



**QORTI CIVILI
PRIM' AWLA**

**ONOR. IMHALLEF
RAYMOND C. PACE**

Seduta tas-26 ta' Gunju, 2003

Citazzjoni Numru. 1112/2001/1

Pier Giorgio Buttigieg

VS

Cheryl Buttigieg

Il-Qorti,

I. PRELIMINARI.

Rat ic-citazzjoni attrici a fol. 1 fejn gie premess:-

Illi l-partijiet izzewwgu b'mod civili fil-15 ta' Frar 1985 f'Kodaikanal, Madurai, India skond l-anness certifikat taz-zwieg hawn anness u mmarkat Doc "A", liema zwieg gie irregistrat f'Malta skond certifikat hawn anness u mmarkat Doc "B".

Illi l-kunsens tal-kontendenti huwa vvizjat b'difett serju ta' diskrezzjoni ta' gudizzju fuq il-hajja mizzewga jew fuq id-

drittijiet u d-dmirijiet essenzjali taghha, jew b'anomalija psikologika serja li taghmilha mpossibbli ghall-konvenuta li taqdi l-obbligazzjonijiet essenzjali ghaz-zwieg.

Illi l-kunsens ta' l-attur nkiseb bl-eskluzjoni pozittiva taz-zwieg innifsu jew ta' xi wiehed jew aktar mill-elementi essenzjali tal-hajja mizzewga fosthom, ghax il-konvenuta li kienet diga' armla bi tlett itfal mill-ewwel zwieg taghha riedet taghti futur ahjar lill-uliedha bl-isperanza illi f'xi zmien jigu Malta u jiehdu c-cittadinanza Maltija, liema cittadinanza akkwistaw ftit wara li gew jirrisjedu Malta.

Illi dan iz-zwieg sehh ghal din ir-raguni u cioe` biex il-konvenuta w uliedha mill-ewwel zwieg jiehdu c-cittadinanza Maltija fuq imsemmija, b'dan illi meta akkwistaw l-istess beda jinholoq inkwiet fil-hajja matrimonjali tal-kontendenti tant li sseparaw *de facto* u li sussegwentement din is-separazzjoni giet pronunzjata mill-Prim Awla tal-Qorti Civili fil-kawza fl-ismijiet “**Pier Giorgio Buttigieg vs Cheryl Buttigieg**” deciza 24 ta' Mejju 2001 citazzjoni numru 2384/97/RCP.

Illi l-attur kien affettat b'marda psikologika ossija b'*manic depression* liema zwieg huwa konsegwentement null *ab initio*.

Illi l-kontendenti ma kellhomx fi zmien li sar iz-zwieg setghat intelletwali jew ta' rieda bizzejjed biex jinholoq kunsens ghaz-zwieg.

Illi l-istess attur talab li l-konvenuta tghid ghaliex din l-Onorabbli Qorti ma ghandhiex:-

1) Tiddeciedi u tiddikjara li z-zwieg bejn il-partijiet tal-15 ta' Frar 1985 f'Kodaikanal, Madurai, India skond l-anness certifikat taz-zwieg hawn anness u mmarkat Doc A, liema zwieg gie irregistrat f'Malta skond certifikat hawn anness u mmarkat Doc B huwa null u invalidu ghall-finijiet u effetti kollha tal-ligi a tenur ta' l-Att taz-Zwieg (Kap. 255 tal-Ligijiet ta' Malta) kif ssusegwentement emendat.

Bl-ispejjez u l-ingunzjoni tal-konvenuta ghas-subizzjoni

Kopja Informali ta' Sentenza

Rat id-dikjarazzjoni attrici a fol 3 tal-process;

Rat il-lista ta' xhieda u d-dokumenti esebiti a fol 4 sa 6 tal-process;

Rat in-nota tal-eccezzjonijiet tal-konvenuta a fol 12 fejn gie exceptit:

1. Illi hija taqbel li z-zwieg celebrat bejn il-kontendenti fil-15 ta' Frar 1985 f'Kodaikanal Madurai India huwa null u bla effett pero` ghal ragunijiet imputabbli lill-attur;

2. Salv ecceccjonijiet ulterjuri.

Rat id-dikjarazzjoni u l-lista ta' xhieda a fol 13 tal-process;

Rat il-verbali tal-4 ta' Frar 2002, tal-10 t'April 2002 fejn din il-kawza bdiet tigi mismuha minn din il-Qorti kif prezentament ippresjeduta w inghata digriet tal-affidavit tal-partijiet ta' 30 jum kull wiehed.

Rat in-nota tal-attur tal-20 ta' Mejju 2002 fejn prezenta l-affidavit tieghu stess (fol 18 sa 22).

Rat il-verbali tal-5 ta' Gunju 2002 fejn Dr Edward Debono ghall-attur ddikjara li m'ghandux provi aktar, tas-26 ta' Novembru 2002 fejn Dr Clarke ghall-konvenuta prezentat nota b'diversi dokumenti li gew prezentati bi qbil mad-difensur tal-kontro-parti. Dr Clarke iddikajrat li m'ghandiex provi aktar u talbet li taghmel nota ta' osservazzjonijiet. Il-Qorti laqghet it-talba u tat-terminu ta' 60 jum lill-partijiet ghall-prezentata tal-istess u ddifferiet il-kawza ghas-sentenza ghas-26 ta' Gunju 2003.

Rat id-dokumenti esebiti.

Rat l-atti kollha l-ohra tal-kawza.

II. KONSIDERAZZJONIJIET

(A) PROVI PRODOTTI

Illi fl-affidavit tieghu bil-lingwa Ingliza **I-attur Pier Giorgio Buttigieg** sostna:-

"I went to India as a Jesuit priest in March 1983, to continue my Jesuit training, (Tertianship) and re-examine my priestly vocation as I was undergoing a vocational crisis. I was staying at Sacred Heart College, Shambaganur, Madurai District, South India. It was during this time that I met Mrs. Cheryl Malani, a widow with three children, namely Harish (12 yrs. old), Nisha and Tanya (twins: 10 yrs. old)."

"I was introduced to the family by two Irish nuns who asked me, as Counselor, whether I could help the children as they had just lost their father in a fatal car accident in Nigeria. (1981)".

"During this time I was also ministering to the Catholic community in Kodaikanal International School (KIS) and helping with some counseling sessions with the students. Here again I met the mother of the children, Cheryl, as she was the Secretary to the Counselors of the School".

