

Kopja Informali ta' Sentenza



TRIBUNAL GHAL TALBIET ZGHAR

**GUDIKATUR DR.
PETER BORG COSTANZI**

Seduta tat-3 ta' April, 2007

Talba Numru. 72/2007

Notice Number: 72/07PBC

Notary Dr Carmelo Lia (206532 (M))

Vs

**Kim David Reid and his wife Miriam
Reid**

The Tribunal

Having seen the application whereby plaintiff requested the defendants to pay the sum of eighty eight Maltese Lira (Lm88) representing compensation for notarial services given by plaintiff to the defendants at their request.

Pagna 1 minn 3

Qrati tal-Gustizzja

Having seen the reply filed by the defendants on the 6th of March 2007, whereby they stated that they were contesting on the following grounds namely, that they asked for full legal VAT invoices as they deemed that plaintiff's invoices has no VAT payable and no VAT registration number. Furthermore they also stated that the Notary only completed part of his obligations whereby he only sent the contract to Bank of Valletta but did not send the copy to defendants. They further stated that they tried to resolve the matter through plaintiff's son on a number of occasions. They also stated that even in the Court room they tried to resolve the VAT invoice issue. They also exhibited a number of documents.

The Tribunal heard the evidence of Notary Carmelo Lia and noted that on the sitting of the 27th of March, 2007 the defendants failed to appear and the case was put off for judgement for today and that no requests have been made asking the Tribunal to suspend judgement.

The Tribunal thereby considers that

On the basis of the evidence and documentation submitted it results that Notary Carmelo Lia rendered services to the defendants in that the defendants signed a loan agreement with Bank of Valletta plc on the 20th of November, 2006 and for these services Notary Lia issued a request for payment on the 22nd of November claiming the amount of eighty eight Maltese Lira (Lm88) which represents as to thirteen Maltese Lira (Lm13) for searches, twenty Maltese Lira (Lm20) for the registration of hypothec, fifteen Maltese Lira (Lm15) for five notes of cancellation of former loans and forty Maltese Lira (Lm40) representing Notarial fees. The defendants state that they have not received a VAT invoice, that they did not receive a copy of the deed of loan, however they do not contest the fact that they have not actually paid. From the correspondence exhibited by them it seems that they are in fact claiming the sum of fifty five Maltese Lira (Lm55) for loss of wages but no counter claim was filed.

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Having examined all the documents and records of the case it is amply clear that Notary Lia gave his services to the defendants and the defendants have not paid. The Notary is entitled to be paid. No VAT has been charged because, as stated by Notary Lia on oath, he is VAT exempt.

On the basis of the above the Tribunal deems that the defendants refusal to pay is not justified. In order to request payment it is not necessary for Notary Lia to issue a VAT invoice – a simple request for payment is enough. However, upon payment, he is bound to issue a VAT receipt within 15 days of payment. If he fails to do so the defendants would be justified in reporting the matter to the VAT authorities and also file separate judicial proceedings

Consequently, on the basis of the above the Tribunal hereby determines the case by acceding the plaintiff's claim and hereby orders the defendants to pay to plaintiff the sum of eighty eight Maltese Lira (Lm88). Litigation costs and fees are also to be borne by the defendants.

< Sentenza Finali >

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