimata (u mhux mir-rikorrenti) dan caħad għal aktar minn darba l-involvement tiegħu fil-progett. L-istess għamli z-zewg diretturi l-oħra tas-socjeta' rikorrenti Alda Camilleri u Wade Camilleri li lkoll tressqu fuq inizjattiva tas-socjeta' intimata u mhux tar-rikorrenti. Il-Qorti mill-provi rat li għalkemm mill-komunikazzjoni bejn il-partijiet esebti fl-atti jidher car li Alda Camilleri u Wade Camilleri kienu jkunu kontinwament involuti tant li kienu jsiru diversi laqgħat tramite 'skype' apposta sabiex jingħataw 'update' dwar il-progress tax-xogħol, fix-xhieda tagħhom huma għazlu li ma jghidu xejn dwar dan u nsistew li ftit li xejn kienu nvoluti u kienu jhallu f'idejn Jan Willem van Gelder.

Illi din il-Qorti in vista tar-riluttanza da parti tas-socjeta' rikorrenti li tressaq hi stess lid-diretturi tagħha bhala xhieda u wkoll il-mod ferm kontradittorju kif xehdu dawn id-diretturi meta mharrka mill-intimata meta komparat mal-provi dokumentarji, tqis li x-xhieda tal-istess mihiex wahda genwina u ma tikkontjenix il-verita' tal-fatti b'dan li l-Qorti tiddubita serjament il-kredibilita' tax-xhieda tad-diretturi kollha tas-socjeta' rikorrenti.

Illi l-Qorti rat ukoll li ghalkemm ix-xhud l-iehor direttur Jan Willem van Gelder fl-affidavit tieghu dahal fid-dettal dwar il-ftehim bejn il-partijiet ghal dak li huma 'time-frames' u dwar kif sehew l-affarijiet b'mod kronologiku, huwa naqas ferm milli jelabora dwar is-suppost nuqqasijiet da parti tas-socjeta' ntimata. Fil-fatt ma jaghmel xejn referenza ghall-konversazzjonijiet twal li hu kif ukoll huh Pieter van Gelder kien ikollhom kontinwament tramite 'Skype' ma' Boian Mitov kemm verbalment kif ukoll permezz ta' messaggi konversazzjonijiet teknici dwar ix-xoghol li kien qed isir. Il-Qorti nnutat ukoll ir-riluttanza da parti ta' dan ix-xhud sabiex jirrispondi in kontro-ezami, liema kontro-ezami sar fl-awla quddiem din l-istess Qorti u ghalhekk il-Qorti setghet tara hi stess l-attitudni tax-xhud kemm fil-konfront tal-avukat tal-kontro-parti u wkoll tal-istess Qorti fejn beda jahrab mid-domanda, jirrispondi b'domanda ohra u tattici ohra bhal dawn sabiex jevita li jirrispondi ghad-domandi in kontro-ezami li kienu qed isirulu.

Illi l-Qorti rat mill-konversazzjonijiet 'skype' esebiti mis-socjeta' ntimata kemm dik ta' Jan Willem van Gelder kif ukoll dak ta' Pieter van Gelder, it-tnejn ma' Boian Mitov, li jirrizulta li almenu sat-13 ta' Gunju, 2015 bejn iz-zewg partijiet kien ghadhom ghaddejjin b'mod attiv it-testijiet tal-'gaming system software' in kwistjoni bl-ghan li din tigi sottomessa lill-Malta Gaming Authority. Rat li f'dawn il-konversazzjonijiet imkien ma tqajjmet xi kwistjoni ta' ksur tal-ftehim bejniethom (ara fol. 478 et) pjuttost dawn kienu konversazzjonijiet teknici hafna dwar kif u x'kellu jigi ttestjat u jsir minn kull naha. F'daqqa wahda fit-22 ta' Gunju, 2015 is-socjeta' rikorrenti qajjmet l-allegat ksur tal-obbligi fil-ftehim da parti tas-socjeta' ntimata, baghtet tinforma b'dan lill-intimata u waqqfet il-komunikazzjoni. Da parti taghha s-socjeta' intimata

rritaljat billi baghtet il-kont ta' dak li jirrizulta skont hi li kien ghadu dovut, tkellmet mal-konsulenti legali taghha u skont ix-xhieda ta' Boian Mitov inghatat il-parir sabiex twaqqaf ix-xoghol fuq il-progett.

