HM Courts &
Tribunals Service

Divorce application (petition)

John Smith is applying to the court for a decree of divorce from Jane Jamed, to order Ben Stark to pay some or all of the divorce costs, and for financial orders.

Issued

05 February 2018

Reference number

LV17D80100

Applicant

John Smith

Respondent

Jane Jamed

Co-respondent

Ben Stark

About the marriage

Who the marriage is between

John Doe and Jenny Benny (as shown on the marriage certificate)

Where the marriage took place

In a church

Date of marriage

02 February 2001

Why the court can deal with the case (jurisdiction)

- The applicant and respondent were last habitually resident in England and Wales and one of them still resides there.
- The respondent is habitually resident in England and Wales.

- The applicant is habitually resident in England and Wales and has resided there for at least a year immediately prior to the presentation of the application.
- The applicant is domiciled and habitually resident in England and Wales and has resided there for at least six months immediately prior to the application.
- The applicant and respondent are both domiciled in England and Wales.
- The courts of England and Wales have residual jurisdiction, meaning either: no other court in any EU Member State has jurisdiction and either the Petitioner or the Respondent is domiciled in England and Wales; or (for same sex couples only) the Petitioner or the Respondent married each other in England and Wales, no other court in any EU Member State has jurisdiction, and it would be in the interests of justice for the court to assume jurisdiction in this case.

Other court cases that could affect jurisdiction

The applicant has given the following court cases which are related to the marriage, property or children.

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Reason for the divorce (and supporting information)

The marriage has broken down irretrievably, based on the fact that the respondent committed adultery with the co-respondent, and the applicant finds it intolerable (unbearable) to live with the respondent.

This is supported by the following statement from the applicant.

"Adultery Details"

Where the adultery took place

"On the street"

When the adultery took place

"Last Friday"

Additional applications

Costs orders

The applicant is also applying to the court to claim the costs of the divorce from the co-respondent.

Financial orders

The applicant is also applying to the court for financial orders for the children of the applicant and the respondent.

Applicant's correspondence address

82 Landor Road
London
SW9 9PE

Respondent's correspondence address

82 Landor Road
London
SW9 9PE

Co-respondent's correspondence address

Headquarters 1120 N Street Sacramento 916-654-5266
P.O. Box 942873 Sacramento, CA 94273-0001

Statement of truth

"I believe that the facts stated in this application are true."

John Smith