



**THE SMALL CLAIMS TRIBUNAL
EUROPEAN SMALL CLAIMS PROCEDURE**

**Adjudicator
ADV. JULIANA SCERRI FERRANTE**

Today 27th June 2023.

Claim number 1/2023SFJ

John Cooney

vs.

Air Malta plc (C2685)

The Tribunal:

Preliminary matters

Saw the Notice of Claim filed by the claimant on 8th February 2023 pursuant to Regulation 861/2007 establishing a European Small Claims Procedure in which the claimant stated that he was claiming the sum of **one hundred and fifty Euros (€150.00)**, with interest and with costs of these proceedings.

The claimant stated:

“On 17 November 2022, Air Malta offered compensation of 50% of the value of my ticket USD122.00 or the EUR equivalent. After filling in numerous forms for Air Malta plc at their direct request and sending copies of my identification, I was promised prompt payment. To date the settlement amount has not been paid. I ask that the court award all costs of these proceedings as well as the USD amount promised by Air Malta converted into the official currency of both Malta and Estonia, the EUR, to be paid to my bank account listed in FORM A.”

The claimant indicated that he was not insisting on an oral hearing but stated that he wanted to be present if one was held.

Saw that the defendant was served with the Notice of Claim on 16th February 2023 as appears from the notice of service.

Saw that the defendant filed no reply and failed to contest the claimant's claims in any way.

Read all the documentation.

Considerations of the Tribunal

The Tribunal notes that the Maltese Courts have consistently held that even in cases where defendant fails to oppose the claimant's claims, the Tribunal cannot automatically uphold claimant's claims, but must be satisfied that such claims are founded in fact and at law. The Tribunal shall therefore examine the documentation provided by the claimant.

The claimant provided a copy of a letter issued by Air Malta plc, which letter seems to be undated, in which the latter stated that due to operational reasons, it was unable to offer a vacant middle seat in business class. Air Malta plc offered the claimant a fifty per cent (50%) refund on the fare paid for the flight.

The claimant also provided a copy of a form, which had an Air Malta letterhead, in which he provided all the details asked for on the same form, and in which it was indicated that the amount in question was USD122.00. On such form, claimant undertook to accept the sum of USD122.00 as compensation from Air Malta plc.

Pages 12 to 18 of the records of these proceedings consist of e-mail exchanges between claimant and Air Malta's customer care personnel. In these e-mail exchanges, Air Malta plc does not contest the claimant's claim and never states that the amount claimed by claimant is not due, or that the amount claimed by him is wrong.

The claimant filed an affidavit in which he confirmed the documentation submitted by him as "*genuine, true, accurate and complete.*" He stated that defendant agreed to pay him USD122.00 and that when contacted telephonically and via e-mail, defendant still failed to pay the relative amount. He added that although defendant stated that it had opened an investigation into its failure to pay the amount, no evidence of the opening of any such investigation was provided to him.

Having seen that the claimant submitted a sworn statement and in such, swore on oath that the documents filed by him in support of his claim were true and correct, the Tribunal has no reason to doubt the veracity of the claimant's position and shall therefore uphold his claims.

Decision

Therefore, after having read the content of the case file and all the documentation submitted (in this case, only by the claimant), the Tribunal:

1. Upholds claimant's claim and orders defendant to pay the claimant the sum of USD122.00 (or its equivalent in Euros as on 17th November 2022 which was the date of the flight from Malta to Zurich);

2. Orders defendant to pay interest at a rate not higher than the maximum rate allowed under Maltese law, calculable from the date of the filing of this claim (8th February 2023) until the date of effective payment;
3. Rejects claimant's claim insofar as it relates to the sum of €17.70 incurred to swear the affidavit on oath, as claimant could have made use of the deputy registrars in the Registry to swear the oath at no charge;
4. Orders defendant to pay claimant the costs of this case according to the taxed bill of costs issued by the Registry.

Adv. Juliana Scerri Ferrante
B.A., L.P., Mag. Jur. (Int. Law), LL.D.
Adjudicator