"During this time, we had a close relationship which developed into an affectionate affinity. In January 1984 I was asked by my Superiors to return to Malta and in March sent to Libya to minister to the English and Italian communities in Tripoli. It was during this time that I took the decision to resign from the priesthood and the Jesuit Order, When I returned to Malta I signed my dispensation papers in front of Fr. Robert Soler S.J., Provincial and Fr. Reno Grech S.J. (The Dispensation was later granted from Rome on 1988)".

"I was offered a post as Personal Counselor-cum-Religious Education Teacher from Dr. N. Habel, Principal of the Kodaikanal International School who assured me the job would be given by January 1985. From Tripoli (Libya) I wrote to Mrs. Cheryl Malani and asked her whether she

would be willing to marry me and thus start a fresh life for the both of us”.

“She agreed to the proposal and came to London in December 1984 where I had planned for a blessing by a Jesuit friend but to my surprise when I arrived in London I was told he had passed away. And so we agreed to have a civil marriage in India. This took place on the 14th February 1985 at Kodaikanal. On the 4th March 1986 we were blessed by the birth of a boy, Pier Luigi”.

“I would like to emphasise that the full contract with the KIS school was first given to me as a single person. It was only after marrying Cheryl that Dr. Habel added the names of Cheryl and the children to the contract in such a way that everybody benefited: free accommodation and schooling, all expenses paid trip for all to Malta on expiry of contract (June 1989)”.

“Till the final contract was approved by the Indian Government (15th March 1985) I was working at KIS as a volunteer but with the assurance from Dr. Habel that I would be paid the full salary offered at that time retrospectively. This was done when I returned to Malta in 1989”.

“In February 1989 I was informed from Malta that there was a vacancy for a teaching post at the Verdala International School, Pembroke and so I sent in my application. In April of the same year, I was told that I had been accepted and that I could join the teaching staff for the scholastic year starting September 1989”.

“Cheryl and the children were thrilled by this news and showed great eagerness to return to Malta as we had already visited for a holiday a year before. They all liked the island and Cheryl was convinced that this was the right place for the safety and upbringing of the children”.

“I would like to note that I left KIS with full honours as I had served the school in my capacity as Personal Counselor along with teaching Theory of knowledge and Psychology

at the International Baccalaureate curriculum level. Later on, I was also given the position of day-school Co-ordinator”.

“All this can be confirmed by the letters of referral from Principals and Department Heads - which have already been submitted to the Courts”.

“My wife's Cheryl's fixation that I was under a deep depression and stress is unfounded and is not borne out from the above. That I was feeling homesick and wished to return to Malta to be with my ailing 78-yr-old mother was an initiative on my part to accept the Malta contract with the Verdala International School”.

“It is true that the net income from India (keeping in mind the fringe benefits such as free board and lodging etc) and the fact that I had only received Lm500 as my severance (lump sum) pay for my 17-yr-service in the Jesuit order, might not sound like much. However, my wife Cheryl at that time who was aware of my financial situation, always replied "Money should never be a problem for us." Later I got to know why: her husband was very well covered with a Life Insurance Policy which in an Indian context was very substantial”.

“We came to Malta on the 7th of June 1989. For the first month, my mother hired a flat s at Marsascula, till we bought a house "Kodaikanal", Triq il-Korvu, San Gwann. (Contract with Notary Dr Pierre Attard on the 26th October 1989). We borrowed Lm15,000 from the three children - Harish, Tanya and Nisha - money they had inherited from their father. I got a loan of Lm10,000 from Lohombus, which I am still repaying in monthly payments till this very day. I started working at the Verdala International School under Mr. Simpson as Principal who originally had offered me the job. In a few months there was a new Headmaster, Dr Russell who asked me to teach subjects that I did not apply for. So I resigned after he had assured me in writing that the three children Harish, Nisha and Tanya would still keep their free tuition till graduation”.

“So I started teaching at Mt. Carmel College, (the present-day St. Elias College), Sta Venera, in 1991-2. Eventually there was an opening at the Educational Dept for the teaching of Philosophy and Systems of Knowledge and so I joined the G.F. Abela upper Lyceum, Msida for which I applied and taught there from 1992-1995”.

“In 1995 I got an interim transfer for a year to the Junior Lyceum, Corradino, Malta. In 1995 I was given a post as a Guidance and Counseling Teacher-cum-Philosophy at the Giovanni Curmi Higher Secondary School, Naxxar which I hold to this present time. This was a position similar to the one I had in India and one for which I had been trained and hence one in which I feel more fulfilled with greater job satisfaction”.

“It is to be said that I have always done my best to maintain and sustain the family and with great sacrifice on my part did everything to see that the family lacked nothing. Having six mouths to feed was no joke and until Cheryl started working (1994) things were rather tough. It was at this point that, understandably, I was under stress and started visiting Dr. Peter Muscat for the needed therapy. Here again Cheryl had a fixation that I was not taking my medication and not seeing Dr. Muscat regularly. But he letter of Dr Peter Muscat himself gives the lie to all this”.

“In 1992 Cheryl, for some unknown reason, started to make things difficult for me e.g. not sharing the matrimonial bed, not leaving food for me when I came late, not allowing any of my relatives (including my mother) and/or friends to visit our home etc. And finally giving me the ‘silent treatment’. I could not take this any more because it had come unbearable to live under the same roof and for my peace of mind and body I left the house and rented a flat”.

“Another aspect which really upset me was that while before Cheryl and the children wanted to remain Indian citizens, she went to the Prime Minister's Office and all four of them changed citizenship and became Maltese citizens without my knowledge or consent. I came to know this from an outsider. I would like to emphasise that while my wife

and the three step-children held an Indian citizenship, everything was going on smoothly. As soon as they all became Maltese citizens, matters became intolerable with regard to their behaviour towards me”.

“Then what was told in India by an old Irish nun in 1985 appeared all very clear to me. She had told me; “Your wife married you for your passport and to have a better future for the three children.” This was her real motive for marrying me - namely a marriage of convenience. This proved right because as soon they became Maltese citizens they started benefiting not only from the social services but also landing cushy jobs which before had been inaccessible”.

“When I left our house I merely took my personal belongings which were mainly my books and some furniture I had inherited from my mother. All the rest (electrical appliances i.e. TV, computer, fridge, cooker and the rest of the furniture) remained in the house as I did not want any of the children to suffer because of our inability to live as husband and wife. My only demand was to see my natural son Pier Luigi as stipulated by Court”.

