

**CIVIL COURTS
(FAMILY SECTION)**

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

Hearing of 6th of July 2023

Application no. : 54/2023 JPG

Case no. : 34

MP

Vs

SG

The Court:

Having seen the Application filed by MP dated 1st of February 2023, at page 1 (translation at page 2), wherein it was held:

That the parties got married on the nineteenth (19th) of July of the year two thousand and fourteen (2014) which marriage is registered in the Public Registry of Malta as certified from the marriage certificate attached and marked as Doc 'A'.

That the parties have been legally separated from one another by means of a contract published on the twenty-third (23rd) of June of the year two thousand and sixteen (2016), in the acts of Notary Dr Malcolm Camilleri, copy herewith attached and marked Dok B;

That no maintenance is due between the parties and from their marriage the parties did not have any children.

That there is no chance of reconciliation between the parties, since they have been leading a totally separate life;

That these above indicated facts satisfy all the necessary requisites for obtaining a divorce according to Article 66B of the Civil Code, Chapter 16, of the Laws of Malta;

Therefore, this Honourable Court is being requested to:

1. Pronounce the dissolution of the marriage between the parties in terms of article 66B of Chap. 16 of the Laws of Malta;

2. Orders the Registrar of Courts so that within the given period by the Court, informs the Director of the Public Registry with the dissolution of the marriage of the parties and for the same 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 heard the testimony on oath;

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:

MP testified (vide affidavit at page 26) that the parties were married on the 19th July 2014 and that no children were born from this marriage. He stated that this marriage broke down and the parties separated by virtue of a contract dated 23rd June 2016 in the acts of Notary Dr Malcolm Camilleri. He declared that there is no prospect for reconciliation with his wife. Moreover, he affirmed that there are no maintenance arrears due.

SG testified on the 19th June 2023 and corroborated all evidence given by her husband.

Deliberates:

Articles 66A and 66B of Chapter 16 of 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.

Considers:

The Court has seen that the parties were married on the 19th July 2014 (vide page 15) which marriage bears certificate number 1981/2014. 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 Malcolm Camilleri (vide Dok B, page 7 et seqq) dated 23rd June 2016. Therefore, it is established that the parties have been separated in excess of the timeframe required by law.

The record shows 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, which marriage bears the certificate number 1981/2014 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**