

**CIVIL COURT
(FAMILY SECTION)**

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

Today 23rd May 2024

Sworn App. No. : 53/2024 JPG

Case No. : 25

JS

Vs

OA

The Court:

Having seen the application filed by Plaintiff dated 2nd February 2024, translation at page 1, wherein it held:

- 1. That the parties got married on the 22nd September of the year nineteen ninety five (22/09/1995) (copy of marriage certificate attached and marked as **Dok A**);*
- 2. That the parties separated on the seventeenth April of the year two thousand and eighteen (17/04/2018) as per contract in the acts of Notary Maria Micallef (attached and marked as **Dok B**);*
- 3. That there is no possibility of reconciliation between the parties since their lives are totally separate from each other;*

4. *That there are no pending issues between them concerning maintenance since their son is now an adult;*
5. *That this is all confirmed on oath in the affidavit (attached and marked as **Dok C**);*
6. *That therefore the parties satisfy all the requirements established by law to obtain divorce as per article 66B of the Civil Code (Chapter 16 of the Laws of Malta);*

Therefore under the circumstances the applicant respectfully requests the Honorable Court to:

1. *Pronounce the dissolution of the marriage;*
2. *Orders the Registrar of Courts to inform the Director of Public Registry within the time indicated by the Honorable Court of the dissolution of marriage, and for this 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:

Plaintiff testified (vide affidavit at page 18) that the parties were married on the 22nd September 1995 and a child was born from this marriage. She stated that this marriage broke down and the parties separated by virtue of a contract dated 17th April 2018 in the acts of Notary Dr Maria Micallef . Moreover, there is no prospect for reconciliation as they both lead

separate lives. Moreover, she affirmed that there are no maintenance arrears due.

Defendant testified (vide viva voce testimony at page 20) and corroborated all evidence given by the other party.

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 22nd of September 1995 (vide page 4) which marriage bears the certificate number 1657/1995 (Vide Fol 4). A child was born from this marriage who has now attained the age of majority.

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 Maria Micallef (vide, page 5 et seqq) dated 17th April 2018. 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 1657/1995 and orders the Court Registrar to advise the Director of the Public Registry of the dissolution of the

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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**