“On a very personal note, as I reflect from the wisdom of hindsight, I have come to the conclusion that the so-called marriage in Kodaikanal was premature and that although there was a lot of body chemistry between us, this was due to certain factors among which was the fact that I had just left the Jesuit Order and was desperately looking for companionship and someone to share my life with, and, on her part, Cheryl had just lost a husband in tragic circumstances and was looking for some ‘protective male’ presence.”

Illi fl-affidavit tagħha bil-lingwa ngliza l-konvenuta **Cheryl Buttigieg** qalet:

“I first got to know plaintiff in 1983 when he was a Jesuit father in India. I was widowed in Nigeria in 1981. I and my three children came to India in July 1982. I was regularly employed on a full-time basis with the Kodaikanal

International School. As an employee of this school my children were given free education in the school for which I only had to pay the token fee of Lm1.00. The school also rented accommodation for me and my family although we had other property which we had inherited on my husband's death".

"In 1984 plaintiff was sent to Libya by his superiors. When he was in Libya he sent me a letter proposing marriage - this happened in August 1984. On plaintiff's request we made arrangements to meet in London in December 1984 where we would get married. Plaintiff told me that he found a priest who would officiate at our wedding. We met in London as planned; we stayed at Jesuit house where I was introduced as "a friend". However we did not get married - plaintiff told me that the priest had died".

"From London we went for a holiday to Italy where we spent about a month. Plaintiff had no means to support himself and I paid for all our expenses. From Italy we went to India. Plaintiff took up residence with me and my children in the house that was for me by the school as above stated. This house had been our home since 1982 complete with all electronic appliances, colour T.V. video and furniture all of which was brought from my home in Nigeria. Before plaintiff's arrival in 1985 I also owned a car (with a driver) and had two maids".

"Soon after our return to India we got married by a registrar - this took place on the 14th February 1985. At that time plaintiff had not yet been granted the dispensation from his views. In March 1996 we had a son Pier Luigi".

"Immediately on our return to Malta we spent a month in a rented flat but soon after we bought a house at San Gwann i.e. the current matrimonial home. The contract was made on the 26th October 1989 before Notary Dr. Pierre Attard. Plaintiff had no savings whatsoever so in order to buy the house we used the proceeds from the premature encashment of my investments, we borrowed Lm15,000 from my three

children (this was money they had inherited from their father) and we got a loan of hm10,000 from Lohombus. I also got some of the furniture I had in India. The rest of my belongings were sold, including the flat I owned in Bombay and the proceeds from their sale were sent periodically to Malta over two years. This money was used for our daily needs”.

“We came to Malta in June. Plaintiff was unemployed until September. Three months after he commenced teaching at the American School in Pembroke. Although we were now in Malta and plaintiff had found employment his moods did not get any better. After two months he was informed that the following year his contract would not be renewed. Some time after I was given part-time work at the same school and have retained a full-time job there since 1993”.

“In 1990 plaintiff had no job and his moods worsened. A few days before school opened in Autumn 1990 Mt. Carmel College required a teacher to replace another who had resigned unexpectedly, plaintiff took the job but sometime in 1991 he walked out of the job. He then started working at the Junior Lyceum but in 1992 he left and went to the Santa Venera School. It was at this point that I employed myself because I had to ensure that my family was adequately provided for - I could not rely on plaintiff's instability for this”.

“In 1991 plaintiff first consulted with Dr. Peter Muscat who diagnosed plaintiff's illness as a manic depression and ordered medication as well as mood stabilisers. However he rarely took these with the obvious consequences”.

“After a year in Malta plaintiff sought to adopt my three elder children. He commenced procedures and demanded that I sign documents contents of which were not clear to me, so I refused. My children were also extremely reluctant to give up their father's surname so we stopped the adoption. This happened in 1991. Plaintiff was not at all pleased. Plaintiff is now claiming

that the adoption was not finalised because in the meantime my children acquired Maltese nationality and did not need the assurance adoption by a Maltese national would give them. This is not true. My daughters were naturalised in 1993 whilst my son was naturalised in 1995 after five years of residence here.

"I must add that in 1990 we had decided to leave Malta and even started making preparations to go back to India. In fact we received a letter from the Vice-Principal of the American School confirming that they would accept the children but saying that there was no job for plaintiff. In those circumstances we decided to stay in Malta".

"During the years plaintiff contributed minimally towards everyday needs. When he was employed he used to give me Lm3.00 a day although erratically. This was reduced to Lm80.00 a month, then further reduced to Lm40.00 - this to feed a family of six. This was impossible so I employed myself starting at a minimum wage of Lm160, whilst my daughters worked as baby-sitters to supplement my income".

"We decided to move to a smaller house, assuming that life would be better with more money available but the entire process was mishandled by plaintiff. He signed a "convenium" without my knowledge and also committed a deposit of Lm500 which we eventually lost. He took loans from several friends and also used our house as collateral. He even surrendered his life insurance policy".

"In 1992 I consulted a lawyer - Dr. Giovanni Bonello - who sent plaintiff several letters. I also commenced procedures for a legal separation; the Second Hall granted me care and custody of our minor child and ordered plaintiff to pay maintenance of Lm100 a month. On obtaining the decree from the Second Hall plaintiff refused to pay Lohombus. He found an apartment for himself and we agreed that the Lm78.00 be paid to Lohombus from the Lm100 maintenance. This would leave me with Lm22 a month but I had no choice as

cohabitation was impossible. However for five years plaintiff paid Lohombus but did not pay me the monthly balance of Lm22.00”.

“From 1992 to 1996 we reconciled five times - each time plaintiff would promise to take his medication and bring in a steady income, but every time he failed to do so. In 1997 plaintiff tried to take a bank loan without my knowledge. When the bank sent me papers to sign I refused. I went to speak to the manager and I learnt that he lied - he said he needed the loan as one of my children required to go abroad”.

“In 1997 plaintiff commenced separation proceedings. The Second Hall ordered plaintiff to pay Lm30.00 per month as maintenance for our son; he was also ordered to continue paying Lohombus. Plaintiff now has full time employment as a teacher with the Government; he also teaches in summer ESL to foreigners and gives private lessons throughout the year”.

