



**CIVIL COURT
(Family Section)**

MR. JUSTICE ROBERT G. MANGION

Today the 31st May 2018

Sworn Application No 63 / 17RGM

Number on list: 22

A B C

vs

D C

The Court,

Having seen the sworn application presented by the plaintiff in virtue of which she premised and subsequently made the following demands:-

1. That the parties were married on the 11th March 2013 and from this marriage a child, Tiffany C was born on the 17th May 2013;
2. That the parties' marriage has irretrievably broken down and marital life is no longer possible as a result of irreconcilable differences and other serious reasons contemplated at Law;
3. That in fact, plaintiff and her husband have been separated ever since the child was seven months old;
4. That although defendant had informed her that he had overcome his drug problem, plaintiff has serious doubts whether today it is true that defendant has indeed overcome this problem since his appearance and behaviour give the impression that he is under the influence of drugs;

5. That the defendant also failed to attend various mediation sessions that were to be held between the parties, and even failed to appear before the Criminal Court when he was scheduled to attend;

6. That the defendant is also failing to observe the terms of the decree given by this Court, bearing number 816/16, on the 28th June 2016, in virtue of which he was ordered to pay the sum of two hundred Euro (€200) every four weeks as maintenance for the parties' minor child;

7. That defendant makes it hard for plaintiff to contact him, thus causing her difficulties when it comes to obtaining his signature regarding certain decisions concerning their minor child, including school registration;

8. That the parties do not possess any common assets forming part of the community of acquests;

9. That in virtue of a decree given by the Civil Court Family Section, plaintiff was authorised to proceed with this suit in order to obtain a personal separation from defendant;

Therefore, in view of the above, plaintiff request this Court to:

1. Pronounce the personal separation between the parties due to the irretrievable breakdown of the marriage and the fact that married life between them is no longer possible as a result of irreconcilable differences and other serious reasons contemplated at Law;

2. Order the dissolution of the community of acquests existing between the parties, liquidate the said community of acquests and divide same equally between the parties as the case may be;

3. Apply against defendant all the effects of Articles 48 and 51 of Chapter 16 of the Laws of Malta where applicable.

4. Order that the care and custody of the minor child is entrusted exclusively to plaintiff and in the circumstances authorise plaintiff to take all decisions regarding the minor child, without the need for defendant's intervention;

5. Order defendant to pay maintenance even in the amount indicated in this Court's decree, together with all arrears due from the date of the said decree;

With costs against defendant.

Having seen the sworn reply presented by defendant, which states the following:-

1. That he does not oppose plaintiff's first two demands, not even the demand for payment of maintenance due according to the decree of this Court bearing number 816/16, together with all arrears due.
2. That defendant at present opposes plaintiff's demand that the care and custody of the minor child is entrusted exclusively to said plaintiff although he is prepared to discuss the matter with plaintiff.

Having seen that defendant's sworn reply, filed on the 28th July 2017, was filed after the lapse of the time-limit allowed by law;

Having seen the application filed by defendant on the 28th July 2017 whereby he requested the Court's authorisation to file his sworn reply bearing the same date at fol. 26, and plaintiff's objection¹ to this request;

Having seen its decree dated 13th June 2017 where it acceded to plaintiff's request to have the proceedings heard and acts filed in the English language;

Having seen its decree of the 26th September 2017 whereby it appointed Dr. Anna Mallia, at the provisional expense of both parties, as court expert in order to assist the parties negotiate a structure for the exercise of access by the defendant to the parties' minor child and possibly all other matters relating to the said minor child;

Having seen the report filed by court expert Dr. Anna Mallia on the 11th October 2017;

Having seen the joint note filed by the parties during the hearing of the 18th April 2018 containing the terms and conditions of the agreement reached between them, and having seen also the request made by both parties for the case to be adjourned for judgement on the basis of such an agreement;

Having seen and heard the evidence;

Having seen all the acts of the case and all other decrees given in the proceedings;

Having seen that the cause has been adjourned for today for judgement;

¹ 8th August 2017.

Having seen also that defendant's application of the 28th July 2017 has also been adjourned for today for decision;

Makes the following considerations;

This is a cause for personal separation filed by plaintiff against defendant, citing as grounds for the separation, the irretrievable breakdown of the marriage and irreconcilable differences between the parties. Plaintiff requests that the care and custody of the parties' minor daughter is entrusted to her, that she is allowed to take all decisions concerning the minor child and that defendant is condemned to pay maintenance and all arrears in accordance with the terms and conditions of the decree dated 28th June 2016.

