



## **SMALL CLAIMS TRIBUNAL**

**ADJUDICATOR  
ADV. DR. DUNCAN BORG MYATT**

**Sitting of Tuesday, 9<sup>th</sup> May 2023**

**Claim number: 146/2021**

**RAHIM RASHID ABDUL**

**Vs**

**DR. YANIKA BUGEJA**

**Appointed as deputy curator in virtue of a decree dated 15<sup>th</sup> November 2022  
to represent SAHIL UUNDRAC (ID 230619A) who is absent from the Island.**

By means of Notice of Claim filed on the 25<sup>th</sup> May 2021 plaintiff requested this Tribunal to condemn defendant to pay the amount of one thousand four hundred Euro (Eur 1400) which amount was lent to the defendant by plaintiff between the 19<sup>th</sup> May 2020 and the 27<sup>th</sup> May 2020. The latter requested also the amount of Eur 1600 as pecuniary and non-pecuniary damages. With costs and legal interests.

By means of a decree dated 15<sup>th</sup> November 2022, Dr. Yanika Bugeja was appointed to represent defendant Sahil Uundrac who is absent from the Maltese Islands.

The Deputy Curator was notified with the acts of the case on the 16<sup>th</sup> January 2023 (Fol.58) but no reply was submitted within the legal period permitted by law.

In the sitting dated 15<sup>th</sup> November 2022 (fol. 55) plaintiff, through his legal counsel, requested that the proceedings be held in the English language due to the fact that the plaintiff did not understand the Maltese language. Thus, as duly registered in the minutes of the said sitting, the Tribunal ordered that from that stage onwards, the proceedings be held in English.

Having seen the affidavit submitted by plaintiff whereby he declares that he got to know defendant at his place of work. Plaintiff says that he used to lend money to defendant who used to refund back the amounts. However, between the period 19<sup>th</sup> May 2020 till the 25<sup>th</sup> May 2020, plaintiff lent more money to the defendant since the latter had his American bank account blocked and needed cash to pay the rent and other expenses related to his car.

In total, plaintiff lent Eur 1400 by means of bank transfers and cash as shown in the documents submitted (Fol. 29 to Fol.32). Defendant had to refund these amounts within seven days according to a verbal agreement between the parties. Notwithstanding this agreement and the various pleas to pay these amounts, defendant failed to honour his obligations.

Having considered the acts of the case.

Having read the documentation filed and given that this case was put off for a decision.

### **The Tribunal considers**

That Article 9(2) of Chapter 380 Laws of Malta provides that:-

*“shall ensure that a case is, as far as possible, heard summarily and decided ex tempore on the same day of the hearing and that the hearing shall not take longer than one sitting”.*

Paragraph (b) of Article 13 of the same chapter lays down that:-

*“If the defendant fails to appear, the adjudicator may determine the case in the absence of the defendant and an admission made upon a reference to the oath of the defendant, and the provisions of Sub-title VI of Title I of Book Third of the Code of Organisation and Civil Procedure with respect to a reference to the oath of a defendant in the inferior courts shall, mutatis mutandis, apply.”*

Plaintiff's declaration on oath that he has lent the amount of Eur 1400 to defendant and that this amount is till due is considered as good, complete and satisfactory evidence and the Tribunal finds no difficulty to decide in his favour.

In light of these considerations, the Tribunal is morally convinced that the amount of one thousand four hundred euro (€1,400.00c) claimed by plaintiff in these proceedings is due by defendant.

The same cannot be said with regards to plaintiff's claim for a further amount of Eur 1600 consisting in pecuniary and non-pecuniary damages since no evidence was produced to substantiate the amount claimed. Plaintiff did not produce any documents to prove that he has suffered any other losses.

This case has been adjourned for judgement on the basis of the evidence submitted before this Tribunal in line with Article 9 of Chapter 380 of the Laws of Malta.

**Decide**

Therefore, in the light of the above, the Tribunal decides this case by accepting plaintiff's claim limitedly to the amount of one thousand four hundred Euro (Eur1400) and consequently condemns defendant to pay to the plaintiff the said amount of Eur 1400 together with an 8% interest which should run as from the 25<sup>th</sup> May 2021. All costs shall be borne by the defendant.

**Avv. Duncan Borg Myatt**  
Gudikatur