

**CIVIL COURTS
(FAMILY SECTION)**

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

Hearing of the 27th of October 2022

Application no.: 401/2022 JPG

Case no.: 21

**GP
And
JM**

The Court:

Having seen the sworn Application filed by the parties dated 25th of July 2022, at page 1, wherein it was held:

- 1. That parties contracted marriage on 9th November 2012 in Ontario, Canada (**Document PM 1**) and from their marriage no children were born.*
- 2. That the said parties separated by contract of separation published in the records of Notary Doctor Katrin Bartolo on 27th June 2022 (**Document PM 2**) such that, the condition set out in Article 66B (b) of Chapter 16 of the Laws of Malta is satisfied.*
- 3. That there is no reasonable prospect for reconciliation between the parties such that, the condition set out in Article 66B (c) of Chapter 16 of the Laws of Malta is satisfied.*

4. *That, as results from the said contract of separation, the parties had regulated in their separation agreement, inter alia, the obligations of payment of maintenance whereby they had renounced to their respective rights to request maintenance from each other (Article 5 of the said deed) such that, the condition set out in Article 66B (d) of Chapter 16 of the Laws of Malta is satisfied.*
5. *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.*

Therefore, applicant humbly request that, in terms of the dispositions of Article 66B of Chapter 16, this Honourable Court deems it fit to, upon hearing of parties, as contemplated in Article 66C of Chapter 16 and in order to establish that the conditions contemplated in the said Article 66B have been satisfied, 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 the parties declared on the 1st of August 2022 that they have no further evidence to proffer or submissions to make and invited the Court to proceed with judgment (vide page 14);

Having heard the evidence on oath;

Having seen the note filed by Plaintiff dated 26th of May 2022;

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:

Plaintiff gave evidence by means of an affidavit (vide page 23), wherein he affirmed that the parties got married on the 9th of November 2012, vide marriage certificate number 2012-05-054739 at page 3, Dok PM1). He stated that no children were born from this marriage.

He stated that the parties' marriage broke down and they signed a contract of separation on 27th of June 2022 in the acts of Notary Katrin Bartolo dated (vide contract of separation Dok PM2 at page 4 *et seqq*). He declared that the parties are now leading separate lives and have renounced to their right to receive maintenance from each another.

Co-plaintiff JM filed an affidavit (vide page 24) and confirmed and corroborated her husband's testimony.

Considers:

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.

Deliberates:

The Court has seen that the parties contracted their marriage on the 9th of November 2012, (vide marriage certificate number 2012-05-054739 at page 3, Dok PM1), and that no children were born from this marriage.

From the acts of the case it transpires that the parties' marriage broke down and they regulated their personal separation by means of a public deed in the acts of Notary Katrin Bartolo dated 27th of June 2022 (*vide* contract of separation Dok PM2 at page 4 *et seqq*). The Court notes that the parties have been living apart as from February 2022 as evidenced in premise Number five (5) of the contract of separation. The Court observes that as indicated by the parties' in their respective testimonies, the parties are now leading separate lives and have renounced to their right to receive maintenance from each another.

Therefore, it is established that the parties have been separated in accordance with the time frame required by law.

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 2012-05-054739 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 noted in the Public Registry.

Costs shall be equally divided between the parties.

Read.

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

**Lorraine Dalli
Deputy Registrar**