

**Case law****Case Details**

**National ID:** Godfrey Aquilina noevs.Vincent and Guliana spouses Borg

**Member State:** Malta

**Common Name:** N/A

**Decision type:** Other

**Decision date:** 19/03/1997

**Court:** Qorti Civili Prim' Awla (Court of first instance)

**Subject:**

**Plaintiff:**

**Defendant:**

**Keywords:** Case law Malta English

**Directive Articles**

Doorstep Selling Directive, [Article 5](#)

**Headnote**

1. During the cooling off period of 15 days the contract of sale is suspended and may not be enforced by the vendor.

(Note: these points are based on the law as it was prior to the 2000 amendments to the Doorstep Contracts Act)

2. Once the cooling off period lapses the contract of sale becomes definitive and may only be cancelled if the consumer has a valid reason at law.

(Note: these points are based on the law as it was prior to the 2000 amendments to the Doorstep Contracts Act)

**Facts**

The trader as plaintiff was requesting the full payment of books with interests and court expenses further to a doorstep contract made with the defendants in June 1995. The consumers refused to pay, claiming that the contract was cancelled in accordance with article 8 of the Door-to-Door Salesmen Act and that the agreement was vitiated due to an error in the consent.

**Legal issue**

The Court held that the Door-to-Door Salesmen Act is aimed at guaranteeing protection to the consumer who, without having been forewarned and without having taken any personal initiative, encounters a person at his doorstep who offered merchandise for sale. The primary aim of the law is to grant the possibility to the consumer to rethink any consequent purchase that he may have made.

This is the reason why a cooling off period is granted. During this period the contract of sale is suspended and may not be enforced by the vendor. However, once the term has lapsed and the consumer fails to make recourse to the cancellation option, the contract becomes definitive and complete for the purposes of the Civil Code.

In this case the court observed that the postage stamp on the cancellation letter indicated that the cancellation has been sent after the stipulated fifteen day period. For this reason, the Court held in favour of the plaintiff.

**Decision**

Full text: [Full text](#)

**Related Cases**

No results available

**Legal Literature**

No results available

**Result**