



TRIBUNAL GHAL TALBIET ZGHAR

**GUDIKATUR DR.
PHILIP MANDUCA**

Seduta tat-3 ta' Marzu, 2004

Talba Numru. 575/2002/1

**Citadel Insurance Plc kif surrogata
fil-jeddijiet ta' John Attard Portughes
u l-istess John Attard Portughes**

Vs

Rita Sultana

It-Tribunal

Ra l-Avviz li fih l-atturi talbu s-somma ta' Lm208.00c (mitejn u tmien liri Maltin) rapprezentanti danni f'incident tat-traffiku.

Ra r-Risposta tal-konvenuta fejn eccepjet li ma kienetx responsabbli ghall-incident.

Ezatt wara l-incident Fleur Marie Camilleri li kienet qiegħda ssuq l-vettura tal-attur hekk ddiskreviet lill-pulizija:

Kopja Informali ta' Sentenza

“She proceeding along Manoel Street and she was turning to go into Gzira when she felt a bump on the left side of the car and stopped and found that a collision had occurred with car BBD 036 which was parked on the corner between Manoel Street and Gzira Road. She added that she could not say whether the mentioned car was stationary or moving forwards, however she stated that she noticed the car when she was turning from Manoel Street towards Gzira Road”.

Il-konvenuta hekk ddiskreviet l-incident mela kelmet lill-pulizija:

“She parked near the ironmongery with the hazard lights on as she had just gone into the car when car AAB 803 suddenly hit against her right front part. She stated that at the time of the incident she was stationary”.

Il-konvenuta nghatat “ticket” billi kienet ipparkjata fejn mhux suppost (fuq il-yellow lines).

Meta xehdet Fleur Camilleri qalet li rat il-vettura tal-konvenuta wieqfa, ghaddiet u mbaghad hasset daqqa fuq il-karozza.

Il-konvenuta qalet li marret tixtri l-haxix u meta giet lura u fethet il-karozza taghha, l-karozza l-ohra dahlet go fiha.

Andreina Sultana li kienet mal-konvenuta kkonfermat din il-verzjoni. Gew prezentati affidavits ta' Alfred Debono u Thomas Azzopardi li t-tnejn ikkonfermaw il-verzjoni tal-konvenuta.

Ikkunsidra li huma l-atturi li kellhom jipprezentaw provi sabiex juru li l-konvenuta kienet responsabbli ghall-incident. Illi ezatt wara l-habta l-persuna li kienet qiegħda ssuq il-vettura tal-attur qalet li ma setghatx tghid jekk il-konvenuta kienetx “stationary” jew “moving forward”. Diversi xhieda qalu li l-konvenuta ma kientex qiegħda ssuq fil-mument tal-habta.

Huwa maghruf li:

Kopja Informali ta' Sentenza

“F’kawza civili l-attur li jallega li xi haga gratlu b’tort tal-konvenut irid jipprova huwa a sodisfazzjoni tal-Qorti li l-konvenut kellu tort. Jekk l-attur ma jgibx dina l-prova l-azzjoni tieghu ma jistghax ikollha ezitu favorevoli, anke jekk il-konvenut ma jipprovax – ghaliex legalment mhux obbligat li jipprova – li l-incident ikun gara tort tal-attur. Dan mhux ghaliex it-tort ghall-incident ikun tal-attur imma semplicement ghaliex ma jkunx irnexxielu jipprova dak li allega bhala bazi tal-azzjoni tieghu (Mallia Vs Anastasi PA 3/10/1996 u Zammit Vs Petrococchino Appell 25/2/1952).

Certament il-fatt li l-konvenuta kienet ipparkjata fejn mhux suppost ma jffisirx li hi kienet responsabbli ghall-incident. Dan it-Tribunal irid jara x’kienet il-kawza prossima tal-incident u mhux il-vjolazzjonijiet tar-regolamenti tat-traffiku.

Illi f’din il-kawza l-atturi ma gabux provi biex juri li l-konvenuta kienet responabbli ghall-incident ghaldaqstant, it-talba attrici hi michuda bl-ispejjez kontra l-istess atturi.

< Sentenza Finali >

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