

**CIVIL COURT
(FAMILY SECTION)**

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

Today 12th January 2024

Sworn App. No. : 476/2023 JPG

Case No. : 3

**SB
And
SV**

The Court:

Having seen the joint sworn application filed by parties dated 6th September 2023, wherein it held:

- 1. Whereas the Parties got married on the twenty-third (23rd) of February of the year two thousand and seventeen (2017) in Sofia, Bulgaria, a copy of the marriage contract is annexed and marked as Dok A;*
- 2. Whereas this contract of separation was duly authorized by a means of a decree issued by the Honourable Civil Court (Family Section) dated the third (3rd) of May and the year two thousand and twenty three (2023), a copy of the said decree is annexed and marked as Dok C, and by means of such contract the parties regulated their consensual separation;*

3. *Whereas in terms of Article 66B (c) of Cap, 16 of the Laws of Malta there is no prospect of reconciliation between the parties;*
4. *Whereas in terms of Article 66B (d) of Cap.16 of the Laws of Malta the minor child, JV was born in the course of the marriage on the X and the maintenance payments have all been paid and there are no arrears of any maintenance owed;*
5. *Whereas there are no claims being made by one party against the other as is also confirmed by the two affidavits annexed and marked as Dok D1 u D2.*

Therefore in terms of Article 66B et seq. of Cap 16 of the Laws of Malta the applicants are humbly requesting this Honourable Court to:

1. *Orders the termination of the marriage between them;*
2. *Pronounce the divorce between the parties;*
3. *Order the Registrar of the Court, to within a timeframe determined by Court, to officially inform the Director of Public Registry of the divorce of the parties so that it may be registered in the Public Registry.*

Having seen that Defendant appeared unassisted for the first hearing of the case;

Having seen that the Court informed Defendant of her legal rights, however she declared that does not require legal assistance and does not object to the divorce.

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:

The parties testified (*vide page 23*), that the parties were married on the 23rd of February 2017 and that a child was born from this marriage. She testified that the have been legally separated by means of a public deed in the acts of Notary Dr Astrid Parnis dated the 3rd of May 2023.

Furthermore he declared that there is no reasonable prospect of a reconciliation between the parties and that there are no pending maintenance issues.

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.

(omissis)

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 23rd February 2017 which marriage certificate bears the number 3084 of the year 2017 (*vide* marriage certificate Dok A fol 5). A child was born from this marriage.

From the acts of the case it transpires that the parties' marriage broke down and they obtained their personal separation by means of a public deed in the acts of Notary Dr. Astrid Parnis dated 3rd May 2023 (*vide* contract of separation at page 4 *et seqq*). 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 and no arrears of maintenance due.

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For these reasons, the Court pronounces the dissolution of the marriage between the parties by divorce, with Marriage Certificate Number 3084/2017 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.

Cost shall be equally divided between the parties.

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

**Lorraine Dalli
Deputy Registrar**