Illi kumplimentari ma' dak li jirrizulta mid-diskussjonijiet 'skype' il-Qorti f'dan l-istadju taghmel ukoll referenza ghax-xhieda tad-direttur tas-socjeta' rikorrenti Wade Camilleri. Fil-fatt il-Qorti tqis li kien l-istess direttur tas-socjeta' rikorrenti Wade Camilleri li fix-xhieda tieghu a fol. 592 ikkonferma mal-Qorti li almenu sa' Marzu 2015 is-socjeta' rikorrenti kienet qed tirrikonoxxi li x-xoghol kien qed isir sew tant li hallset dak dovut sa dakinhar lis-socjeta' intimata. Dan johrog mill-kliem tax-xhud fejn isostni li Jan Willem van Gelder kien jiccekkja li kollox sew u hu jaghmel il-pagament (ara x-xhieda tieghu kwotata aktar il-fuq). Fil-fatt mid-dokumentazzjoni esebita dwar il-kont tal-bank jirrizulta li l-ahhar pagament mis-socjeta' rikorrenti lill-intimata sar fit-13 ta' Marzu, 2015 (ara fol. 29). Il-Qorti difficilment temmen il-verzjoni tad-Direttur l-iehor Jan Willem van Gelder fejn in kontro-ezami jghid li ma kellux triq ohra hlief ihallas anki ghaliex dan mhux rifless mill-konversazzjonijiet bejn il-partijiet. Rat ukoll li wara dan il-pagament u sa nofs Gunju 2015 il-konversazzjoni partikolarment bejn Pieter van Gelder u Boian Mitov baqghet konsistentement ffukata fuq ix-xoghol li kien qed isiru bejniethom u l-ittestjar tas-'software' li mid-dokumentazzjoni esebita johrog car li dan intensifika ruhu f'Mejju, 2015 ghalkemm l-intimata kienet ilha li pprovdiet is-'software' sa minn Dicembru, 2014. Fil-fatt irrizulta mill-provi li d-dewmien bejn dawn ix-xhur kien rizultat li s-socjeta' rikorrenti kien ghadha ma pprovdietx il-mejda appozita bl-apparat necessarju sabiex is-'software' ikun jista' jigi ttestjat kif inghad fuq mejda wahda b'massimu ta' ghaxar 'players' u tnax-il kamera. Irrizulta wkoll li parti mid-dewmien kien ukoll ghaliex



is-socjeta' rikorrenti partikolarment Jan Willem van Gelder iddecieda li jbidel wahda mill-kameras ghal wahda li ma kinitx miftiehma bejn il-partijiet nonostante li gie avzat minn Boian Mitov li dan kien ser itawwal ix-xoghol fuq il-progett tant li anki minn dan il-lat kellu jitqabbad terza persuna mis-socjeta' ntimata sabiex jipprovdi l-parti tal-programm necessarju biex tithaddem din il-kamera.

