

**CIVIL COURTS
(FAMILY SECTION)**

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

Hearing of the 11th June 2025

Application no. : 335/2024 JPG

Case no. : 17

KJ

vs

CM

The Court:

Having seen the application filed by Plaintiff dated 4th July 2024, at page 3 et seq wherein it was held:

- 1. That the parties contracted their marriage on 24th August 2013 in the Public Registry Malta and from this marriage was born the minor child CJM on X (see copy of the marriage certificate marked Doc A);*
- 2. That the parties have separated legally by means of a contract in the acts of Notary Doctor Francesca Cachia Zammit dated 29th May 2023 whereby they have declared that they separated de facto in March 2022 (see copy of contract herewith attached marked as Doc. B);*
- 3. That by means of clause 4 of the said contract, the parties have declared that no maintenance is due reciprocally, whilst by means of clause 10 and 11, the Defendant has bound himself to pay onto the Wife the sum of € 200 as*

maintenance for the minor child only if Defendant is in full-time employment (see Doc.B);

- 4. That the applicant declares that there are no pending dues with regards to maintenance due for their minor child and that there is no reasonable prospect of reconciliation between the spouses who today have been living a separate life from one another. Moreover, since the Defendant is not working on full-time basis, he is not bound to pay any maintenance for the minor child. Therefore, there are no arrears of maintenance due (See Doc. C);*
- 5. 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 applicant humbly requests this Honourable Court to:

- 1. Order the divorce between the parties in terms of Articles 66A et seq of the Civil Code;*
- 2. Order the Registrar of Court 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.*

Save any other orders that this Honourable Court deems fit and just.

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

Having seen that Defendant did not file a sworn reply and failed to appear at the scheduled hearing, therefore Defendant is contumacious according to Law (vide fol 26);

Having seen the note filed by KJ dated 8th May 2025 vide fol 27;

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 fol 11 et seqq.**) that the parties were married on the 24th August 2013 in Malta. One child was born from this marriage, who is still a minor. She stated that their marriage broke down and the parties separated by virtue of a contract of personal separation dated 29th May 2024 in the acts of Notary Dr Francesca Cachia Zammit. The parties have been de facto separated since March 2022. She declared that there is no prospect for reconciliation with her husband. Moreover, she stated that there is an agreement with regards to the maintenance arrears as Defendant is not working on full-time basis as per clause 11(a) of the contract. Therefore there are no arrears of maintenance due.

The Court having seen that Defendant has been duly notified, failed to appear, failed to file a sworn reply and therefore is considered contumacious at law (**vide fol 26**);

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 24th August 2013 in Malta which marriage was registered at Malta's Public Registry, bearing the certificate number 2164/2013 (vide Dok A at page 5). One child was born from this marriage who is still a minor;

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 Francesca Cachia Zammit on the 29th May 2023 (vide Fol 6 et seqq), but have been living separately since March 2022. Therefore, it is established that the parties have been separated in excess of the timeframe required by law.

The record shows that Plaintiff claims the Defendant is not in default regarding maintenance payments.

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 2164/2013 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