“In conclusion I would add that plaintiff and I never celebrated a church wedding here in Malta. Plaintiff tried to make arrangements for a church wedding but I later found out this was not possible, I later found out. Plaintiff insisted that some sort of ceremony be held, so he made arrangements with a Jesuit friend of his to have our "union blessed" - this took place on the 14th February 1990. It was only a long time after that I was informed that this was not a marriage and I got to know when I went to get a certificate from Church. I could not be given a certificate because there was no marriage.”

Illi fl-atti processwali hemm ix-xhieda tal-istess partijiet fil-kawza ta' separazzjoni bejniethom u ta' Dr. Peter Muscat.

(B) PRINCIPJI LEGALI.

Illi l-attur qed issostni li z-zwieg tieghu huwa null peress:

Kopja Informali ta' Sentenza

“Illi l-kunsens tal-kontendenti huwa vvizjat b'difett serju ta' diskrezzjoni ta' gudizzju fuq il-hajja mizzewga jew fuq id-drittijiet u d-dmirijiet essenzjali taghha, jew b'anomalija psikologika serja li taghmilha mpossibbli ghall-konvenuta li taqdi l-obbligazzjonijiet essenzjali ghaz-zwieg.

Illi l-kunsens ta' l-attur nkiseb bl-eskluzjoni pozittiva taz-zwieg innifsu jew ta' xi wiehed jew aktar mill-elementi essenzjali tal-hajja mizzewga fosthom, ghax il-konvenuta li kienet diga' armla bi tlett itfal mill-ewwel zwieg taghha riedet taghti futur ahjar lill-uliedha bl-isperanza illi f'xi zmien jigu Malta u jiehdu c-cittadinanza Maltija, liema cittadinanza akkwistaw ffit wara li gew jirrisjedu Malta.

*Illi dan iz-zwieg sehh ghal din ir-raguni u cioe` biex il-konvenuta w uliedha mill-ewwel zwieg jiehdu c-cittadinanza Maltija fuq imsemmija, b'dan illi meta akkwistaw l-istess beda jinholoq inkwiet fil-hajja matrimonjali tal-kontendenti tant li sseparaw de facto u li sussegwentement din is-separazzjoni giet pronunzjata mill-Prim Awla tal-Qorti Civili fil-kawza fl-ismijiet “**Pier Giorgio Buttigieg vs Cheryl Buttigieg**” deciza 24 ta' Mejju 2001 citazzjoni numru 2384/97/RCP.*

Illi l-attur kien affettat b'marda psikologika ossija b'manic depression liema zwieg huwa konsegwentement null ab initio.

Illi l-kontendenti ma kellhomx fi zmien li sar iz-zwieg setghat intelletwali jew ta' rieda bizzejjed biex jinholoq kunsens ghaz-zwieg.”

Illi dawn il-premessi li fuqhom hija bbazata l-azzjoni attrici huma kkontemplati fl-**artikolu 19 (1) (d) (f) (g) u (h) tal-Kap 255 tal-Ligijiet ta' Malta** u cioe` l-Att dwar iz-Zwieg.

Illi l-**artikolu 19 (1) (d) u (f) tal-Kap 255 tal-Ligijiet ta' Malta** jinqraw hekk kif gej:-

“Artikolu 19 (1) B'zieda mal-kazijiet fejn zwieg ikun null skond xi dispozizzjoni ohra ta' dan l-Att, iz-zwieg ikun null:-

(d) jekk il-kunsens ta' xi wahda mill-partijiet ikun vizzjat b'diffett serju ta' diskrezzjoni ta' gudizzju fuq il-hajja mizzewga, jew fuq id-drittijiet u d-dmirijiet essenzjali taghha, jew b'anomalija psikologika serja li taghmilha impossibbli ghal dik il-parti li taqdi l-obbligazzjonijiet essenzjali taz-zwieg.

(f) jekk il-kunsens ta' xi wahda mill-partijiet ikun inkiseb bl-eskluzjoni pozittiva taz-zwieg innifsu, jew ta' xi wiehed jew aktar mill-elementi essenzjali tal-hajja mizzewga, jew tad-dritt ghall-att taz-zwieg.”

Illi artikolu **19 (1) (d) tal-Kap 255** jghid illi z-zwieg ikun null jekk il-kunsens ta' xi wahda mill-partijiet ikun vizzjat b'diffett serju ta' diskrezzjoni ta' gudizzju fuq il-hajja mizzewga, jew fuq id-drittijiet u d-dmirijiet essenzjali taghha, jew b'anomalija psikologika serja li taghmilha mpossibbli ghal dik il-parti li taqdi l-obbligazzjonijiet essenzjali taz-zwieg.

Illi ghar-rigward tal-istess **artikolu 19 (1) (d)** mill-provi migbura jirrizulta li l-kontendenti, qabel ma zzewgu, ma kkunsidrawx bis-serjeta' l-valuri u l-principji tal-hajja mizzewga. Fil-fatt inghad li l-kuncett ta' d-diskrezzjoni ta' gudizzju *“supposes not only maturity of intellect but also a maturity of the will, that is an ability to take decisions responsibly. A person must possess a critical faculty and internal freedom of choice in order to contract validly”*.

“Psychic disorders which give rise to a defect of due discretion include immature personality, which may be characterised by affective infantilism immature character, affective immaturity and an emotionally unstable personality. Serious immaturity could very easily constitute a ground of nullity for a marriage. In a Rotal decision of 1961 Sabattani held that a person either has or has not sufficient discretion of judgement to marry. If he has not, then he suffers from ‘amentia’, not in the sense of insanity, but in the sense that he lacks the sufficient maturity of judgement to understand and choose

marriage..... Therefore, the weakness which affects the mind can merely result from the lack of maturity”.

Illi **G. Veness**, kif ikkwotat minn **N. Picard** fit-trattat **‘L’Imaturite’ et le Consentement Matrimonial**” (pg. 54-55) jghid is-segwenti:-

“The judge must consider the overall behaviour of the spouse, taking into account the gravity of the conduct, its continuity throughout the conjugal life, its influence on the couple’s equilibrium, the relation of behavioural disorders to the ‘ius in corpus and also to the right to the community of life and to consider also all the other factors which are relevant to the determination of the gravity of this immaturity with reference to married life.”

