

**CIVIL COURTS
(FAMILY SECTION)**

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

Hearing of 10th October 2024

Application no.: 190/2023JPG

Case no. : 26

**CB
Vs
BK**

The Court:

Having seen the Application filed by CB, dated 6th April 2022, at page 1 (translation at page 3), wherein it was held:

- 1. That the parties contracted their marriage on the 21st October 2017, which marriage was registered in the Public Registry of Malta (see marriage certificate hereby attached and marked as Doc A) and from this marriage no children were born;*
- 2. That the parties have separately legally by means of a contract in the acts of Notary Doctor Maria Georgakopoulos on the 8th January 2019 (see copy of contract herewith attached marked as Doc B) that furthermore, by means of clause 2 of the said contract, the parties have declared that no maintenance is due reciprocally;*
- 3. That there is no reasonable prospect of reconciliation between the spouses and today here living a separate life from each other and are in relationships with 3rd parties;*
- 4. 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 to notify the divorce of the parties to the Director of Public Registry within the period allowed for this purpose by 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 by Foreign Service according to law.

Having seen the Reply filed by BK, dated 3rd July 2023, at page 40, wherein it was held:

- 1. That the Defendant confirms the details in relation to the marriage dates and separation agreement found in the application of Ms CB;*
- 2. That he further confirms that there is no prospect of reconciliation;*
- 3. That the Defendant would like to indicate that the application has still pending the following payments emanating from the contract of separation;*
- 4. That on the 30th June 2018, the Defendant and the Plaintiff went to a cruise, which was gifted by the Defendant's parents as a wedding present. Since they had no visa card, they used that of the mother of the Defendant for the expenses with the promise from both that shall paid, which amounts to 1515.38 Eur. The latter was never settled from the plaintiff's side. The Defendant's mother said that the amount of 1000.00 Eur could be paid as full and final, thus the Plaintiff's share was 500.00 Euros, which was never settled. The latter can be evidenced by Dok BK1;*
- 5. That the Plaintiff further did not pay the amount of EUR 30.92, that is, that is share left of the personal loan as indicated and evidence by Dok BK2;*
- 6. That in the separation agreement, the parties agreed to continue to pay the*

home and personal loan dividing the sum. According to the joint account where the Plaintiff transferred her share of the loans, she failed to pay her share of the agreed sum on twelve (12) times for the home and personal loans and by now twenty-eighth (28) times more for her life insurance. Her unpaid share was settled by the Defendant as the bank then automatically settled the loan payments from his personal account, as can be shown by Dok BK3, thus the total pending is that of Eur 5,524.48;

7. That having not answered the Defendant's emails or the letters sent (annexed as Dok B4) the Defendant contacted Dr Hübner on the 28th September to take legal actions.

Therefore, the Defendant BK although not contesting the divorce proceedings, he is humbly bringing to the attention of the Honorable Court the pending dues by the Plaintiff.

Having seen the evidence given by means of sworn affidavit;

Having seen the note filed by Defendant (Vide Fol 62) stating that he has no evidence to adduce and requested the Court to proceed to judgement,

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 4) that the parties got married on the 21st October 2017, and from this marriage no children were born. She stated that this marriage broke down and the parties separated by virtue of a contract of personal separation dated 8th January 2019 in the acts of Notary Dr Maria Georgakopoulos. 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 between them.

Defendant in his reply stated that he had no objection to the Divorce and gave a list of pending claims that were still to be paid by Plaintiff, which however are not maintenance arrears.

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 April 2006, with Marriage Certificate Number 3268/2017 (vide page 5) and no children were 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 Angele Rapa (vide Fol 3 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, and the outstanding matters alluded to by Defendant do not constitute a barr to the award of the divorce.

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 3268/2017 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.

Each party shall bear its own costs.

Read.

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

Christabelle Cassar

Deputy Registrar