

Case law**Case Details****National ID:** 3/2014**Member State:** Malta**Common Name:** Mizzi vs B4 Textiles Company Ltd.**Decision type:** Administrative decision in appeal**Decision date:** 29/07/2015**Court:** Court of Appeal (Civil, inferior)**Subject:****Plaintiff:** Frankie Mizzi**Defendant:** B4 Textiles Company Ltd.**Keywords:** cessation of contract, consumer rights, performance, repair, replacement**Directive Articles**Consumer Sales and Guarantees Directive, [Article 2, 2., \(d\)](#) Consumer Sales and Guarantees Directive, [Article 3, 3.](#)**Headnote**

(1) The fact that goods are considered 'low budget' cannot exclude the reasonable expectation that the consumer has towards the quality and performance which are normal in goods of the same type.

Facts

The plaintiff bought a bedroom from the defendant company, and not long after delivery various defects started to appear in the furniture. The defendant company tried to repair the furniture but the defects remained and when the defendant company offered to repair them for a second time the plaintiff refused. Thus the plaintiff instituted proceedings in the Consumer Claims Tribunal, asking for a refund of the price paid for the bedroom and the Tribunal found for the plaintiff. The defendant company appealed such decision on the basis that the Tribunal made a wrong interpretation of the merits and that the damages awarded to the plaintiff, amounting to €2415, were disproportionate.

Legal issue

The Court of Appeal confirmed the decision of the Tribunal. Although agreeing that the defendant company gave all the necessary attention to the plaintiff's complaints, the court argued that the same company failed to fulfil its obligations in line with Article 73(1)(d) of the Consumer Affairs Act (which implements Article 2(2)(d) of Directive 1999/44/EC) to ensure that the goods "show the quality and performance which are normal in goods of the same type and which the consumer can reasonably expect." It then emphasised that although the goods were deemed to be 'low budget' this fact alone cannot exclude the aforementioned reasonable expectation.

Seeing as the consumer tried to repair the goods, the court found that the plaintiff had no other choice but to seek the remedy of rescission of the contract, being satisfied that the plaintiff exhausted all other remedies in line with Article 76 of the Act, which implements Article 3(5) of Directive 1999/44/EC.

Decision

(1) Are low budget products expected to exclude an expectation of quality and performance as required by Article 73(1)(d) of the Consumer Affairs Act, which implements Article 2(2)(d) of Directive 1999/44/EC?

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Result

The defendant's appeal was rejected and the appealed decision was confirmed by the court.