Having considered;

That although defendant is technically contumacious in these proceedings, he declares to have no objection to the plaintiff's first two demands and the demand for the payment of maintenance, while he objects to the demand that plaintiff is authorised to take alone all decisions relating to the parties' minor child.

Defendant, while admitting that his reply was filed after the lapse of the term allowed by Law, requested by means of an application filed on the 28th July 2017, that the Court allows the presentation of his sworn reply which was, in any event, filed on the same date and is found at fol. 26. In view of the fact that the parties eventually reached an agreement on most aspects of the case, the Court deems that it is no longer necessary to provide regarding defendant's request for the admission of his sworn reply.

Evidence

Plaintiff gave evidence by means of an Affidavit² filed on the 4th July 2017. She declared that parties were married on the 11th March 2013 and their daughter Tiffany was born on the 17th May 2013. On the 13th December 2013, when the minor child was seven months old, plaintiff left the matrimonial home because her husband was a heavy drug user.

Plaintiff explained that she was not aware before the marriage of her husband's drug problems and although she used to see him swallowing pills, her husband used to claim that he needed these for a stomach problem. When she noticed that

² Fol. 22 *et seq.*

many items had gone missing from their home, including jewellery, her laptop and other items of value, defendant claimed that the apartments in the block had all been robbed. When however plaintiff discovered a needle and other items connected with drug use, she took the pills that she had seen her husband consuming, to the pharmacy where she learnt that these were prescription drugs prescribed to very heavy drug users. When she confronted her husband, he promised that he had stopped using drugs and was taking the pills to help him overcome this drug habit.

However, according to plaintiff, after a short time, defendant had sold everything from their household and she ended up having no money to buy formula milk for their child. She explained that her husband began to return home very late from work and that he had become very distant. When she managed to check his phone realised that he was having an affair with another woman and also found a needle hidden at home. Plaintiff decided to leave the house with her daughter at that point and explains that defendant never saw his daughter again since.

She explained that the child has always lived with her, and defendant has made no contact whatsoever, not even in order to see his daughter. She described the difficulties she faces with the child's schooling, travel and matters relating to social services due to the fact that defendant often cannot be found in order to obtain his signature, and he has even been detained in prison. Since the child has no contact with and no relationship with her father, whom she does not know at all, plaintiff explained should he be allowed to exercise access to the minor child, this should be exercised under her supervision only and never in prison should defendant be detained there.

Plaintiff also declared that despite the court decree dated 28th June 2016, which ordered defendant to pay the sum of €200 every four weeks for the parties' minor child, he only paid this sum in June 2016 and never again, also since he has been detained in prison. She also declared that she has recently commenced a new employment and is forfeiting her right to receive maintenance from her husband.

Regarding the community of acquests, plaintiff explained that the parties possess no common property and there are no common liabilities. Moreover, after their marriage, they used to reside in a rented property until plaintiff left the matrimonial home in 2013. She also declared that her husband does not owe her anything apart from the maintenance due for their minor daughter.

Although **defendant testified before the Court on the 11th April 2018**, his evidence is limited to his request, by virtue of the application dated 28th July 2017, for authorisation to file a sworn reply, and to the matter of his working

schedule, where he identified possible days and times for the exercise of access to the minor child.

Having considered;

That by means of a joint note filed in the acts of the proceedings³ during the hearing before the Court on the 18th April 2018, the parties declared that they reached an agreement between them on certain aspects of the separation and requested that the cause is adjourned for judgement on the basis of this agreement which is being reproduced as follows:-

1. Illi hemm qbil bejn il-partijiet illi l-kura u kustodja tal-minuri hija fdata f' idejn l- omm u r-residenza primarja u ordinarja tal-minuri hi mal-omm, il-kura u l-kustodja tal-minuri ghandha tigi fdata esklussivament f'idejn l-omm u l-istess jinghad ghad- decizjonijiet ta' natura ordinarja li jikkoncernaw it-trobbija tal-minuri;

2. Illi fir-rigward tal-access, il-kontendenti jintrabtu li jkunu flessibbli u liberi fl-ezercizzju tal-istess u dana b' kont tal-ezigenzi tal-minuri u tal-istess kontendenti;