Illi dwar dan is-sub-artikolu din il-Qorti kif presjeduta diga` kellha okkazzjoni tezaminah, u ghalhekk taghmel referenza ghas-sentenzi **“Joseph Borg vs Maria Nicolina Cutajar gia` Borg”** (Cit. Nru. 1564/97/RCP deciza fil-21 ta` Ottubru 1999) u **“Kevin Spiteri vs Av. Dr. Renzo Porsella Flores et noe”** (Cit. Nru. 2443/97/RCP deciza fit-18 ta` Jannar, 2000); **“Anthony Gallo vs Dr. Anthony Cutajar et nomine”** (P.A. (RCP) 28 ta` Mejjun 2002); **“Ali Chahid vs Mary Spiteri”** (P.A. (RCP) 5 ta` Gunju 2002; **“Giulio Farrugia vs Raquel Anne Farrugia”** (P.A. (RCP) 29 ta` Mejjun 2002; **“Romina Zammit vs Paul Zammit”** (P.A. (RCP) 30 ta` Mejjun 2002) u diversi sentenzi ohrajn u tirreferi u taddota ghalhekk l-istess principji hemm enuncjati.

Illi f`dawn is-sentenzi, u fid-decizjoni **“Josette Lungaro vs Jesmond Lauro”** (P.A. (RCP) l-1 ta` Frar 2001) il-Qorti ghamlet referenza ghas-segwenti espozizzjoni ta` **Viladrich** li jghid:-

“Thus, there is grave lack [of discretion of judgment] when it is proven that a contracting party lacks intellectual and volitional maturity necessary to discern, in view of binding oneself in an irrevocable manner, the essential rights and duties of marriage, which are the object of mutual surrender and acceptance. The discretion of judgment

refers to that degree of maturity of comprehension and of will of the contracting parties which enables them to give and receive each other, through a juridical bond, in a unique community of life and love. This community is indissolubly faithful, ordered to the good of the spouses as well as to the procreation and education of the offspring. (Viladrich, P.J. "Matrimonial Consent in Code of Canon Law Annotated" (Montreal, 1993) p. 686).

Illi fis-sentenza "**Kevin Spiteri vs Av. Dr. Renzo Porsella Flores et noe**" (Cit. Nru. 2443/97/RCP deciza fit-18 ta' Jannar 2000) il-Qorti spjegat:-

"Kwantu ghall-obbligazzjonijiet essenzjali taz-zwieg, din il-Qorti tifhem li, fin-nuqqas ta' definizzjoni jew indikazzjoni fil-Kap 255, dawn l-obbligazzjonijiet essenzjali huma dawk li fis-socjeta` Maltija dejjem u nvarjabbilment gew ritenuti bhala l-obbligazzjonijiet essenzjali taz-zwieg. Dawn huma "the obligation concerning the conjugal act or carnal union, as bodily union and basis of procreation; the obligation of the community of life and love as an expression of the union between man and woman, mutual well-being, which is inseparable from the provision of an environment conducive to the reception and education of children; and the obligation to receive and bring up children within the context of a conjugal community. It is important to remember that these essential obligations must be mutual, permanent, continuous, exclusive and irrevocable so that there would be incapacity if one of the contracting parties should be, due to a psychological cause, incapable of assuming these obligations with these essential characteristics". (Viladrich, P.J. op. cit., p. 687).

Illi l-Qorti tirreferi wkoll ghal dak li nghad dwar id-drittijiet u dmirijiet u l-elementi essenzjali taz-zwieg, fis-sentenza "**Mary Mustefa Al Muhamed vs Mustefa Mustefa Al Muhammed**" (P.A. (NA) 27 ta' Lulju 1999) u cioe`:-

*"Fil-kawza "**Haidin vs Haidin**" (PA. (Q.K) 7 ta' Lulju 1994), il-Qorti qalet illi m'ghandu jkun hemm ebda motivazzjoni li ggieghel persuna tersaq ghaz-zwieg ghajr*

l-imhabba lejn persuna ohra w ix-xewqa li tqatta' l-kumplament ta' hajjitha fil-kumpanija taghha. Fiz-zwieg wiehed irid ikun lest li jaghtiha t-totalita' tieghu nnifsu esklussivament lill-persuna l-ohra, u din l-ghotja trid tkun mhux biss reciproka izda motivata bi hsieb genwin li verament ikun irid johloq 'a partnership for life'".

*"Mill-gurisprudenza nostrana, jista' jinghad illi d-dmirijiet u drittijiet tal-mizzewgin fiz-zwieg huma dawk li komunament wiehed jistenna fi zwieg normali fis-socjeta' taghna. Fost dawn, wiehed isemmi l-fedelta' u l-assistenza, l-unita' u l-indossibilita' taz-zwieg, il-hajja komuni flimkien, id-dritt u d-dmir illi jittiehdu decizjonijiet flimkien intizi fl-ahjar interess tal-familja w il-prokreazzjoni ta' l-ulied. Il-hajja mizzewga timporta li l-mizzewgin jaqsmu kollox flimkien u li jkunu ta' ghajnuna u ta' assistenza lil xulxin, b'impenn shih a favur ta' xulxin u taz-zwieg taghhom l-element tal-'communio vitae'. Fil-kawza "**Micallef vs Micallef**" deciza fl-4 ta' Meju 1993, il-Prim' Awla tal-Qorti Civili enuncjat illi 'element essenzjali tal-hajja mizzewga skond il-ligi taghna huwa d-dritt tal-mizzewgin ghall-komunjoni tal-hajja ('communio vitae') bejniethom".*

Illi rigward l-**artikolu 19 (1) (f) tal-Kap 255 tal-Ligijiet ta' Malta**, dan l-artikolu jikkonsidra kemm is-simulazzjoni totali ("*colorem habens, substantiam vero nullam*") kif ukoll dak parzjali (*colorem habens, substantiam vero alteram*) tal-kunsens.

Illi rigward it-tifsira tal-frazi "*eskluzjoni pozittiva taz-zwieg innifsu*", jew kif maghruf ukoll bhala simulazzjoni totali, l-Qorti fil-kawza "**Bonnici vs Bonnici**" (P.A. 30 ta' Lulju 1982) qalet illi biex ikun hemm simulazzjoni totali jrid jigi ppruvat il-'*finis operis*' taz-zwieg gie effettivament eskluż mill-vera rieda ta' parti jew ohra, ghalkemm formalment tkun sehhet ic-celebrazzjoni taz-zwieg.

