

**CIVIL COURTS  
(FAMILY SECTION)**

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

**Hearing of the 13th March 2024**

**Application no. : 415/2023JPG**

**Case no. : 26**

**NVP**

**Vs**

**AV**

**The Court:**

Having seen the Application filed by Plaintiff, dated 21<sup>st</sup> July 2023, at page 1 (translation at page 21), wherein it was held:

- 1. That the parties married on the 28<sup>th</sup> of May 2001 (Dok A) and later separated by contract dated 15<sup>th</sup> June 2011 (Notary Rueben Casingena (Doc B));*
- 2. The parties have not lived together for more than 4 years;*
- 3. In the contract of separation the parties declared that there is an agreement about the maintenance of their son S who was born in X.*

*In the same contract the parties declared that they renounced to any maintenance against each other.*

*Thus applicant requests that this Honourable Court should declare the divorce between the parties in terms of Article 66D (2) of the Civil Code (Chapter 16 of the Laws of Malta).*

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 his affidavit (Vide Fol 19)

Having heard the parties 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 fol 25 et seqq.) that the parties got married on the 28<sup>th</sup> May 2001, and from this marriage one child was born. She stated that this marriage broke down and they separated by virtue of a contract dated 15<sup>th</sup> June 2011 in the acts of Notary Dr Rueben Casingena. They have been living completely separate lives. She declared that there is no prospect for reconciliation with her husband. Moreover, she stated that there are no pending maintenance arrears due between them.

**Defendant** testified (vide fol 28 et seqq) and corroborated with 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 28<sup>th</sup> May 2001, which Marriage Certificate bears the number 648/2001 (vide page 12) 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 Reuben Casingena on the 15<sup>th</sup> June 2011 (vide Fol 2 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 648/2001 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)**

**Christabelle Cassar  
Deputy Registrar**