3. Illi fir-rigward ta' decizjonijiet, partikoiarment dawk li jirrelataw kwistjonijiet edukattivi u dawk extra-kurrikurarii, dawn ghandhom jittiehdu esklussivament mill- omm minghajr il-htiega ta l-kunsens u/jew firma tal-missier, nonostante il-missier ghandhu d-dritt illi jitlob informazzjoni dwar il-minuri fl-imsemmija decizjonijiet mehuda mill-omm;

4. Illi l-kontendenti jaqblu illi fir-rigward tar-retta alimentarja mensili, il-missier ghandu jikkontribwixxi bhala manteniment is-somma ta' mitejn u hamsin Ewro (€250), versu l-omm, liema hlas jinkludi spejjez konnessi ma' sahha, edukazzjoni, attivitajiet extra-kurrikurali, ike l, hwejjeg fost l-ohrajn, liema cifra ghandha tizdied kull hames (5) snin b'rata ta' hamsin (€50) Ewro fuq l-ammont suriferit, b' rifless ghall-htigijiet tal-minuri;

5. Illi fir-rigward ta' decizjonijiet ordinarji li jikkoncernaw is-sahha tal-minuri, l- imsemmija ghandhom jittiehdu mill-omm minghajr il-htiega tal-kunsens u/jew firma tal-missier, nonostante il-missier ghandu jigi nformat dwar is-sahha tal-minuri f' kaz ta' mard jew jekk il-minuri tigi rikoverata l-isptar;

6. Illi fir-rigward ta' decizjonijiet straordinarji li jikkoncernaw is-sahha tal-minuri, dawn ghandhom jittiehdu konguntivamen bejniethom. Salv illi fkazijiet

³ Fol. 35 et seq.

ta' natura urgenti li jirrikjedu emergenza, kull parti ghandha d-dritt illi tezercita dawk il-mizuri kollha necessarji fic-cirkustanzi, b' dan illi l-parti l-ohra ghandha tigi nfirmata minnufih;

7.Illi l-esponenti jaqblu illi l-omm esklussivament tintrabat illi tiffirma l-applikazzjoni ghat-tigdid tal-passport tal-minuri bhala ommha u dana minghajr il-kunsens jew htiega ta' firma tal-missier, u liema passaport ghandhu jinzamm dejjem mill-omm;

8.Illi fir-rigward ta' safar, il-kontendenti jaqblu illi l-omm hi awtorizzata illi ssifer flimkien mal-minuri barra mill-Gzejjer Maltin ghall-massimu ta' hmistax - il gurnata kull darba u dana dejjem wara li jintalab il-kunsens tal-missier, kif ukoll jigu fornuti d-dettalji kollha tal-vjagg u n-numru/i ta' fejn il-minuri tkun tista' tigi kkuntatjata.

Having considered;

That the aspects of the separation that are not covered by the agreement reached between the parties, relate to the grounds for the pronouncement of the separation and the responsibility of the parties, or either of them, for the separation, the application of the sanctions requested by plaintiff against defendant and the liquidation of the community of acquests. These aspects of the separation are therefore to be determined by the Court.

Responsibility for the Separation

The parties were married on the 11th March 2013 and when these proceedings were instituted on the 17th March 2017, four years had already elapsed from the date of marriage. Plaintiff is therefore entitled to request, as she did in her first demand, that the separation is pronounced on the ground mentioned in Article 40 of the Civil Code, that is, that the marriage has irretrievably broken down. Indeed it is uncontested that plaintiff left the matrimonial home in December 2013 after only nine months of marriage, never to return.

However, in view of plaintiff's third demand, that is the application of the sanctions contemplated in Article 48 and 51 of the Civil Code, in respect of defendant, the Court deems it necessary for the determination of such demand, to examine whether any of the grounds for separation contemplated in Articles 38 *et seq.* result from the evidence adduced in this case. This exercise is also necessary in view of plaintiff's first demand for the pronouncement of personal separation "for other serious reasons contemplated at Law".

It results from plaintiff's testimony that defendant was a heavy drug user who maintained his habit during the marriage despite promising his wife that he had overcome his drug addiction, and after having also concealed his drug problem from her before the marriage. During the marriage, in order to sustain his addiction, defendant also sold off, unbeknown to his wife, many of her belongings, failed to provide for their minor child and also left his wife penniless. Plaintiff stated that this state of affairs led her to leave the matrimonial home only nine months into the marriage. It is also clear from the evidence produced by plaintiff that the parties did not maintain any contact between them after that, and that defendant never made any attempt to have access to the parties' minor child or even contributed towards the child's maintenance. Defendant confirms in his testimony that he was incarcerated for several months as a result of his drug addiction.

