



MALTA

TRIBUNAL GHAL TALBIET ZGHAR

GUDIKATUR DR.

VINCENT GALEA

Seduta tas-17 ta' Settembru, 2014

Talba Numru. 785/2012

Frank GALEA

Vs

John McDonald

The Tribunal,

Having seen the Notice of Claim put forward by the applicant on the 26th November, 2012 by means of which he requested the Respondant to pay him the sum of one thousand two hundred and twenty five euro [€1,225] and this after stating:

“L-attur qed jitlob li dan it-Tribunal jordna lill-konvenut is-somma ta’ elf mitejn u hamsa u ghoxrin euro (1225) rappreżentant arretrati fuq kont tad-dawl u ilma fuq il-fond St. John House, Triq San Aristarku, San Pawl il-Bahar liema fond kien mikri lilek mill-mittenti u li sal-lum

ghadek ma hallastx il-kontijiet pendenti tad-dawl u ilma li hemm fuq dan l-fond u li jirreferu ghal konsum li ghamilt int.

Bl-ispejjez u l-imghax legali kontra l-konvenut sad-data tal-pagament effettiv”.

Having seen the Reply filed by the Respondant on the 5th February, 2013 by means of which he replied thus to the Claim put forward by the Applicant:

“1) Preliminarjament qed jigi eccepit l-inkompetenza ta’ dan it-Tribunal;

2) Illi l-ammont mitlub ta’ elfejn mitejn u hamsa u ghoxrin euro (€1,225) f’kontijiet ta’ dawl u ilma ma jappartjenux kollha lill-konvenut huwa ilu joqghod fil-fond “St. John House, Triq San Aristarkus, San Pawl il-Bahar;

3) Illi l-attur kien jaf u konxju li l-ammont mitlub huwa wiehed esagerat u ma waslux li jkun hemm soluzzjoni mhux min naha tal-konvenut;

4) Illi ghalhekk l-konvenut ma ghandux isofri l-ispejjez ta’ din il-procedura u l-interessi;

5) Bl-ispejjez”.

Having seen the note of the 5th of February, 2013 whereby the Tribunal acceded to the request to hold these proceedings in the English language;

Having seen the said note whereby the Respondant stated that “... *he used to lease the premises St. John House, St. Aristarkus Street, Saint Paul’s Bay, and any arrears, if due, occurred during the rental period of the property in question*” (fol. 12).

Having seen the preliminary judgement of the Tribunal dated 8th January, 2014;

Having seen the note of the 22nd May 2014 were the case was put of for judgement for today.

Having seen the Acts;

Considers:-

1. On the 28th of February, 2014 Claimant gave evidence and stated that he leased out the property named St. John House in St. Aristarcus Street, St. Paul’s Bay to the Respondant. He stated that “... *defendant left the property without informing me and left me facing a bill with regards to water and electricity to the amount of one thousand two hundred and twenty five euro (€1,225)*” (fol. 39). Claimant went on to exhibit two receipts issued by ARMS Ltd dated 18th October 2012 for €225.70 (fol. 41) and 1st November, 2012 for €1,001.70 (fol. 43) respectively. Claimant stated that when he asked the Respondant to pay these bills, he told him “... *that he did not owe me any Money and cut the phone*” (fol. 40).
2. This is all the evidence produced in these proceedings. Respondant had every opportunity to put forward his evidence but did not do so and his lawyer Dr. Caroline Farrugia rightfully so, renounced to his brief due to the fact that Respondant had for a long time not communicated with her.

3. In view of the evidence produced, Respondant's declaration made on the 5th of February 2013 and having seen all the documentation put forward, the Tribunal is going to accede to the request put forward by the Claimant.

The Tribunal, in view of all the above, whilst declaring that Respondant's replies are unfounded in fact and at law, accedes to the claim made by the Claimant and condemns the Respondant to pay to the Claimant the sum of one thousand two hundred and twenty five euro (€1,225) together with interests according to law from the 26th November 2012.

Costs are to be borne by the Respondant.

< Sentenza Finali >

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