

CIVIL COURTS
(FAMILY SECTION)

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

Hearing of the 17th of February 2025

Application no.: 389/2024

Case no.: 30

NH
VS
RSW

The Court:

Having seen the sworn application filed by NH dated the 31st of July 2024, (vide translation at page 2), wherein it was held:

- 1. Parties got married on the 16th May 2015 and this as confirmed in the marriage certificate attached and marked as DOK A.*
- 2. From this marriage, no children were born.*
- 3. By means of the separation contract published by Notary Sylvana Borg Caruana, the parties obtained their personal separation on the 11th December 2019. (Separation contract attached and marked collectively as DOK B).*
- 4. There is no reasonable prospect of reconciliation between the parties since they have lived a totally separate life and this as confirmed in the attached affidavit marked as DOK C.*
- 5. Moreover, with regard to maintenance, the parties have renounced to their right to receive and/or claim maintenance from each other and this is stipulated in article 5 of the separation contract.*
- 6. In light of the above, the parties satisfy the conditions required to obtain their divorce in terms of article 66B of the Civil Code, Chapter 16 of the Laws of Malta.*

For these reasons, applicant humbly requests this Honourable Court:

- 1. Pronounce the dissolution of the marriage between the parties.*
- 2. Orders the Registrar of Courts, in a time frame given by the same Honourable Court to inform the Director of Public Registry of the dissolution of the aforementioned marriage so the dissolution is 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 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:

NH testified by means of an affidavit (*vide affidavit at page 3*), that the parties married on the 16th of May of the year two thousand and fifteen (2015), and that no children were born from this marriage . She affirmed that their marriage broke down after the parties realised that they were incompatible. The parties signed a separation contract in the acts of Notary Sylvana Borg Caruana on the 11th December 2019. Plaintiff testified that the parties lead an independent life and therefore there is no possibility of reconciliation. She declared that the parties do not pay any maintenance to one another, and have no joint assets.

RSW testified on Oath on the 11th November 2024 (*vide page 18*) 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 16th May 2015 which marriage bears the certificate number 958/2015. No children were born from this marriage.

From the acts of the case it transpires that the parties' have separated by means of a public deed in the acts of Notary Sylvana Borg Caruana dated 11th of December 2019 (vide Dok B at page 6 et seq)

Therefore, it is established that the parties have been separated in accordance with the time frame required by law.

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 958/2015 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**