Illi min-naha l-oħra, ghal dawk li huma provi tas-socjeta' ntimata, l-Qorti rat il-bosta affidavits mressqa da parti tagħha partikolarment dak ta' Boian Mitov li jispjega f'hafna dettal dak li huwa għamel kemm qabel l-iffirmar tal-ftehim u wkoll wara. Huwa jagħti spjegazzjoni ferm dettaljata sal-icken dettal tax-xoghol li nvolva dan il-progett nkluz il-jiem, xhur u siegħat li huwa qatta' jahdem fuqu. Jikkonferma li l-prototip gie mghoddi lis-socjeta' rikorrenti f'Awissu, 2014 u li s-'software' tal-logħba gie mghoddi f'Dicembru, 2014. Dan tikkonfermah ukoll martu Melody Mitov fl-affidavit tagħha. Il-Qorti tirrileva li r-rikorrenti għazlet li ma tagħmel l-ebda kontro-ezami lil dawn ix-xhieda għaliex sostniet permezz ta' nota li fi kwalunkwe kaz ma kinitx qed taqbel ma' dak li xehdu. In sostenn tax-xhieda tal-konjugi Mitov il-Qorti rat li xehdu wkoll iz-zewg 'sub-contractors' John Frederick Kaster (fol. 206 et seq) u David Paul Schwartz (fol. 209 et seq). Dawn l-affidavits jikkonfermaw in parti x-xiehda aktar wiesgħa tal-konjugi Mitov. Il-Qorti, għal kuntrarju tax-xiehda tad-Diretturi tas-socjeta' rikorrenti kollha, tqis li x-xhieda mressqa mis-socjeta' ntimata kif hawn imsemmi għandha ferm aktar mill-verita' kemm għaliex hija ferm aktar dettaljata u wkoll għaliex hija korroborata mill-bosta dokumentazzjoni esebita. Fil-fatt il-Qorti ma tistax ma tinnotax li filwaqt li r-rapprezentant tas-socjeta' rikorrenti Jan Willem van Gelder jinsisti in kontro-ezami li huwa ma kienx jaf li s-socjeta' ntimata dahhlet 'sub-contractors' u

ghalkemm jaccetta li ma kinitx prekluzja permezz tal-ftehim milli taghmel dan, mid-dokumentazzjoni esebita minnu stess (fol. 69 B – il-file blu) il-Qorti sabet mill-anqas komunikazzjoni wahda bejn il-partijiet li tevidenzja li Jan Willem van Gelder kien jaf li kien hemm terz involut tant li jidher l-isem ta' John Kaster bhala awtur tax-xoghol f'wiehed mir-repositorji tax-xoghol (ara skype datata 27 ta' Lulju, 2014). John Kaster kien wiehed mit-terzi ngaggati mill-intimata.

Illi ghalhekk mill-assjem tal-provi kollha fl-atti kif analizzati minn din il-Qorti, jirrizulta lil din il-Qorti li l-verita tal-fatti hija kif isegwi:

i) Illi l-intimata ghaddiet il-prototip lis-socjeta' rikorrenti fil-hin u cioe' f' Awwisu, 2014;

ii) Illi l-intimata ghaddiet il-'gaming system software' lis-socjeta' rikorrenti f' Dicembru, 2014 liema 'software' izda kien jonqsu li jsir ittestjar fuqu da parti tas-socjeta' rikorrenti u tipprovdi 'feedback' lill-intimata;

iii) Illi l-ittestjar veru u proprju beda da parti tas-socjeta' rikorrenti f' Mejju 2015 ghaliex ma kelliex l-apparat kollu in regola sa dan iz-zmien. Dan ifisser li l-ftehim bejn il-partijiet kien waqa' fl-ambitu tal-kundizzjoni 2.1.7 u ma kinitx ghadha tapplika d-data ta' Dicembru, 2014;

iv) Illi waqt li bejn Pieter van Gelder u Boian Mitov kien ghaddej b' mod attiv l-ittestjar tas-sistema, fejn ukoll is-socjeta' rikorrenti baqghet thallas regolarment il-kontijiet mahruga lilha, f' daqqa wahda f' Gunju, 2015 is-socjeta' rikorrenti ddecidiet li tinforma lis-socjeta' intimata li kienet qed tqisha li kisret l-obbligi taghha skont

il-ftehim. Kien biss f'dan il-mument li waqaf ix-xoghol fuq is-sistema da parti tal-intimata.

