

**CIVIL COURTS
(FAMILY SECTION)**

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

Hearing of the 5th of May 2022

Application no. : 139/2022

Case no. : 22

NM

And

VS

The Court:

Having seen the joint application filed by NM and VS dated 14th of March 2022, at page 1 wherein it was held:

- 1. The parties got married on the 23rd of September of the year two thousand and sixteen (23/9/2016), the Marriage Certificate is hereby attached and marked as Doc A*
- 2. The parties contracted a consensual separation in the acts of Notary, Dr Angele Rapa on the 9th May of the year two thousand and nineteen, (9/5/2019), a copy is hereby attached and marked as Doc B*
- 3. The parties have not lived together since 17th August 2017, as stated in clause 5 of the separation contract and there is no possibility of reconciliation between the parties*
- 4. There are no arrears of maintenance due, since the husband had declared that he had forfeited his right to claim and receive maintenance and the wife had renounced to the right to receive maintenance, and no children were born from*

this marriage

5. The parties personally know these facts and are confirming them on oath;

Thus for the above mentioned reasons, the parties humbly ask the Honourable Court to:

1. Declare the marriage between the parties on the 23rd September 2016 is dissolved according to article 66A of Chapter 16 of the Laws of Malta

2. Order the Registrar to notify the Director of Public Registry of the divorce of the parties so that the same be registered at the Public Registry

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:

NM testified (vide affidavit at page 11) that the parties were married on the 23rd of September 2016 in Malta, and that no children were born from this union. He stated that this marriage broke down and the parties separated by virtue of a contract dated 9th of May 2019, in the acts of Notary Dr Angele Rapa. He declared that the parties have been living separately since the 17th of August 2017 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.

VS testified (vide affidavit at page 12) and confirmed and corroborated her husband's testimony.

Deliberates:

Articles 66A and 66B of Chapter 16 of the Laws of Malta provides:

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 23rd September 2016 (vide marriage certificate Dok A at page 3, bearing progressive registration number 3043/2016) 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. Angele Rapa dated the 9th of May 2019 (vide Dok B, page 4 et seqq). 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 3043/2016 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)

**Lorraine Dalli
Deputy Registrar**

