



**QORTI TAL-MAGISTRATI  
(GHAWDEX)  
(GURISDIZZJONI SUPERJURI)  
(SEZZJONI GENERALI)**

**MAGISTRAT DR.  
JOSETTE DEMICOLI**

Seduta ta' l-14 ta' Jannar, 2014

Citazzjoni Numru. 76/2011

**HK Design Limited**

**vs**

**Sabine Schaller**

The Court;

By virtue of the sworn application filed on the 26<sup>th</sup> September 2011, plaintiff company asked the Court to order defendant to return the furniture items listed or if this were not possible to order defendant to pay to plaintiff company the sum of fourteen thousand three hundred and seventy four euro (€14,374) with interests from the date of the judicial letter. This furniture was handed over to defendant during the period of time she worked with the company so that she would sell this furniture to potential

clients. Plaintiff company also sought for damages suffered as a consequence of the fact that such furniture was retained and thus could not be sold. Moreover, plaintiff company asked for the return of samples and documentation which was handed to defendant during her employment with the company. Finally, plaintiff company asked this Court to order defendant to delete from her personal computer all documents relative to her job with the company under the supervision of a court appointed expert.

The sworn application, the documents and the notice of hearing of the case were notified to defendant personally on the 4<sup>th</sup> October 2011. No sworn reply was filed. Subsequently, defendant filed an application on the 30<sup>th</sup> January 2013 asking the Court to be authorized to file a sworn reply in terms of article 158 of Chapter 12 of the Laws of Malta since she sought to justify her being in default.

By virtue of a decree dated 24<sup>th</sup> September 2013, this Court rejected such request.

Having seen the acts and documents of this case.

Having seen that this case was adjourned for judgement.

Considerations:

The parties have reached an amicable settlement and asked the Court to incorporate the same agreement in a judgment in accordance with the note filed by them.

By virtue of the joint note filed dated 6<sup>th</sup> December 2013, the parties have declared the following:

*(1) Defendant is admitting the judicial demands in paragraphs (i), (iv), (v), (vi) and (vii) of the sworn application and consequently she is agreeing to pay to plaintiff company in full and final settlement the total amount of eight thousand euro (€8000) being the value of the furniture retained by defendant as well as damages*

*sustained by plaintiff company since the items retained by defendant could not be sold by plaintiff company;*

*(2) This amount is to be paid by defendant to plaintiff company in eight equal monthly instalments, the first payment being due on the 1<sup>st</sup> December 2013. Subsequent payments shall be due on the first (1<sup>st</sup>) day of each month;*

*(3) Should defendant fail to pay the full amount of any instalment when it falls due, defendant will lose the benefit to pay in instalments and the pending balance would become due in its entirety from the date of default. Interests at the rate of eight per cent per annum (8%) would also be charged from the date of default up to the date of effective payment;*

*(4) As regards the expenses related to the court case, each party is to bear his own costs. Any counter-warrants which would need to be issued would have to be issued at defendant's expense;*

*(5) In view of the above settlement, plaintiff company is withdrawing the requests in paragraphs (ii), (iii), (viii), (ix) and (x) of the sworn application.*

Thus, the Court whilst confirming the transaction reached by the parties reflected in the joint note dated 6<sup>th</sup> December 2013, under the same terms and conditions,

(1) whilst abstaining to take cognizance of the requests in paragraphs (ii), (iii), (viii), (ix) and (x) of the sworn application,

(2) accedes to the judicial demands in paragraphs (i), (iv), (v), (vi) and (vii) of the sworn application and consequently condemns defendant to pay to plaintiff company in full and final settlement the total amount of eight thousand euro (€8000) being the value of the furniture retained by defendant as well as damages sustained by plaintiff company since the items retained by defendant could not be sold by plaintiff company.

Kopja Informali ta' Sentenza

This amount is to be paid by defendant to plaintiff company in eight equal monthly instalments, the first payment being due on the 1<sup>st</sup> December 2013. Subsequent payments shall be due on the first (1<sup>st</sup>) day of each month.

If defendant fails to pay the full amount of any instalment when it falls due, defendant will lose the benefit to pay in instalments and the pending balance would become due in its entirety from the date of default. Interests at the rate of eight per cent per annum (8%) would also be charged from the date of default up to the date of effective payment.

Each party is to bear his own expense when it comes to the expenses related to this case.

**< Sentenza Finali >**

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