Illi fis-sentenza "**Cali vs Dr. Albert S. Grech nomine**". (P.A. 22 ta' Gunju 1988) il-Qorti qalet illi jekk tmur ghacerimonja tat-tieg u nternament tissostitwixxi l-ideat tieghek fuq x'inhu zwieg jew inkella xort'ohra teskludi l-

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veru kuncett taz-zwieg, hi forma ta' simulazzjoni totali. Fid-decizjoni **“Galea vs Walshi”** (P.A. 30 ta' Marzu 1995) il-Qorti spjegat simulazzjoni bhala *“meta l-atti, gesti jew kliem esterni ma jikkorrispondux ghall-kunsens intern li jkun inghata”*. Illi fis-sentenza **“Muscat vs Borg Grech”** (P.A.14 ta' Awissu 1995) il-Qorti spjegat il-kuncett ta' simulazzjoni b'dawn il-kliem:-

“Ghalhekk min esternament ikun wera li qed jaghti l-kunsens matrimonjali izda jkun internament u b'att pozittiv tal-volonta' tieghu qed jichad il-kunsens ghal dak iz-zwieg ikun qed jissimula l-kunsens tieghu”.

Illi kif gie nsenjat fid-decizjoni fl-ismijiet **“Francesco Teuma vs Luigi Camilleri et”**, (K. 1 ta' Ottubru 1884 - Vol. X p. 912):-

“a poter dedursi la invalidita dell'atto e' necessario che risulti chiaro, che cio' che si contrattava non era la yenta, ma una simulazione, cioe' 'fictio seu ostensio falsi pro vero'.

Illi fil-kawza **“Anthony Gallo vs Dr. Anthony Cutajar et nomine”** (P.A. (RCP) 28 ta' Mejju 2002) inghad li *“meta wiehed jitkellem dwar l-eskluzjoni taz-zwieg jew wiehed mill-elementi essenzjali tieghu, wiehed irid jifli jekk il-kontendenti jew wiehed minnhom, allavolja hu kapaci jaghti l-kunsens validu taz-zwieg, pero` bl-att tieghu qabel u fil-hajja mizzewga, jew bl-ommissjoni tieghu, eskluda a priori certu obbligi essenzjali tal-hajja mizzewga, cjoe', issimula l-kunsens tieghu totalment fejn eskluda a priori z-zwieg, jew inkella fejn filwaqt il-kunsens hu jew hi eskludew xi wahda jew aktar mill-elementi essenzjali tal-hajja mizzewga, u cjoe' saret simulazzjoni parzjali”*.

Illi fil-fatt din il-Qorti taqbel mal-istess definizzjoni u fil-fatt fis-sentenza **“Al Chahid vs Mary Spiteri”** (P.A. (RCP) 5 ta' Gunju 2002 inghad li *“wiehed jinnota li taht l-**artikolu 19 (1) (f)** trid issir distinzjoni cara bejn zwieg li jfalli minhabba cirkostanzi li jirrizultaw waqt iz-zwieg, u zwieg li jfalli ghax wiehed mill-partijiet minn qabel ma ta l-kunsens tieghu kien gja' mentalment dispost li ma jottemprax ruhu*

ma' xi wahda jew aktar mill-obbligi matrimonjali. Fl-ewwel ipotesi hemm ir-ragunijiet li jaghtu lok ghas-separazzjoni u fit-tieni ipotesi hemm l-estremi tal-annullament taz-zwieg”.

Illi fil-fatt ghal dak li jolqot l-kuncett ta' “l-eskluzjoni pozittiva ta' xi wiehed jew aktar mill-elementi essenzjali tal-hajja mizzewga”, u cjoe' simulazzjoni parzjali, il-Prim' Awla tal-Qorti Civili fil-kawza “**Abdel Wahed vs Dr. Yana Micallef Stafrace et**” (P.A. (NA) 14 ta' Lulju 1994) elenkat l-element essenzjali taz-zwieg bhala li jikkonsistu fil-“*kommunjoni tal-hajja konjugali, l-indissolubilita' tar-rabta taz-zwieg, id-dritt ghall-fedelta' u d-dritt ghall-prokreazzjoni ta' l-ulied*”. L-istess elementi gew ikkonfermati wkoll fil-kawza “**Aquilina vs Aquilina**” (P.A. (NA) 30 ta' Jannar 1991) u fis-sentenza “**Grech vs Grech**” (P.A. (NA) 9 ta' Ottubru 1990). Dawn huma wkoll l-elementi fil-ligi kanonika.

Illi l-komunjoni tal-hajja konjugali u l-“*consortium vitae*” tikkompreni zewg elementi u cjoe' l-imhabba konjugali u r-responsabilita` tal-familja. Kif qalet il-Prim' Awla tal-Qorti Civili fid-decizjoni “**Magri vs Magri**” (14 ta' Lulju 1994):-

“Jekk din il-“consortium vitae” hija nieqsa, l-oggett innifsu tal-kunsens taz-zwieg huwa wkoll nieqes. Din il-“Consortium Vitae” tikkompreni zewg elementi li huma l-imhabba konjugali u r-responsabilita' tal-familja.”

Illi fil-fatt l-element ta' l-indossolubilita` taz-zwieg jehtieg li l-kunsens ikun ibbazat fuq rabta dejjiema bejn ragel u mara wahda, mibnija fuq il-fedelta` u formazzjoni tal-familja. Il-ligi Maltija tippresuponi ‘*uris tantum*’ dan l-element ta' indossolubilita` fiz-zwieg.

Illi fil-fatt, **J. Edwards Hudson** (pg. 164-165), jispjega car li “*indissolubility can be excluded from consent in two different ways: either because the spouse, knowing the true nature of marriage, nevertheless contract with the understanding that he will have the option of dissolving the bond and recovering his former free status, or because the spouse formulates his own doctrine on marriage, from which the idea of indissolubility is absent*

and to which he adheres totally with both intelligence and will power”.