Il-Qorti ghalhekk ma tqisx li s-socjeta' intimata tista' tigi meqjusa li hija ma wettqitx l-obbligi kuntrattwali taghha b'referenza ghad-dati miftehema bejn il-partijiet fl-istess ftehim kemm ghaliex is-socjeta' intimata ghaddiet dak li kellha tghaddi lis-socjeta' rikorrenti fit-termini mposti izda wkoll ghaliex l-istess ftehim kien jipprovdi ghal tigidid tat-termini u jirrizulta lil din il-Qorti li principalment it-tigidid taz-zmien kellu jsir ghaliex is-socjeta' rikorrenti stess naqset milli tiprovdi fil-hin dak neccessarju sabiex isir l-ittestjar tas-sistema qabel ma' din tigi mghoddija mill-arbiel tal-Malta Gaming Authority.

Illi mill-analizi tal-provi kollha fil-kawza l-Qorti wkoll ma rriskontrat ebda agir ta' 'mala-fede' fl-operat tas-socjeta' intimata anzi pjuttost jirrizulta li s-socjeta' intimata ghamlet minn kollox sabiex takkomoda r-rikjesti tas-socjeta' rikorrenti, anki oltre dak miftiehem, ghaliex kif xehdu l-konjugi Mitov finalment huma kienu jemmnu li l-progett kellu jkun wiehed ta' success u skont il-ftehim huma kellhom 6% mill-istess.

Illi taht il-kappa tal-ewwel talba izda jaqa' wkoll l-ilment tas-socjeta' rikorrenti li s-socjeta' intimata naqset milli tipprovdi l-'gaming system software' fi stat li dan ikun jista' jghaddi l-gharbiel tal-kundizzjonijiet mposti mill-Malta Gaming Authority.

Il-Qorti rat li s-socjeta' rikorrenti qed tibbaza din l-allegazzjoni fuq rapport *ex parte* redatt minn tlett persuni esebit a fol. 103 et seq li fih gie konkluz li:

'The Gaming Platform has severe fundamental shortcomings at all levels which may not be reparable without major redesign. This severely lowers the value since the current system cannot be used for production purposes and should be considered in "development-stage" with serious pending issues. The (re-) usability of the source code of the Gaming Platform is considered to be quite low. The performance of the Game Server and the Game Client is very poor, therefore also the scalability of the system can be considered to be very poor as well.'

Il-Qorti nnotat mir-rogorji tal-persuni li rredigew dan ir-rapport li hadd minnhom ma kkonferma r-rapport fit-totalita' tieghu. In oltre tinnota li ma tressqet l-ebda prova konklussiva fl-atti dwar liema verzjoni tas-'software' giet mghoddija mis-socjeta' rikorrenti lil dawn imsejha esperti ghall-analizi tagghom. L-istess esperti xehdu biss li huma hadmu fuq dak li baghtet lilhom is-socjeta' rikorrenti. Il-Qorti rat mill-atti li s-'software' in kwistjoni kien qed jigi 'updated' gurnata b'gurnata fuq numru ta' xhur ghalhekk ma jista' jkollha l-ebda serhan ta' mohh ta' liema verzjoni giet mghoddija lil esperti barranin. In vista' wkoll li din il-Qorti waslet ghall-konkluzjoni li x-xhieda tad-diretturi tas-socjeta' rikorrenti xejn ma hi wahda kredibli (ara aktar il-fuq) din il-Qorti aktar u aktar ma tqisx li tista' tistrieu fuq il-konkluzjonijiet ta' dan ir-rapport ex-parte.

