

MALTA

ATT Nru. IV ta' l-1995

ATT maħruġ b'ligi mill-Parlament ta' Malta.

ATT biex jemenda l-Kodiċi Ċivili, Kap. 16.

ACT No. IV of 1995

AN ACT enacted by the Parliament of Malta.

AN ACT to amend the Civil Code, Cap. 16.

Naghti l-kunsens tieghi.

(L.S.)

UGO MIFSUD BONNICI
President

10 ta' Marzu, 1995

ATT Nru. IV ta' l-1995

ATT biex jemenda l-Kodiċi Ċivili, Kap. 16

IL-PRESIDENT, bil-parir u l-kunsens tal-Kamra tad-Deputati, imlaqqgħa f' dan il-Parlament, u bl-awtorità ta' l-istess, hareġ b'liġi dan li ġej:—

1. Dan l-Att jista' jissejjaħ l-Att ta' l-1995 li jemenda l-Kodiċi Ċivili, u għandu jinqara u jinftiehem haġa waħda mal-Kodiċi Ċivili, hawnhekk iżjed 'il quddiem imsejjaħ "il-liġi prinċipali".

Titolu fil-qosor.

2. L-artikolu 1322 tal-liġi prinċipali għandu jiġi emendat kif ġej:—

Emenda ta' l-artikolu 1322 tal-liġi prinċipali.

(a) is-subartikoli (5) u (6) kif inhuma issa għandhom jiġu enumerati mill-ġdid bħala s-subartikoli (6) u (7) tiegħu rispettivament;

(b) dan is-subartikolu ġdid li ġej għandu jiddaħħal minnufih wara s-subartikolu (4) tiegħu:

“(5) Id-dispożizzjonijiet tas-subartikolu (4) ta' dan l-artikolu għandhom jibqgħu japplikaw ukoll wara li tispicċa l-komunjoni ta' l-akkwisti għal kull raġuni li tkun u huma mingħajr hsara għal kull dritt ta' kull wieħed jew waħda mill-miżżewġin għas-sehem sħiħ tiegħu jew tagħha mill-komunjoni meta l-istess tiġi biex tinqasam.”; u

(ċ) fis-subartikolu (7) tiegħu kif enumerat mill-ġdid, min-flok il-kliem “fis-subartikolu (5) ta’ dan l-artikolu” ghandhom jidhlu l-kliem “fis-subartikolu (6) ta’ dan l-artikolu”.

Zieda ta’
l-artikolu 1576A
sa 1576D
mal-liġi
prinċipali.

3. Minnufih wara l-artikolu 1576 tal-liġi prinċipali ghandhom jidhlu l-artikoli godda li ġejjin:

“Fondi
tal-Gvern
eċċ.

1576A. Minkejja d-dispożizzjonijiet l-oħra ta’ dan il-Kodiċi u ta’ kull liġi oħra sid il-kera meta dan ikun il-Gvern jew xi korporazzjoni jew awtorità mwaqqfa b’liġi, jista’ f’kull żmien fl-interess tal-pubbliku, iħoll il-kuntratt tal-kiri meta l-kiri jkun sar għal żmien determinat li jkun għadu ma għalaqx, billi jagħti avviż ta’ l-istess b’att ġudizzjarju lill-kerrej, liema avviż għandu jkun ta’ mhux anqas minn tliet xhur kemm fil-każ ta’ fondi ta’ bini użat għal abitazzjoni kif ukoll fil-każ ta’ fondi oħra; u malli jingħata dak l-avviż il-kuntratt ta’ kiri jinhall fid-data msemmija fl-avviż u ghandhom japplikaw id-dispożizzjonijiet li ġejjin ta’ dan is-sub-titolu.

Meta
ma jkunx
hemm dritt
għal
kumpens.

1576B. Jekk sid il-kera li jħoll il-kuntratt skond l-artikolu 1576A ta’ dan il-Kodiċi, kien ikollu raġuni valida iħoll il-kuntratt skond id-dispożizzjonijiet ta’ l-artikoli 1566 sa 1575 ta’ dan il-Kodiċi, il-kerrej ma jkollu jedd għal ebda kumpens.

Meta
jkun hemm
dritt
għal
kumpens.

