

**CIVIL COURT  
(FAMILY SECTION)**

**MADAM JUSTICE  
JACQUELINE PADOVANI GRIMA LL.D., LL.M. (IMLI)**

**Hearing of Wednesday 2nd October, 2019**

**App. No. : 75/2019 JPG**

**Case No. : 18**

**GP**

**Vs.**

**BS**

**The Court,**

Having seen the application on oath filed by GP, dated 11<sup>th</sup> February 2019, a fol 1 et seqq., wherein it was held:

- 1. That parties contracted marriage on 5<sup>th</sup> April 2014 (Document GP1) and from their marriage no children were born.*
- 2. That the said parties had separated by contract of separation published in the records of Notary Doctor Clinton Bellizzi on the 10<sup>th</sup> July (Document GP2).*
- 3. That although as stated, the parties' contract of separation was published less than four (4) years ago, the said parties have been de facto separated since the 5<sup>th</sup> of January 2015.*

4. *That as it results from the said contract of separation, the parties had regulated in their separation agreement, inter alia, the obligations of payment of maintenance since they had renounced to their respective rights to request maintenance from each other (Article 4 of the said deed).*
5. *That there is no reasonable prospect for reconciliation between the parties.*
6. *Such that the conditions contemplated in the said Article 66B of Chapter 16 are satisfied and this on account of the fact that the parties are separated by a contract of separation, there is no need that mediation be held between them.*

*Therefore applicant humbly request that, in terms of dispositions of Article 66B of Chapter 16, this Honourable Court deems it fit to, saving hearing of parties as contemplated in Article 66C of Chapter 16 as well in order to be established the existence of those conditions contemplated in the said Article 66B, pronounce divorce between the parties as contemplated in the said Article 66C.*

*With costs.*

Having seen that the application and documents, the decree and notice of hearing have been duly notified according to law;

Having seen that defendant appeared unassisted and was informed of her legal rights. However she declared that she required no legal assistance and was not objecting to the divorce (vide fol 16);

Having seen that the plaintiff declared that he is going to bear his own costs (vide fol 16);

Having heard all the evidence on oath;

Having seen the exhibited documents and all the case acts;

Having seen the Articles 66A, 66B u 66C of Chapter 16 of laws of Malta;

**Considers;**

**GP** testified that the parties celebrated their marriage on the 5<sup>th</sup> of April 2014, and from this marriage no children were born to the parties. He explained that the parties have been separated *de facto* since the 5<sup>th</sup> of January 2015 despite the fact that they signed their contract of separation on the 10<sup>th</sup> of July 2018. He stated there are no maintenance arrears since the parties irrevocably renounced to their right to claim and receive maintenance from each other. He confirmed that there is no prospect of reconciliation.

**BS** testified and confirmed and corroborated the testimony given by plaintiff.

**Deliberates;**

*66A. (1) Each of the spouses shall have the right to demand divorce or dissolution of the marriage as provided in this Sub-Title. It shall not be required that, prior to the demand of divorce, the spouses shall be separated from each other by means of a contract or of a judgement. [...]*

*66B. Without prejudice to the following provisions of this article, divorce shall not be granted except upon a demand made jointly by the two spouses or by one of them against the other spouse, and unless the Court is satisfied that:*

*(a) on the date of commencement of the divorce proceedings, the spouses shall have lived apart for a period of, or periods that amount to, at least four years out of the immediately preceding five years, or at least four years have lapsed from the date of legal separation; and*

*(b) there is no reasonable prospect of reconciliation between the spouses; and*

*(c) the spouses and all of their children are receiving adequate maintenance, where this is due, according to their particular circumstances, as provided in article 57:*

*Provided that the spouses may, at any time, renounce their right to maintenance: [...]*

The Court has seen that it results that the parties were married on the 5<sup>th</sup> of April 2014 and that no children were born from this marriage. The record also shows that the marriage broke down and the parties obtained a personal separation by means of a public deed in the acts of Notary Doctor Clinton Bellizzi dated the 10<sup>th</sup> of July 2018. From the testimony of the parties, it has been established that the parties have been living separately from the 5<sup>th</sup> of January 2015, that is, for more than the four years required by law.

It further results that no maintenance is due since the parties had reciprocally renounced their right to claim and/or receive maintenance from each other, and that there is no hope of reconciliation between the parties.

**For these reasons, the Court pronounces the dissolution of the marriage between the parties by divorce and orders the Court Registrar to advise the Director of the Public Registry of the dissolution of the marriage between the parties so that this may be registered in the Public Registry.**

**Each party shall bear his own costs.**

**Read.**

**Mdm. Justice Jacqueline Padovani Grima LL.D. LL.M. (IMLI)**

**Lorraine Dalli  
Deputy Registrar**