

CIVIL COURTS
(FAMILY SECTION)

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

Hearing of the 28th of November 2024

Application no.: 496/2024

Case no.: 19

KR u JO
VS
X

The Court:

Having seen the joint application filed by the parties dated the 8th of October 2024, at page 1 (translation at page 3), wherein it was held:

- 1. Applicants were married on the third (3) of November of the year two thousand and eighteen (2018) at the Public Registry in Valletta – marriage certificate is being attached and marked Doc. 'A';*
- 2. That applicants dissolved and liquidated their community of acquests by means of a separation deed in the acts of Notary Charmaine Bonnici dated fourth (4) of June of the year two thousand and twenty four (2024), copy is being attached and marked Doc. 'B';*
- 3. That no children were born;*
- 4. That in the said contract, in clause 6 applicants declared that they have forfeited their right to claim or receive maintenance from one another which forfeiture is irrevocable;*

5. *That the parties have been separated de facto since January of the year 2024 and from that day onwards have never reconciled or lived under the same roof. That moreover, there is no prospect of reconciliation between the parties and are living separate lives. (see sworn affidavit attached as Doc. 'C' and Doc. 'D');*
6. *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;*

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

Having heard 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:

KR testified (vide affidavit Dok C at page 16), that the parties married on the 3rd of November of the year two thousand and eighteen (2018), and that no children were born from this marriage. She affirmed that their marriage broke down after the parties realised that they were incompatible and they signed a separation contract in the acts of notary Dr Charmaine Bonnici on the 4th June 2024. She testified that they both have an independent life since January 2024 and therefore there is no possibility of reconciliation. She declared that the parties do not pay any maintenance to one another, and that the parties had no assets between them.

JO testified (vide affidavit page 17) and confirmed and corroborated his wife's testimony.

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.

(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.

Deliberates:

The Court has seen that the parties contracted their marriage on the 3rd November 2018 which marriage bears certificate number 3311/2018, and that from this marriage no children were born.

From the acts of the case it transpires that the parties' have separated by means of a contract of separation enrolled in the acts of Notary Dr Charmaine Bonnici dated 4th of June 2024 (vide Dok B at page 6 et seqq)

Therefore, it is established that the parties were separated at the time they initiated these proceedings in terms of Acts 66B(b) Chapter 16 of the laws of Malta.

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 3311/2018 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.

The Court orders that costs shall be equally divided between the parties.

Read.

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

Nicole Caruana

Deputy Registrar