1576C. Jekk sid il-kera li jħoll il-kuntratt skond l-artikolu 1576A ta’ dan il-Kodiċi ma kienx ikollu raġuni valida iħoll il-kuntratt skond id-dispożizzjonijiet ta’ l-artikoli 1566 sa 1575 ta’ dan il-Kodiċi, hu għandu jhallas lill-kerrej somma li tiġi meqjusa mill-Qorti, skond iċ-ċirkostanzi, biex tikkumpensa lill-istess kerrej għal spejjeż żejda li hu jkun daħal fihom biex joħroġ mill-fond qabel il-waqt kif ukoll biex jikri, u jittrasferixxi għal, fond ieħor minflok dak li minnu jkun ħareġ, u dan għaž-żmien tal-kuntratt li jkun għadu ma għalaqx, u f’każ ta’ fond kummerċjali, fejn il-kerrej jipprova li jkun soffra telf fl-avvjament minhabba x-xoljiment tal-kuntratt, somma li tiġi meqjusa mill-Qorti, skond iċ-ċirkostanzi, biex tikkumpensa għat-telf f’dak l-avvjament, tenut kont taż-żmien li jkun għad fadal tal-kirja qabel ix-xoljiment.

Ma hemmx
htieġa ta’
dikjarazzjoni
mill-Qorti.

1576D. (1) Il-Kuntratt jinħall immedjatament malli sid il-kera javża lill-kerrej skond kif provdut fl-artikolu 1576A, u ma’ dan il-kerrej ma jibqagħlu ebda titolu fuq il-fond, u dan bla ebda htieġa ta’ ebda awtorità jew konferma mill-Qorti.

(2) Ix-xoljiment tal-kuntratt skond l-artikolu 1576A ma jistax jitwaqqaf ghax jigi allegat li ma jkunx hemm il-htiega ghaldaqshekk fl-interess pubbliku, izda jekk jigi ppruvat li l-kuntratt ikun gie mahlul abbużivament u mhux fl-interess pubbliku, il-kerrej ikollu dritt ghal dawk id-danni li l-Qorti jidhrilha xierqa fiċ-ċirkostanzi.”.

4. Minflok l-artikolu 1640 tal-liġi prinċipali għandu jidhol l-artikolu li ġej:

Sostituzzjoni ta' l-artikolu 1640 tal-liġi prinċipali.

“Min jaghti x-xogħol jista' jholl il-kuntratt.

1640. (1) Min jaghti x-xogħol jista' jholl, meta jrid, il-kuntratt, għalkemm ix-xogħol ikun diġà beda.

(2) Jekk ma jkunx hemm raġuni valida biex iħoll il-kuntratt, min jaghti x-xogħol għandu jhallas biss lill-appaltatur l-ispejjeż kollha u x-xogħol kollu tiegħu flimkien ma' somma li tiġi meqjusa mill-Qorti, skond iċ-ċirkostanzi, izda mhux iżjed mill-qliegħ li l-appaltatur seta' jagħmel b'dak l-appalt.

(3) Jekk ikun hemm raġuni valida biex iħoll il-kuntratt, min jaghti x-xogħol għandu jhallas biss lill-appaltatur somma li ma tkunx iżjed mill-ispejjeż ta' l-appaltatur u l-valur tax-xogħol, wara li jittiehed qies ta' l-utilità ta' dawk l-ispejjeż u dak ix-xogħol lil min ikun ta x-xogħol kif ukoll id-danni li dan ikun sofra.

(4) Kull somma mogħtija bil-quddiem lill-appaltatur qabel ma l-kuntratt ikun inħall għandha tiġi applikata għal dak dovut skond is-subartikolu (2) jew (3) ta' dan l-artikolu u l-appaltatur għandu jrodd lil min ikun ta x-xogħol kull eċċess li jirriżulta.

(5) Il-kuntratt jinħall immedjatament malli min ikun ta x-xogħol jinforma lill-appaltatur, b'kull mezz li jkun, bid-deċiżjoni tiegħu li jholl il-kuntratt, u dan bla htiega ta' ebda awtorità jew konferma mill-Qorti.”.

Mgħoddi mill-Kamra tad-Deputati fis-Seduta Nru. 399 tas-6 ta' Marzu, 1995.

RICHARD J. CAUCHI
Skrivan tal-Kamra tad-Deputati

LAWRENCE GONZI
Speaker

I assent.

(L.S.)

UGO MIFSUD BONNICI
President

10th March, 1995

ACT No. IV of 1995

AN ACT to amend the Civil Code, Cap. 16.