Illi wkoll, **D.J. Burns**, fil-kummentarju tieghu (**D.J. Burns**, **“Matrimonial Indissolubility: Contrary Conditions. A Historical Synopsis and Commentary”**. pg.151) jghid li *“it is not necessary that this intention (i.e. li teskludi l-indossolubilita’) was formulated as an express agreement, it can be inferred either from an explicit declaration of one or both parties, or consequent on certain words or actions implying that effect, or as a result of the narration of the circumstances of the contract.”*

Illi hawn ukoll il-Qorti tirreferi ghal dak li ngħad fis-sentenza **“Sharon Lanzon mart Francis Attard vs Francis Attard”** (P.A. (RCP) 15 ta’ Marzu 2000) u cjoe’:-

“Meta wiehed jitkellem dwar l-eskluzjoni taz-zwieg jew wiehed mill-elementi essenzjali tieghu, wiehed irid jifli jekk il-kontendenti jew wiehed minnhom, allavolja huwa kapaci li jagħti kunsens validu taz-zwieg, pero` fl-atti tieghu qabel u fil-hajja mizzewga, jew bl-ommissjoni tieghu eskluda a priori certu obbligi essenzjali tal-hajja mizzewga, cjoe’ issimula l-kunsens tieghu totalment fejn eskluda a priori iz-zwieg, jew inkella fejn waqt li l-kunsens hu jew hi eskcludew xi wahda jew aktar mill-elementi essenzjali tal-hajja mizzewga, u cjoe’ saret simulazzjoni parzjali”.

Illi ssir referenza wkoll għas-sentenzi ricenti ta’ din il-Qorti fl-ismijiet **“Lydia Musu’ vs Dr. Ian Spiteri Bailey”** (P.A. (RCP) l-1 ta’ Ottubru 2002) u **“Francis Agius vs Dr. Christopher Cilia et”** (P.A. (RCP) 8 ta’ Ottubru 2002) fejn ingħad li *“huwa sintomatiku li wiehed jirreferi għas-sentenzi **“Mary Rose Abder Rahim vs Esam Abder Rahim”** (P.A. (N.A.) 31 ta’ Mejju 2000) u **“Carmen El Shimi gja` Tanti vs Ibrahim Mohamed Mohamed Ibrahim El Shimi”** (P.A. (N.A.) 20 ta’ Gunju 2000) u **“Marica Bouchioua vs Farhat Ben Mohammed Bouchioua”** (P.A. (RCP) l-1 ta’ Ottubru 2002) fejn ingħad li fiz-zwieg ta’ konvenjenza illi l-iskop uniku tieghu huwa biss biex il-konvenut jakkwista c-cittadinanza Maltija jew / u d-dritt li joqghod u jirrisjedi hawn*

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Malta, dak il-kunsens ikun simulat peress li eskluda pozittivament iz-zwieg innifsu".

Illi fis-sentenza "**Marica Bouchhioua vs Farhat Ben Mohammed Bouchhioua**" (P.A. (RCP) I-1 ta' Ottubru 2002) inghad li:-

"Illi min-naha l-oħra l-konvenut kellu f'mohhu haga wahda biss u cjoe' li juza lill-attrici sabiex jakkwista stat ta' mizzewweg lill-Maltija u b'hekk ikun jista' jkollu d-dritt ta' moviment hawn Malta u jibqa' jghix Malta, Kull diskrezzjoni ta' gudizzju fuq kull element taz-zwieg, anke l-iktar wiehed minimu ta' konvivenza almenu apparenti kien ghalhekk ghal kollox nieqes mill-istess konvenut".

Illi l-**artikolu 19 (1) (g)** jipprovdi li z-zwieg huwa null:-

"(g) jekk xi wahda mill-partijiet torbot il-kunsens tagħha ma' kondizzjoni li tirreferi għall-futur".

Illi dwar l-**artikolu 19 (1) (g)** jinghad skond **J. Edward Hudson** "a condition could either be suspensive or resolute. It is suspensive if it delays the entry in effect of the obligation of an act until the condition itself is fulfilled. It is resolute if it dissolves the obligation only if it verifies itself and therefore renders it null. e.g. "I will live in marriage with you until I find someone who is more wealthy than you" ("**Handbook II for Marriage Nullity Cases**" pg. 107). Illi huwa mportanti li wiehed jinnota li din il-kondizzjoni tapplika biss għall-kaz ta' annullament taz-zwieg jekk din il-kondizzjoni tirreferi għall-avveniment fil-futur.

Illi dwar l-aħhar premessa tal-attur u cjoe' l-**artikolu 19(1) (h) tal-Kap 255**. L-attur ippremetta illi l-kontendenti ma kellhomx fiz-zmien li sar iz-zwieg, setghat intelletwali jew ta' rieda bizzejjed biex jinholq kunsens ghaz-zwieg.

Illi l-**artikolu 19 (1) (h) tal-Kap 255 tal-Ligijiet ta' Malta** jinqara hekk kif gej:-

(h) *“jekk xi wahda mill-partijiet, ghalkemm ma tkunx interdetta jew marida, ma kellhiex fiz-zmien li sar iz-zwieg, ukoll minhabba raguni temporanja, setghat intelletwali jew ta' rieda bizzzejjed biex jinholoq kunsens ghaz-zwieg.”*

Illi dan l-artikolu jittellem dwar persuna, li ghalkemm mhux interdetta jew marida, ma kellhiex fiz-zmien li sar iz-zwieg, ukoll minhabba raguni temporanja, setghat intelletwali jew ta' rieda bizzzejjed biex jinholoq kunsens ghaz-zwieg. Ghalhekk, apparti interdizzjoni jew mard mentali, dan l-artikolu jinkludi wkoll stat mentali temporanju li jaghmilha mpossibbli ghal persuna li jaghti kunsens validu. Ezempji ta' dan hu jekk persuna tkun taht l-effett tax-xorb, tad-droga, jew ta' dipressjoni.

Illi **John R. Keating**, fil-ktieb tieghu **“The Bearing of Mental Impairment on the Validity of Marriage. An Analysis of Rotal Jurisprudence”** f'pagna 104 jaghti dan l-ezempju:-

“Let us take the case of the man who has determined to marry a certain girl but to carry him through the ordeal, gets drunk and expresses consent in such a state. The marriage, if it is null, is null not because of insufficient internal will, but because the act of manifestation was not a human act, a juridical act, an act capable of juridically signifying a virtually persevering internal will.”

(c) APPREZZAMENT TA' PROVI

Illi mill-provi estensivament prodotti f'din il-kawza jirrizulta li l-partijiet dahlu ghal dan iz-zwieg f'mument li huma hasbu li kien konvenjenti ghalihom it-tnejn, ghar-ragunijiet rispettivi taghhom, li jidhlu f'dan iz-zwieg, u dan ghaliex jidher car mill-istess xhieda fuq riprodotta, li l-attur min-naha wahda kien ghadu kemm hareg minn gizwita, mentri l-konvenuta kien ghadha kemm ghaddiet minn esperjenza tal-mewt ta' zewgha, li halliha armla bi tlett (3) ulied.