Having considered;

That with regard to the grounds for separation mentioned in Article 38 and 40 of the Civil Code, the Court finds no evidence of adultery or desertion on the part of either of the spouses, and although it results that plaintiff did leave the matrimonial home for over two years, the Court finds that she had good grounds to do so.

As far as the grounds mentioned in Article 40 of the Civil Code are concerned, that is excesses, cruelty, threats and grievous injury, the Court refers to the relevant case-law on the matter, where it has been held that:-

*“Biex il-Qorti taccetta dawn ir-ragunijiet, jew kwalsiasi wahda minnhom, trid tara li dawn ikunu tali li jirrivestu l-azzjoni proposta u min jaghmilhom hu hati taghhom. Il-kwistjoni hi wahda ta' fatt imhollija fil-valutazzjoni ta' min irid jiggudika, izda meta jirrizultaw, ghandhom indubbjament jiformaw motiv ta' separazzjoni in kwantu jirrendu l-konvivenza komuni difficli jekk mhux impossibbli. Illi 'noltre il-Qorti tirrileva li kif inhu pacifiku “perche` il coniuge offeso possa domandare la separazione contro il coniuge colpevole non e`necessario che concorrono gli eccessi, le sevizie, le minaccie, e le ingiurie gravi, ma qualunque di tale cause da sola basta, perche`sia tale da violare profondamente i riguardi della convivenza coniugale” – “**Elisa Thompson vs Edward Thompson**” (Prim'Awla tal-Qorti Civili, 12 ta' Mejju 1925);”⁴*
[sottolinejar ta' din il-Qorti]

Relevant jurisprudence draws a distinction between excesses and cruelty as grounds for personal separation:-

⁴ P.A. 27th November 2003: *Maria Dolores sive Doris Scicluna v. Anthony Scicluna*.

*“Gli eccessi sono atti di violenza compiuti da uno dei coniugi verso l’altro e che possono porre in pericolo la salute e per fino la vita della vittima. Le sevizie rappresentano una attenuazione degli eccessi. Consistono in cattivi trattamenti, in vie di fatto che, pur senza minacciare la vita o la salute, rendono pero’ insopportabile la coabitazione”.*⁵

On the other hand:-

*“Sevizie sono quegli atti di crudelta’ verso il coniuge che, se non ne mettono in pericolo la vita, nondimeno quasi quotidianamente lo tormentano”.*⁶

In a judgement of the 10th December 1951, the Court of Appeal⁷ defined cruelty (“*mohqrija*” jew “*sevizzji*”) as follows:

“Huma sevizzji dawk l-atti abitwali li joffendu l-persuna u l-animu tal-konjugi li lili huma diretti, u li jaslu biex joholqu ezarcerbazzjoni f’dak il-konjugi hekk offiz, u avverzjoni profonda ghall-konjugi l-iehor li jikkommetti dawk l-atti.”

Moreover, in its judgement in the names *Maria Mifsud vs Vincenzo Mifsud*⁸, the Court reaffirmed that:-

“Certi fatti, kliem u modi ta’ azzjoni jew atteggiamenti illi jistghu jirrendu l-hajja komuni insopportabbli, huma ritenuti mid-dottrina bhala sevizzi”.

As far as grievous injury is concerned, it has been held:-

*“... l-ingurji gravi ma gewx specifikament dezinjati mid-duttrina, imma l-karattru generali taghhom gie dejjem imholli fis-sagacja u l-kuxjenza ta’ l-Imhalledf sabiex jivvalutahom”*⁹

Having considered;

On the basis of the above considerations, the Court has little doubt that the breakdown of the parties’ marriage is solely attributable to defendant. The heavy drug abuse and the deception surrounding his abject lifestyle, together with defendant’s total abdication of his duty to provide moral and material support to

⁵ Baudry-Lacantinerie – “Trattato Teorico Pratico di Diritto Civile, Delle Persone”, Vol.IV, para. 35.

⁶ Giurisprudenza, Art.150, para. 241.

⁷ *Giuseppa Agius vs Pacifico Agius*.

⁸ P.A., 30th June 1961.