BE IT ENACTED by the President, by and with the advice and consent of the House of Representatives, in this present Parliament assembled, and by the authority of the same, as follows:—

Short title.

1. This Act may be cited as the Civil Code (Amendment) Act, 1995, and shall be read and construed as one with the Civil Code, hereinafter referred to as “the principal law”.

Amendment of
section 1322
of the
principal law.

2. Section 1322 of the principal law shall be amended as follows:

(a) the present subsections (5) and (6) shall be renumbered as subsections (6) and (7) thereof respectively;

(b) the following new subsection shall be inserted immediately after subsection (4) thereof:

“(5) The provisions of subsection (4) of this section shall continue to apply even after the termination of the community of acquests for any reason whatsoever and are without prejudice to the right of each of the spouses to his or her full share of the community upon its partition.”; and

(c) in subsection (7) thereof as renumbered, for the words “in subsection (5) of this section” there shall be substituted the words “in subsection (6) of this section”.

3. Immediately after section 1576 of the principal law, there shall be added the following new sections:

Addition of section 1576A to 1576D to the principal law.

“Tenements belonging to the Government etc. 1576A. Notwithstanding the other provisions of this Code and of any other law, the lessor, where this is the Government or any corporation or authority established by law, may at all times in the public interest, dissolve a contract of lease where the lease has been made for a fixed term which has not expired, by giving notice by means of a judicial act to the lessee, which notice shall be of not less than three months both in the case of urban tenements used for habitation and in the case of other tenements; and where such notice has been given the contract of lease shall be dissolved on the date mentioned in the notice and the following provisions of this sub-title shall be applicable.

Where no right to compensation exists. 1576B. Where the lessor who dissolves the contract in accordance with section 1576A of this Code, would have had a valid reason to dissolve the contract in accordance with the provisions of sections 1566 to 1575 of this Code, the lessee shall have no right to compensation.

Where a right to compensation exists. 1576C. Where the lessor who dissolves the contract in accordance with section 1576A of this Code would not have a valid reason to dissolve the contract in accordance with the provisions of sections 1566 to 1575 of this Code, he is to pay to the lessee a sum to be fixed by the Court, according to circumstances, to compensate to the said lessee for the added expenses incurred by him to vacate the tenement before the expired term as well as to lease, and transfer to, another tenement as similar as possible to the one vacated, and this for the unexpired term of the contract, and in the case of commercial premises, where the lessee proves that he has suffered a loss in the goodwill because of the dissolution of the contract, a sum to be fixed by the Court, according to circumstances, to compensate for the loss in such goodwill, taking into account the unexpired term of the lease before the dissolution.

No court declaration is required. 1576D. (1) The contract shall be immediately dissolved when the lessor gives notice to the lessee as provided in section 1576A, and the lessee shall no longer have any title to the tenement, and this without the need of any authorisation or confirmation by the Court.

(2) The dissolution of the contract according to section 1576A shall not be opposed on the

allegation that there is no necessity therefor in the public interest, but if it is proved that the contract is dissolved abusively and not in the public interest, the lessee shall have a right to such damages as the Court may deem appropriate in the circumstances.”.

Substitution of section 1640 of the principal law.

4. For section 1640 of the principal law there shall be substituted the following:

“Employer may dissolve contract.

1640. (1) It shall be lawful for the employer to dissolve the contract, even though the work has been commenced.

(2) If the employer has no valid reason for the dissolution, he is to compensate the contractor for all his expenses and work and to pay him a sum to be fixed by the Court, according to circumstances, but not exceeding the profits which the contractor could have made by the contract.

(3) If the employer has valid reason for the dissolution, he is to pay the contractor only such sum which shall not exceed the expenses and work of the contractor, after taking into consideration the usefulness of such expenses and work to the employer as well as any damages which he may have suffered.

(4) Any advance made to the contractor before the dissolution of the contract shall be applied to the sums due in terms of subsection (2) or (3) of this section and the contractor shall return any resulting excess to the employer.

(5) The contract shall be immediately dissolved when the employer informs the contractor, by any means whatsoever, of his decision to dissolve the contract, and this without the need of any authorisation or confirmation by any Court.”.

Passed by the House of Representatives at Sitting No. 399 of 6th March, 1995.

RICHARD J. CAUCHI
Clerk to the House of Representatives

LAWRENCE GONZI
Speaker