Illi jidher li minghajr wisq preparamenti l-istess partijiet iddecidew li jizzewgu, wara proposta li saret mill-attur, bil-konsegwenza li jidher li l-partijiet maz-zmien indunaw li

ma kien hemm ebda affjatement bejniethom, u dan huwa wkoll indikat bil-mod xejn posittiv li huma jharsu lejn xulxin, fejn hlief akkuzi reciproci dwar vantagg li wiehed jew wahda hadet fuq l-iehor jew l-ohra ma hemmx.

Illi jidher car li dak li affettwa l-attur fid-decizjoni tieghu kien li huwa jibda hajja kompletament gdida mal-konvenuta, f'mument li kien ghadu kemm hareg minn decizjoni iebsa f'hajtu, mentri l-istess gara ghall-konvenuta, fis-sens li rragunat li l-presenza tal-attur f'hajjitha setghet tghina sabiex trabbi lill-uliedha; il-possibbilta` li tali zwieg iwassal lilha u lill-uliedha li jiehd c-cittadinanza Maltija, jidher li wkoll affetwat lill-konvenuta sabiex tiehu din id-decizjoni ghalkemm izzewget lill-attur mhux ghalhekk biss, izda ghar-raguni l-ohra wkoll fuq indikata.

Illi minn dan kollu jidher car li kull parti pprovat issib soluzzjoni ghall-posizzjoni li sabet ruhha fiha permezz ta' din l-unjoni ta' zwieg bejniethom; din fiha nnifisa ma fiha xejn hazin, pero` fil-kuntest ta' rabta ghaz-zwieg jidher car li dan ma huwiex il-kunsens necessarju w essenzjali sabiex wiehed jiddeciedi li jinghaqad fiz-zwieg; l-element ta' "*consortium vitae*" huwa manifestament nieqes mill-konisderazzjonijiet ta' kull parti fil-kawza odjerna, u jidher li kien nieqes fil-mument taz-zwieg bejn il-partijiet, tant li kull parti ppruvat tuza' din l-unjoni ghall-iskopijiet personali taghha u bhala mezz ghaliha minflok bhala mezz ta' unjoni ta' hajja bejniethom.

Illi bil-problemi li kull parti kienet qed tiffacja f'dak il-mument ta' hajjiethom, jidher ghalhekk li kull parti ma kellhiex id-deskrizzjoni necessarja ta' gudizzju sabiex tivvaluta dan kollu, u lanqas sabiex tifhem il-valur veru taz-zwieg bhala skop fih innifsu, inkluz id-drittijiet u dmirijiet naxxenti mill-istess, u tant huwa minnu dan li jidher li l-partijiet meta sabu ruhhom hekk marbuta, lanqas setghu jghixu hajja normali flimkien, proprju ghaliex dahlu b'ghajnejhom maghluqa dwar is-sentimenti li verament kienu jhossu ghall-xulxin, liema sentimenti lanqas kienu jiformaw il-bazi tad-decizjoni taghom li jizzewgu.

Illi dan huwa bizzejjed sabiex iwwassal lil din il-Qorti sabiex tikkonkludi li dan iz-zwieg ghandu jigi dikjarat null abbazi tal-**artikolu 19 (1) (d) tal-Kap 255** ghar-ragunijiet imputabbli liz-zewg partijiet, li wzaw dan il-mezz ta' unjoni biss ghalieq kien f'dak iz-zmien konvenjenti ghalihom li jsir hekk, u ghalhekk abbazi tal-premess it-talba attrici ghandha tigi milqugha.

Illi fl-isfond ta' dan kollu kull ezami ulterjuri fuq il-premessi l-oħra attrici abbazi tal-**artikolu 19 (1) (f) (g) u (h)** huwa purament akkademiku, ghalkemm din il-Qorti thoss li abbazi tal-provi prodotti jidher li hemm bazi ta' annullament anke skond id-disposizzjonijiet tal-**artikolu 19 (1) (f) tal-Kap 255**, peress li minhabba l-mod kif l-istess partijiet dahlu fiz-zwieg, huma bazikament uzaw lil xulxin sabiex jottjenu dak li riedu f'dak il-mument ta' hajjithom, u b'hekk necessarjament eskludew li huma jghixu ghal xulxin f'dak kollu li jaghmlu; mill-provi prodotti fil-fatt jirrizulta li l-partijiet, fil-parti kbira tal-konvivenza ta' bejniethom, u almenu kif rakkontat minnhom f'din il-kawza, lanqas felhu jissaportu lil xulxin taht l-istess saqaf, u minn dan wiehed jikkonkludi li wara li kull parti hadet li riedet mill-istess suppost unjoni, l-interess recipriku fil-parti l-oħra sparixxa ghal kollox. Dan ma kienx mghejjun mill-kondizzjoni psikologika ta' *manic depression* li biha kien isofri l-attur, li certament ma ghenitx il-konvivenza ta' bejn il-partijiet.

Illi dwar l-**artikolu 19 (1) (g) u (h)** ma jidhirx li l-allegazzjonijiet tal-attur u anke tal-konvenuta f'certu istanzi huma sorretti mill-provi, u ghalhekk l-annullament taz-zwieg abbazi ta' dawn is-subartikoli ma jirrizultax li gew ippruvati.

III. KONKLUZJONI.

Illi ghalhekk ghal dawn il-motivi, din il-Qorti, **taqta' u tiddeciedi**, billi filwaqt li tichad l-eccezzjonijiet tal-konvenuta biss in kwantu l-istess jikkontrastaw ma' dak hawn deciz, **tilqa' t-talba attrici** b'dan illi:-

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1) Tiddeciedi u tiddikjara li z-zwieg bejn il-partijiet tal-15 ta' Frar 1985 f'Kodaikanal, Madurai, India skond l-anness certifikat taz-zwieg anness mac-citazzjoni attrici bhala Doc. "A", liema zwieg gie rregistrat f'Malta skond certifikat hekk anness bhala Doc. "B" huwa null u invalidu ghall-finijiet u effetti kollha tal-ligi a tenur ta' **l-Att taz-Zwieg (Kap. 255 tal-Ligijiet ta' Malta) skond l-artikolu 19 (1) (d) u (f).**

Bl-ispejjez jinqassmu bin-nofs bejn il-partijiet.

Moqrija.

< Sentenza Finali >

-----TMIEM-----