

**CIVIL COURTS  
(FAMILY SECTION)**

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

**Hearing of the 31st of October 2022**

**Application no.: 285/2022 JPG**

**Case no.: 17**

**JU  
Vs  
SZ**

**The Court:**

Having seen the sworn Application filed by JU dated 24th May 2022, at page 1, wherein it was held:

1. *Parties got married 30<sup>th</sup> April, 2003 in the Public Registry Hall and this as confirmed in their marriage certificate herewith attached and marked as DOK A.*
2. *From this marriage, their daughter PU was born on the X.*
3. *Parties obtained their personal separation, by means of a separation contract dated 6<sup>th</sup> October, 2021 in the acts of Notary Katrin Bartolo (contract herewith attached and marked as DOK B).*
4. *Whereas parties have forfeited their respective right to claim and receive maintenance, with regards to the minor Child's maintenance, the maintenance was paid in advance in lump sum as stipulated in the separation contract.*

5. *There is no hope for parties to reconcile since they live a totally separate life.*
6. *In light of the above, the parties satisfy the conditions required to obtain their divorce in terms of article 66B of the Civil Code, Chapter 16 of the Laws of Malta.*

*For these reason, applicant humbly requests this Honourable Court to:*

1. *Declare that their marriage is dissolved;*
2. *Order the Registrar of Court and Tribunal, within the time prescribed by this Honourable Court, to notify the Director of the Public Registry about the dissolution of the parties' marriage in order to be registered in the Public Registry.*

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

Having seen the reply filed by SZ dated 1<sup>st</sup> of August 2022, wherein it stated:

1. *That the defendant does not oppose the pleas made by the spouse applicant for the dissolution of the marriage and agrees that the conditions provided in the provisions of Article 66B which were correctly stated by the applicant in his initial plea, have been satisfied;*
2. *That the defendant agrees that the parties separated from each other in virtue of a contract of separation dated 6<sup>th</sup> October 2021 in the acts of Notary Doctor Katrin Bartolo;*
3. *That the defendant agrees that there is no reasonable hope of reconciliation between the parties and there is no question of the right to maintenance;*
4. *That, however the defendant does not have to bear the costs of these proceedings since the request in question was made by the applicant and they should be paid by him.*

Having heard the evidence on oath;

Having seen the note filed by Plaintiff dated 4<sup>th</sup> August 2022;

Having seen the note filed by Plaintiff dated 18th August 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** testified by means of an affidavit (*vide affidavit at page 28*), and held that parties got married on the 30th of April 2003 and that from this marriage a child was born. He added that the parties separated by virtue of a separation contract in the acts on Notary Katrin Bartolo dated the 6<sup>th</sup> of October 2021. Furthermore, he declared that there is no reasonable prospect of a reconciliation. Regarding maintenance, he declared that there are no pending maintenance issues.

**Defendant** testified (*vide affidavit fol 30*) and confirmed and corroborated Plaintiff's evidence.

**Considers:**

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

*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 30<sup>th</sup> of April 2003, bearing marriage certificate number 459/2003 (*vide* marriage certificate at page 3) and that a child was born from this marriage, who is still a minor.

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 6<sup>th</sup> of October 2021 (*vide* contract of separation at page 4 *et seqq*). 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.

The Court notes 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 459/2003 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.**

**Senza Tassa.**

**Read.**

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

**Lorraine Dalli  
Deputy Registrar**