

**CIVIL COURTS
(FAMILY SECTION)**

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

Hearing of the 10th of October 2023

Application no. : 150/2023 JPG

Case no. : 18

**SF
And
MK**

The Court:

Having seen the joint sworn Application filed by the parties dated 16th of March 2023, at page 1 (translation at page 2), wherein it was held:

- 1. That the parties contracted their marriage on the 30th March 2019 in the Public Registry Malta and from this marriage was born the minor child MAK (see copy of the marriage certificate marked Doc A);*
- 2. That the parties have separately legally by means of a contract in the acts of Notary Doctor Dottor Francesca Cachia Zammit dated 9th February 2023. That furthermore, by means of clause 4 of the said contract, the parties have declared that no maintenance is due reciprocally, whilst by means of article 19, the Husband has bound himself to pay unto the Wife the sum of €200 by way of maintenance for the Minor child (see copy of contract herewith attached marked as Doc. B);*
- 3. That parties declare that there are no pending dues with regards to maintenance due for their Minor daughter;*

4. *That there is no reasonable prospect of reconciliation between the spouses and today hare living a separate life from each other and are in relationships with 3rd parties;*
5. *That these facts satisfy all the conditions required for the attainment of divorce according to article 66B of the Civil Code, Chapter 16 of the Laws of Malta;*

That for these reasons, the parties humbly request this Honourable Court to:

1. *Order the divorce between the parties.*
2. *Order the Registrar of Courts, to notify the divorce of the parties to the Director of Public Registry within the period allowed for this purpose by this the same Court, so that the same shall 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 exhibited documents and all the case acts;

Having seen the joint note dated 10th of April 2023;

Having seen the Articles 66A, 66B u 66C of Chapter 16 of laws of Malta;

Considers:

SF testified (vide affidavit at page 12) that the parties were married on the 30th of March 2019 and that from this marriage a child was born who is still minor. He stated that this marriage broke down and the parties separated by virtue of a contract dated 9th of February 2023 in the acts of Notary Francesca Cachia Zammit. He declared that there is no prospect for reconciliation with his wife. Moreover, he affirmed that there are no maintenance arrears due.

MK testified (vide page 13 et seq) 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 30th of March 2019, (vide page 4) which marriage bears certificate number 523/2019 and one child was born from this marriage who is still minor.

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 Francesca Catania (vide Dok B, page 5 et seqq) dated 9th February 2023. 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 523/2019 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 divided equally between the parties.

Read.

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

Christabelle Cassar

Deputy Registrar