⁹ *Marthese Vella pro et noe vs. George Vella* – Prim’ Awla, deciza 28 ta’ Frar 2003.

his wife, maintain his family and contribute towards the needs of his minor child, led to and justified plaintiff's decision to leave the marriage.

The Court is thus satisfied that the parties' marriage broke down due to cruelty and grievous injury - as defined by the relevant case-law cited above - on the part of the defendant against his wife. No evidence of behaviour amounting to excesses on defendant's part, results from the acts of the proceedings. Moreover, no evidence of the existence of any grounds on which defendant may have demanded the separation, was brought against the plaintiff.

Having considered;

That the defendant is exclusively responsible for the separation on the grounds of cruelty and grievous injury on his part, which grounds led to the irretrievable breakdown of the marriage.

Application of Sanctions against Defendant

Further to and on the basis of the conclusions drawn by the Court in the matter of responsibility for the separation, where defendant alone is manifestly guilty of acts constituting the grounds for separation, the Court is satisfied that having regard to the circumstances of the case, plaintiff's request for the application against defendant of the forfeiture contemplated in Articles 48 and 51 of the Civil Code, is abundantly justified. Although the separation is being granted on the grounds mentioned in Article 40 rather than the grounds mentioned in Articles 38 and/or 41, the Court deems it proper to apply the provisions of Article 48 *in toto* against the defendant.

Care and Custody of the Minor Child

The parties, by virtue of the note filed jointly by them on the 18th April 2018, reached an agreement on the matter of care and custody of the minor child, as well as the exercise of access on the part of defendant, to the said child.

With reference to plaintiff's fourth demand in her sworn application, the parties agreed that:-

The care and custody of the minor child is to be entrusted exclusively to the plaintiff and that the principal and ordinary place of residence of the minor child shall be with plaintiff who shall also take all ordinary decisions concerning the said minor child.

All decisions concerning the child's education and extra-curricular activities, and ordinary decisions relating to the health of the minor child, are to be taken by the plaintiff without the need for defendant's consent or signature, without prejudice to defendant's right to request and obtain information regarding such decisions taken by plaintiff.

Extraordinary decisions concerning the minor child's health are to be taken jointly between the parties and saving any cases of an urgent nature which involve an emergency, each parent has the right to take all those measures necessary in the circumstances in the best interest of the child provided that the other parent is informed without delay of such decisions.

The plaintiff is authorised to leave Malta with the minor child for a maximum period of fifteen days at a time, provided that she shall have requested defendant's consent and provided unto him all details of the trip including contact numbers in order to ensure contact with the minor child. The parties furthermore agreed that the plaintiff is authorised to apply alone for the renewal of the minor child's passport without defendant's consent or signature, which passport is to be kept in plaintiff's possession.

Access to the Minor Child

Regarding access of defendant to his minor child, the parties undertook to be flexible and liberal in the exercise of access, taking into account the needs of the child and the parties' own commitments.

The Court cannot but note, however, that despite plaintiff's request in her evidence that defendant's access to the child is exercised in her presence, which request the defendant appears to have agreed to, as would result from the Court expert's report of the 11th October 2017, in their final agreement the parties made no mention of defendant's access being supervised.

In the circumstances of this case, where it is uncontested that defendant has had no contact whatsoever with his daughter ever since plaintiff left the matrimonial home when the child was a mere seven months old, the Court deems that it is imperative that prior to exercising access to the child, defendant ensures that he can maintain a stable lifestyle which will not negatively affect the child, who is only five years old. It is after all the Court's paramount duty to ensure that the best interests of the child are safeguarded and although it is true that the parties did not specify that defendant's access to the child will be exercised under some form of supervision, the Court is of the opinion that in the gravity of the

circumstances of defendant's very recent past, the access structure that parties have agreed to must be shown to be in the child's best interests. After all, the complete absence of defendant in the child's life will likely impact the development of the relationship between father and daughter, so caution must be exercised to ensure that this relationship is built gradually and securely and in a stable environment.

Having considered;

That the Court, on the basis of the above considerations, deems that at present, notwithstanding that the access structure agreed upon between the parties does not provide for supervision, plaintiff's presence in the exercise of defendant's access to the child is required at least until the child accustoms herself to the presence of her father and it is established that defendant leads a sufficiently stable life free from drug addiction. After all, this is what the parties had agreed upon before the court-appointed expert, evidenced in her report dated 11th October 2017, that is a mere seven months ago. No evidence or information was subsequently brought by the parties or either of them to show what developments may have meanwhile taken place in the exercise of defendant's access to his child to justify the removal of any supervision in the exercise of such access.

