

No Liability can be Attributed to a Gas Supplier upon occurrence of a Gas Explosion resulting from a Gas Consumer's Negligence

**Sharon Shefer, Adv. Sigal Avshalom, Adv.
Levitan, Sharon & Co.**

C.C. 33092-02-17 Alon Aloaluf v. Lea Even
& Others (10.11.21)

On 10th November 2021, the Magistrates Court of Petah Tiqva (Judge Oshrit Rotkopf) dismissed a Claim filed by Mr. Alon Alaluf (hereinafter: **Plaintiff**) against Supergas Israel Gas Distribution Ltd. (hereinafter: **Supergas**), who were represented by Levitan, Sharon (Sharon Shefer and Sigal Avshalom), and determined that the Defendant is not liable for the incident.

The Facts

On 4th March 2015 a gas explosion occurred followed by a fire, at one of the residential units located in a residential complex in the Sha'ar Yevsuv Settlement, (hereinafter: **the event**).

As a result of the event, a tenant living in the unit where the explosion took place, died from his injuries several weeks afterwards (hereinafter: "**the deceased**"). Property damage was caused both to the deceased as well as to Plaintiff's residential units.

In February 2017 Plaintiff filed a Statement of Claim in the Magistrate Court of Petah Tiqva, arguing that as a result of the event, he sustained mental disability and suffers from property damage.

Plaintiff's Arguments

According to the Statement of Claim, on the morning of the event, Plaintiff smelled a strong gas odor in the bathroom of his residential unit. He therefore left his unit in order to locate the source of this odor, and also tried to inform the owner of the residential complex in this matter, without success.

Shortly after Plaintiff returned to his unit an explosion occurred, following which Plaintiff heard his neighbor, the deceased, calling for help. Plaintiff went to the deceased's unit in order assist in his rescue from the unit, while both of the residential units were on fire.

Plaintiff argued that Supergas provided the gas services for the residential complex, including the residential unit of the deceased in which the explosion

occurred. Therefore, Plaintiff argued that the gas explosion and the fire were caused due to the negligence of Supergas and/or its employees.

This claim was filed also against the Estate of the Deceased, the owner of the residential complex and its insurer, as well as against a gas technician who provided gas services to the owner of the complex.

Supergas's Arguments

Supergas argued that the claim should be dismissed in limine, due to lack of cause of action and/or privity, considering the findings of the investigation conducted by the relevant authorities shortly after the event (Fire and Rescue Services, Ministry of National Infrastructure and Israel Police), indicating that at the deceased's residence there were a number of gas appliances, while in practice there was only one gas valve.

Supergas argued that these findings indicate the negligence of the deceased who chose to independently and unprofessionally disconnect the gas pipe connected to the single gas valve located in his living room and connect it to different gas appliances.

It was further argued that the findings of the investigation show that the deceased used a gas stove by connecting it to the gas valve placed in the kitchen wall using a long flexible pipe that stretched from the kitchen wall up to the center of the living room. All this, despite the danger inherent in the disconnection and independent connection of the gas

and hence argued that the actions of the deceased led to the unfortunate event and Supergas bears no liability.

Moreover, Supergas argued that gas system as presented to it in the 2 inspections carried out by Supergas at the site in 2012 (mandatory by law to be carried out every five years) was found to be in order.

The Magistrate Court Judgment

On 10th November 2021, the Magistrate Court of Petah Tiqva handed down a Judgment according to which it dismissed the claim filed against Supergas, and determined that it is not liable for the incident.

The Court determined that under the circumstances, the liability for the gas leak, the gas explosion and the fire, should be imposed solely on the deceased.

The Court based its determination on the following:

1. The existence of a single gas valve in the deceased's apartment, as stated, inter alia, in the expert opinion issued on behalf of the fire department shortly after the event.

2. Findings from the scene of the incident, described in the fire investigator's opinion issued on behalf of the fire department, as well in the expert opinion issued by Eli Heine, according to which two gas appliances were found at the deceased's apartment - a cooking range (on top of an oven) found in the kitchen and a heater with severe heat damage and signs of heat and deformation.
3. **The Court determined that the findings that were located at the scene shortly after the incident, and in particular the finding regarding the presence of the heater, denies the starting point of the expert opinion filed on behalf of the deceased's estate, where it was stated that the heater was found in the yard.**
4. Plaintiff's testimony, which was given on several occasions, including shortly after the event, according to which during one of his visits at the deceased's unit, a few months prior to the event, he noticed that the deceased used the gas heater in order to heat his apartment. According to Plaintiff's testimony, this heater was connected to a flexible pipe that was connected to the sole gas valve that existed in the deceased's unit.

The Court noted that on the face of it, the findings in the expert's opinion on behalf of the Estate's stem from the fact that the expert visited the scene about 9 days after the incident, hence he could not indicate that the heater was placed in the deceased's apartment as it was placed outside the residence.

The Court determined that since there is no indication of any defect in the gas system of the apartment complex, and in the gas system relevant to the deceased's unit in particular, the source of the gas expansion that led to the explosion and fire was in the connection and disassembly initiated by the deceased, of the gas pipe in accordance with his use of the stove, of the combined stove or the use of the heater (whether it was a one-time connection or whether it was a connection and disassembly made alternately for the purpose of using the two above appliances).

Supergas Lack of Liability:

The Court determined that Supergas fulfilled its obligation under the regulations, according to which it is required to examine the gas system once every five years.

The Court referred in this matter to the fact that the last periodic inspection conducted by Supergas's gas technician was in July 2012, while the gas leak that led to the event occurred prior to the

date of the next periodic inspection, which should have been in July 2017.

In addition, the Court determined that there is no causal connection between Supergas examination dated July 2012 and the gas leak that occurred more than two and a half years later.

Given the above, the claim against Supergas and the other defendants was

dismissed, while the Estate of the deceased was ordered to pay Plaintiff a total amount of ILS 121,227. In addition, the Estate of the deceased is required to pay Plaintiff's lawyer's fees and costs.

Recently the Estate of the deceased as well as Plaintiff appealed this judgment.



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