

**CIVIL COURT
(FAMILY SECTION)**

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

Hearing of 22nd January 2024

Application no. : 529/2023JPG

Case no. : 22

NJ

Vs

NS

The Court:

Having seen the Application filed by NJ dated 6th October 2023, at page 1 (translation at page 3), wherein it was held:

- 1. That the parties married on the twenty fourth (24) of June of the year two thousand and seventeen (2017) (Dok A) and from this marriage a child was born, VS who today is X years of age;*
- 2. That the parties were authorised to proceed with the contract of personal separation by means of a decree issued by this Honourable Court dated the 2nd of August of the year two thousand and twenty one;*
- 3. That as per the contract of separation in the acts of notary Dr Nicole Cassar, dated the twenty fifth of August of the year two thousand and twenty one (25/8/21) (Dok B), the parties renounced in a definite manner their right to claim maintenance from each other, and there are no maintenance arrears with regards the maintenance which is paid for the minor son;*

4. *That the parties have been de jure separated since August 2021;*
5. *That there exist no possibility of reconciliation between the parties, since besides being de jure separated for two years, both parties today have independent and separate lives;*

That the above statements satisfy all the conditions requested under Article 66B of the Civil Code, Chapter 16 of the Laws of Malta;

Therefore, the applicant humbly requests this Honourable Court to:

1. *Pronounce the dissolution of marriage between the parties;*
2. *Order the Registrar of Courts to notify, within the time limit ordered by the court, the Director of Public Registry with the dissolution of the parties' marriage and to register the same in the Public Registry.*

With costs against the respondent.

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

Having seen that Respondent did not file a reply but filed an affidavit (Vide Fol 19)

Having examined the evidence 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:

Plaintiff testified (vide affidavit at page 6) that the parties got married on the 24th June 2017, and

from this marriage a child was born. She stated that this marriage broke down and they separated by virtue of a contract dated 25th August 2021 in the acts of Notary Dr Nicole Cassar. They have been living completely separate lives from each other. She declared that there is no prospect for reconciliation with her husband. Moreover, she stated that there are no pending maintenance arrears due.

Defendant testified (vide affidavit at page 19) and corroborated all evidence given by his wife.

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 24th June 2017, with Marriage Certificate Number 1792/2017 (vide page 7) and a child was 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 Nicole Cassar on the 25th August 2021 (vide Fol 8 et seqq). 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, with Marriage Certificate Number 1792/2017 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 registered in the Public Registry.

Senza Tassa.

Read.

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

**Lorraine Dalli
Deputy Registrar**