Consequently, the Court orders that access to the minor child under the plaintiff's supervision shall be exercised until such time as the parties jointly inform the court that such supervision is no longer required. Moreover, in order to secure the defendant's right to exercise access to his daughter, the Court orders that defendant shall have the right to exercise such access at least once every week for not less than two hours at a time during the week, and on the weekend or other day which shall not be school day during such times as may be agreed upon between the parties.

In this sense the Court varies the agreement reached between the parties regarding the access.

Maintenance for the Minor Child

In virtue of their agreement, the parties agreed that:-

Defendant shall pay unto plaintiff the sum of two hundred and fifty Euro (€250) each month by way of maintenance for the parties' minor child Tiffany. This sum shall include all expenses due in connection with the health, education and extra-curricular activities of the child, food and clothes, among others, and shall increase every five years by an additional sum of fifty Euro (€50) over and above

the aforementioned monthly amount, in order to cater for the increasing needs of the child.

The Court observes that the parties did not reach an agreement regarding all aspects of plaintiff's fifth demand. Here, plaintiff also requested the Court to condemn defendant to pay the arrears of maintenance due by him in terms of the decree dated 28th June 2016 which, according to plaintiff, established the amount of maintenance payable by defendant for the minor child in the sum of €200 each month.

In her affidavit sworn on the 4th July 2017, plaintiff confirmed that until then, defendant had only paid the maintenance due for the month of June 2016 but failed to make another payment. However plaintiff did not subsequently testify again in this regard in order to provide an update of the arrears due by defendant since July 2017 and failed to indicate the amount that is due to her to date.

Although this decree was not exhibited in the acts of this case, the Court notes that defendant in his sworn reply dated 28th July 2017 declared that he has no objection to plaintiff's demand for the payment *inter alia* of all arrears of maintenance due.

Due to this express acquiescence on the part of defendant, and despite not having had sight of the decree number 816/2016, which forms that basis of plaintiff's demand, the Court accepts plaintiff's demand and orders defendant to pay unto plaintiff the arrears of maintenance due by him in virtue of the said decree.

Having considered;

That in view of plaintiff's failure to indicate with precision the amount due by way of arrears of maintenance to date, the Court shall not and cannot liquidate itself the arrears due for the purposes of this demand.

Community of Acquests

Plaintiff requested the dissolution and liquidation of the community of acquests existing between the parties. Plaintiff testified that the parties possess no common property and save for the arrears of maintenance, she has no claims against defendant who, she declares, does not owe her anything.

That in view of this declaration and in the absence of any other evidence regarding the consistency of the community of acquests, the Court can only accede to the demand for the dissolution and liquidation of the community of

acquests but not to the demand for the division thereof since there are no assets or liabilities to assign to either of the parties.

Decide

For these reasons, the Court while abstaining from taking further cognisance of defendant's application of the 28th July 2018; and while deciding defendant's sworn reply in conformity with what has been here decided, decides as follows:-

1. Accedes to plaintiff's first demand and pronounces the personal separation between the parties as a result of cruelty and grievous injury on the part of defendant against and to the detriment of plaintiff.
2. Accedes partially to plaintiff's second demand and orders the dissolution and liquidation of the community of acquests, while denying the demand as to the remainder.
3. Accedes to the third demand and applies *in toto* against defendant the forfeitures contemplated in Article 48 of the Civil Code.
4. Accedes to plaintiff's fourth request and orders that the care and custody of the minor child shall be assigned exclusively to plaintiff under all the terms and conditions stipulated above under the section entitled "*Care and Custody of the Minor Child*" and applies also all the terms and conditions stipulated under the section entitled "*Access to the Minor Child*".
5. Accedes to plaintiff's fifth request and orders defendant to pay unto plaintiff the sum of two hundred and fifty Euro (€250) every month as maintenance for the parties' minor child under the terms and conditions stipulated above in the section entitled "*Maintenance for the Minor Child*", and also orders defendant to pay unto plaintiff all arrears of maintenance due by him in accordance with the decree number 816/2016 dated 28th June 2016, which decree shall continue to regulate the maintenance payable by defendant *pendente lite* up till today.

All costs are at the charge of the defendant.

Judge

Deputy Registrar