

**CIVIL COURTS
(FAMILY SECTION)**

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

Hearing of the 27th of April 2022

Application no. : 70/2022

Case no. : 28

AOR

And

OR

The Court:

Having seen the joint application filed by AOR and OR dated 7th of February 2022, at page 1 wherein it was held:

- 1. That applicants got married on the 20th June 2015 (Dok A attached) and from their marriage no children were born;*
- 2. That the parties separated by means of a contracts in act of Notary Dorita Galea Medati on the 25th January 2022 (Dok B attached) even though they had been living separately de facto since January 2021, as can be evidenced by means of the attached mediation letter (Dok C);*
- 3. That according to the said contract, the parties renounced to their right to receive and obtain maintenance from one another and thus there are no pending issues between the parties;*
- 4. That there are no reasonable prospects of reconciliation between the parties, more so since presently both parties lead separate lives;*

5. That the above-mentioned facts satisfy the conditions required at law for the pronouncement of a divorce decree in accordance with Article 66B of Chapter 16 of the Laws of Malta;

Therefore, applicants humbly requests that this Honourable Court:

1. Pronounces the divorce between the parties in terms of Article 66B of Chapter 16 of the Laws of Malta;

2. Orders the Court's Registrar to notify the Director of Public Registry with the divorce decree and the latter to register such decree within a time limit this honourable Court so decides to set.

And this under any other provision which the same honourable Courts deems fit and proper.

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

Having examined 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 the Laws of Malta;

Considers:

AR testified (vide affidavit at page 19) that following their marriage, no children were born. He stated that this marriage broke down and they separated by virtue of a contract dated 25th of January 2022, in the acts of Notary Dr Dorita Galea Medati. He declared that the parties have

been living separately as from January 2021 and that there was no prospect of reconciliation with his wife. Moreover, he confirmed that there are no obligations of maintenance according to the contract of separation, therefore there are no pending arrears.

AOR testified (vide affidavit at page 21 and confirmed and corroborated with her husband's testimony.

Deliberates:

According to Law, it is confirmed in Articles 66A and 66B of Chapter 16 of the Laws of Malta:

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.

(omisis)

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) upon a demand made jointly by the two spouses, 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 6 months out of the preceding year: Provided that when the demand is made by one of the spouses against the other spouse, 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 one year out of the preceding two years; or*
- (b) on the date of commencement of the divorce proceedings, the spouses are separated by means of a contract or court judgment; and*
- (c) there is no reasonable prospect of reconciliation between the spouses; and*

(d) 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: Provided further that for purposes of this paragraph, maintenance ordered by the court by a judgement of separation or agreed to between the spouses in a contract of separation, shall be deemed to be adequate maintenance:

Provided further that a divorce pronounced between spouses who were separated by a contract or by a judgement shall not bring about any change in what was ordered or agreed to between them, except for the effects of divorce resulting from the law.

Considers:

The Court notes that the parties were married on the 20th of June 2015 (vide marriage certificate Dok A at page 5, bearing progressive registration number 1497/2015) and no children were born from this marriage.

The record shows that the marriage broke down and the parties obtained a personal separation by means of a public deed in the acts of Notary Dr. Dorita Galea Medati dated the 25th of January 2022 (vide Dok B, page 6 et seqq). It also shows that the parties had been living separately de facto as from January 2021. Therefore, it is established that the parties have been separated in excess of the timeframe required by law.

The parties agree that there are no pending maintenance arrears.

Furthermore, the Court finds that there is no reasonable prospect of a reconciliation between the

parties.

For these reasons, the Court pronounces the dissolution of the marriage between the parties by divorce, with Marriage Certificate Number 1497/2015 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.

Costs shall be borne equally by the parties.

Read.

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

Christabelle Cassar

Deputy Registrar