

**CIVIL COURTS
(FAMILY SECTION)**

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

Hearing of 18th January 2023

Application no. : 483/2022JPG

Case no. : 25

TA

Vs

SB

The Court:

Having seen the Application filed by TA, dated 12th September 22, at page 1 (translation at page 4), wherein it was held:

1. *That the parties got married on the 6th of February 2018, which marriage was registered in the Maltese Public Registry with progressive number: 259, as it results from the marriage certificate here annexed and marked as Dok A;*
2. *That from this marriage no children were born;*
3. *That the parties got separated by means of a deed in the acts of Notary Matthew Agius on the 3rd September 2021 a copy of which is hereby being annexed and marked as Dok B. That this deed of separation was subsequently amended on the 6th of May 2022 by means of another deed in the acts of Notary Philip Lanfranco, a copy of which is hereby being annexed and marked as Dok C;*
4. *That the parties have been living de facto separated from each other for more than a year and they are happy living their separate lives;*
5. *That there are no reasonable prospects for the parties to reconcile;*

6. *That no maintenance is due from the mentioned deed of separation to the respondent SB;*
7. *That all this is confirmed by the applicant in his affidavit which is being annexed and marked as Dok D;*
8. *That the above-mentioned facts satisfy all the conditions required for the attainment of a divorce in terms of Article 66A et seq. of Chapter 16 of the Laws of Malta.*

THEREFORE, the applicant humbly requests this Honourable Court, saving any other declaration that is necessary and opportune and for the reasons above premised to:

- (i) *Pronounce the divorce, hence to dissolve the marriage between the parties;*
- (ii) *Orders the Registrar of Courts to notify the Director of the Public Registry within the period allowed for this purpose by this Court, so that the same shall be registered.*

With costs against the respondent that is from now subpoenaed for reference to her oath.

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 SB , dated 14th October 2022, at page 27 (translation at page 28), wherein it was held:

That Respondent confirms that the Parties had contracted marriage on 6 February 2018 and that no children were born out of this marriage.

That Respondent also confirms that the Parties proceeded with personal separation and the separation is regulated by virtue of a Deed of Separation dated 3 September 2021 in the acts of Notary Matthew Agius as subsequently amended by a deed published in the acts of Notary Philip Lanfranco of 6 May 2022.

That Respondent furthermore confirms that no maintenance is due by the Parties and this is regulated by the fourth paragraph of Article three (3) of the Deed of Separation dated 3 September 2021 whereby the Parties reciprocally renounced to maintenance.

That there is no possibility of reconciliation between the Parties and there is no valid reason at law that can prevent that Parties from obtaining a divorce.

That with regard to the request for costs, Respondent respectfully submits that the current proceedings were instituted by Plaintiff and hence were initiated and required by Plaintiff. In view of the fact that Respondent is not opposing the granting of divorce, the expenses and costs of the proceedings are to be borne by Plaintiff.

Respondent hereby reserves her right to the submission of further defence pleas.

Having seen the evidence given by means of sworn affidavit;

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 (vide affidavit at page 24) that the parties were married on the 6th February 2018, and from this marriage no children were born. He stated that this marriage broke down and they separated by virtue of a contract dated 3rd September 2021 in the acts of Notary Matthew Agius, which was subsequently amended on the 6th May 2022 by means of a deed in the acts of Notary Philip Lanfranco. The parties have been living completely separate lives from one another. He declared that there is no prospect for reconciliation with his wife. Moreover, he stated that there are no pending maintenance arrears due between them.

Defendant testified (vide affidavit at page 32) and corroborated all evidence given by her husband.

Deliberates:

According to Law, it is confirmed in Articles 66A and 66B of Chapter 16 of 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 has seen that the parties were married on the 6th February 2018, (vide page 7) which marriage bears the certificate 259/2018. 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 Matthew Agius (vide Dok B, page 8 et seqq) and was amended by a deed in the acts of Dr Philip Lanfranco dated 6th May 2022 (Vide Dok C, page 12 et seqq). The record shows that the parties have been separated in excess of the timeframe required by law.

The parties agree that 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 259/2018 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.

Senza Tassa.

Read.

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

**Lorraine Dalli
Deputy Registrar**