Illi ghalhekk minn analizi tal-provi l-Qorti tqis li s-socjeta' rikorrenti naqset milli tressaq il-prova li l-'gaming system software' in kwistjoni kif provdut mis-socjeta' ntimata' ma jissodisfax l-gharbiel tal-Malta Gaming Authority. Fil-fatt l-istess rapprezentant tas-socjeta' rikorrenti ammetta in kontro-ezami li dan is-'software' ma giex mghoddi lill-Awtorita' ghaliex skont hu

ma kienx ser jghaddi. Il-prova regina f' dan il-kaz kellha tkun li s- 'software' jitressaq quddiem l-Awtorita' u jekk huwa minnu li ma kienx jghaddi mill-kriterji stabiliti allura r-rifjut tal-Awtorita' kienet tkun l-aqwa prova. Dan izda fl-atti ma sarx nonostante li l- oneru tal-prova dwar dan kien jinkombi lis-socjeta' rikorrenti. Is- socjeta' rikorrenti lanqas pruvat almenu ttella' jixhed fl-atti rapprezentant tal-Awtorita' sabiex jispjega lill-Qorti l-kriterji li kellhom jigu sodisfatti fil-kaz odjern. Il-Qorti ghalhekk ma tqisx li tressqu provi sufficjenti sabiex hija tiddikjara li s-socjeta' ntimata ma wettqitx l-obbligi kuntrattwali taghha fit-termini tal-ewwel talba a bazi tal-allegazzjoni li s-socjeta' ntimata naqset milli tipprovdi l-'gaming system software' fi stat li dan ikun jista' jghaddi l-gharbiel tal-kundizzjonijiet mposti mill-Malta Gaming Authority.

Illi in vista ta' dak kollu suespost l-Qorti ser tghaddi sabiex tichad l-ewwel talba tas-socjeta' rikorrenti.

### **It-talbiet rimanenti:**

Illi l-Qorti rat li t-tieni sas-sitt talbiet rimanenti lkoll jiddependu fuq l-ezitu favorevoli tal-ewwel talba fejn is-socjeta' rikorrenti titlob li din il-Qorti tiddikjara li l-kumpanija ntimata ma wettqitx l-obbligi kuntrattwali taghha sabiex tipprovdi s- servizzi kif obligat ruhha li taghmel skont il-ftehim tas-17 ta' Lulju, 2014. La darba din il-Qorti ma sabitx li s-socjeta' ntimata agixxiet bi ksur tal-obbligi taghha skont l-istess ftehim imsemmi l-Qorti ma ghandhiex alternattiva ghajr li bhala konsegwenza tghaddi sabiex tichad il-bqija tat-talbiet tar- rikorrenti.

## **Decizjoni:**

Ghaldaqstant ghar-ragunijiet kollha suesposti din il-Qorti taqta' u tiddeciedi din il-kawza kif isegwi:

1. Tilqa' l-ewwel eccezzjoni tal-intimati u filwaqt li tiddikjara li s-socjeta' Mitov Software LLC hija l-legittimu kontradittur fil-vesti ta' intimata f'dawn il-proceduri, tiddikjara li l-konjugi Mitov personalment m'humiex il-legittimi kontraditturi u qed tilliberahom mill-osservanza tal-gudizzju;
2. Tilqa' l-bqija tal-eccezzjonijiet tas-socjeta' ntimata sakemm dawn huma kompatibbli ma' dak hawn deciz u tghaddi sabiex tichad fl-ewwel lok l-ewwel talba tar-rikorrenti;
3. Konsegwenza tac-cahda tal-ewwel talba tar-rikorrenti l-Qorti tghaddi sabiex tichad il-bqija tat-talbiet kollha tar-rikorrenti.

Bl-ispejjez kollha kontra s-socjeta' rikorrenti.

## **Moqrija.**

**Onor. Imhallef Dr. Joanne Vella Cuschieri**  
**B.A., Mag. Jur. (EUR.LAW), LL.D.**  
**4 ta' Ottubru, 2022**

**Karen Falzon**  
**Deputat Registratur**  
**4 ta' Ottubru, 2022**