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**Divorce - property division - marriage contract**

Firstly, it should be clarified that a marriage contract or any contract of a similar nature, the status of which is governed by Cyprus legislation and which provides for the distribution of property between spouses or for each of them individually due to marriage, is invalid.

For the purpose of interpreting this provision, the following is explained. A “dowry” is property that is given by one of the spouses, either by the future spouses, or by a third party on behalf of one of the spouses, or by one of the future spouses to the other spouse, or, depending on the case, the other future spouse, in exchange for marriage. In turn, the “marriage contract” means the dowry agreement.

According to Cyprus law, marriage contracts are not legally binding. Spouses can, if they wish, settle their property disputes through written agreement.

The word "property" means movable and immovable property acquired by one of the spouses before marriage with the prospect of marriage, or at any time after marriage, "Matrimony" means the bond created between a man and a woman as a result of a marriage recognized by the state.

In accordance with the provisions of the relevant law, marriage does not change the property independence of the spouses.

If the marriage is terminated or invalidated, or is at the stage of termination, and the property of one of the spouses has increased, the other spouse, provided that he has contributed in any form to this increase, has the right to file a lawsuit and demand the return of part of the increase, which was due to his own contribution.

By default, it is considered that the contribution of one spouse to the increase in the property of the other spouse constitutes one third of the increase, unless otherwise proved (more or less).

When increasing the property of the spouses is not taken into account the property that they received as a gift, inherited by will or received by other means of donation or possession.

The court may, at the request of any of the parties, oblige the respondent to submit an affidavit with a complete, clear and specific description of the property to which he has any direct or indirect interest, at the date of termination of cohabitation or at a different date as ordered by the court. A person who provides false, inaccurate or incomplete information is guilty of a crime and is liable to imprisonment for a maximum of two years or a fine of not more than 3,417 euros (2,000 pounds), or is subject to two types of punishment.

In the event of fraud in the distribution or re-registration of property, the relevant Law (Cancellation) on fraudulent re-registration is applied.

The court has the right to issue decrees on the reissue in the name of the applicant of the defendant's property.

In the case of the transfer of ownership rights between persons who were married and their marriage was terminated, exemption from the payment of duties and fees in accordance with the Land Resources Act (fees and rights) is valid for three years.

In the process of considering the claim of one of the spouses in relation to the other, when awarding the amount to which the spouse-claimant is entitled, the court will take into account the value of the property that the spouse-respondent presented during the marriage with the plaintiff.

The court takes into account the behaviour of the respondent spouse in relation to the spouse - claimant. Thus, the court may not award the claimant spouse any amount, or reduce the amount to which the spouse-claimant will be entitled in accordance with the same article if he/she:

- a) convicted for the murder of spouse
- b) convicted of killing the child of the other spouse,
- c) was convicted of intentionally causing grievous harm to another spouse or child,
- d) unreasonably left the spouse or failed to financially support,

e) behaved especially cruelly or immorally towards the other spouse or children.