

**ACT
of the Czech Republic
No. 94/1963 Sb.
on family**

(...)

**CHAPTER THREE
RELATIONSHIPS BETWEEN SPOUSES
§ 18**

Man and woman have equal rights and duties in marriage. They must live together, be faithful to each other, mutually respect their dignity, help each other, jointly care of their children and create a healthy family niveau.

§ 19

(1) Both spouses must care of satisfaction of the family's needs according to their abilities, possibilities and property condition.

(2) Provision of cash and other means for expenses of common household can be wholly or partially replaced with a personal care of the common household and children.

(3) Unless one of the spouses fulfills his or her duty to cover the expenses of the common household, a court shall decide on the case upon petition of the other spouse.

§ 20

The spouses decide jointly about the family's affairs. Unless they are able to agree on essential affairs, the case shall be decided by a court upon a petition of any of them.

§ 21

(1) A spouse may represent another spouse in his or her usual affairs, in particular in receiving of usual performances unless a special act stipulates otherwise.

(2) Conduct of one spouse in arranging for usual affairs of the family binds both spouses jointly and severally.

(3) The provisions of paragraphs 1 and 2 shall not apply if the third party was aware of the fact that the other spouse explicitly excluded these effects vis-à-vis such third person.

**CHAPTER FOUR
TERMINATION OF MARRIAGE BY DEATH,
BY DECLARATION OF ONE SPOUSE'S DEATH
§ 22**

(1) Marriage is terminated by death of one spouse or by declaration of one spouse's death. If one spouse was declared dead, the marriage is terminated on the day when the decision thereon became final and conclusive.

(2) If the declaration of death is quashed, the terminated marriage shall not be renewed if the other spouse has meanwhile entered into a new marriage.

§ 24

(1) Upon petition of any of the spouses, the court may divorce the marriage if the marriage is so broken that renewal of the marriage community can not be expected; in deciding on divorce, the court takes account of causes of the breakdown of marriage.

(2) If the spouses have minor children, the marriage can not be divorced if it is at variance with interests of these children based on special reasons.

§ 24a

(1) If the marriage existed at least one year, the spouses have not been living with each other for at least six months and the other spouse joins the petition for divorce, the conditions mentioned in § 24 para. 1 shall be considered fulfilled. The court shall not find out causes of the breakdown and shall divorce the marriage if the spouses submit

a) written agreements with officially verified signatures of the participants regulating settlement of mutual property relationships, rights and duties from their common residence and an eventual maintenance duty after the divorce; and

b) a final and conclusive decision of court approving of an agreement about regulation of the condition of minor children after the divorce.

(2) The provision of § 24 para. 2 shall apply analogously.

**ACT
of the Czech Republic
No. 40/1964 Sb.
Civil Code**

**Joint property of spouses
§ 143**

(1) Joint property of spouses shall consist of

- a) property acquired by any of the spouses or by both of them during the marriage except for property acquired by way of succession or donation, property acquired by one spouse for a property belonging to his or her exclusive property as well as except for things serving according to their nature to a personal use of only one spouse, and for property surrendered in the framework of regulations of restitution of the property of one of the spouses who owned the surrendered thing before entering into the marriage or to whom the thing was surrendered because he is a legal successor of the original owner;³⁾ and
- b) obligations arisen to one spouse or jointly to them both during the marriage except for obligations concerning a property belonging exclusively to one of them and for obligations whose extent exceeds a level adequate to the property condition of the spouses and that were assumed by one spouse without a consent of the other.

(2) If one spouse becomes an associate of a business company or member of a co-operative during the marriage, neither acquisition of a share including a share in a joint stock company nor acquisition of rights and duties of a member of a co-operative shall establish participation of the other spouse in the company or co-operative except for flat co-operatives.

³⁾ Such as the Act No. 403/1990 Sb., on moderation of certain property injustices, as subsequently amended, the Act No. 87/1991 Sb., on extrajudicial rehabilitation, as subsequently amended, the Act No. 229/1991 Sb., on regulation of ownership relations to land and to other agricultural property, as subsequently amended.

§ 143a

(1) On the basis of an agreement drawn up in the form of a notarial record, the spouses may extend or restrict the stipulated extent of their joint property. In this way, the spouses may change both the extent of property and obligations to be acquired in the future and the extent of property and obligations that already belong to their joint property. The agreement may also concern individual property values and obligations. If the agreement concerns a real estate property that already belongs to the joint property of spouses or to the exclusive property of one spouse, the agreement shall become effective by entering it in the Real Estate Cadaster.

(2) Furthermore, the spouses may, on the basis of an agreement drawn up in the form of a notarial record, reserve the rise of their joint property fully or partially to the day of expiry of their marriage unless the matter are things creating usual equipment of the common household.

(3) On the basis of an agreement drawn up in the form of a notarial record, a man and woman intending to enter into marriage may analogously regulate their future property relationships.

(4) The spouses may appeal to the agreement mentioned in the preceding paragraphs vis-à-vis another person only if this person knew of the content of the agreement.

§ 144

Unless anything else is proved, property acquired and obligations undertaken during the marriage shall be presumed to create the joint property of spouses.

§ 145

(1) Property creating the joint property of spouses shall be used and maintained jointly by both spouses.

(2) Usual management of the property falling into the joint property of spouses may be executed by each spouse. In other cases, consent of both spouses shall be necessary or the legal act is invalid.

(3) Obligations creating the joint property of spouses shall be performed by both spouses jointly and severally.

(4) The spouses shall be jointly and severally entitled and obliged from legal acts concerning their joint property.

§ 146

A property or its part falling into the joint property of spouses may be used by one spouse for the purpose of business only with a consent of the other spouse. The consent must be granted at the moment of the first use of the property or its part falling into the joint property of spouses. Further legal acts connected with business shall no longer require the consent of the other spouse.

§ 147

On the basis of an agreement drawn up in the form of a notarial record, the spouses may regulate management of the joint property in a different way. The same regulation of management of the future joint property may be done by a man and woman intending to enter into the marriage. The provision of § 143a para. 4 shall apply here analogously.

§ 148

(1) Upon a petition of any of the spouses, the court may restrict the joint property of spouses up to things creating usual equipment of household if important reasons are given thereto.

(2) Upon a petition of any of the spouses, the court shall restrict the joint property of spouses up to things creating usual equipment of household if one spouse gained an authorisation to business or if he became an unlimitedly liable associate of a business company.

(3) If the business activity is executed after the court's decision according to paragraph 2 by the businessman jointly or with the assistance of the other spouse who is not businessman, the income following from this business shall be divided between them in a proportion stipulated by a written agreement; if no such agreement was concluded, the income shall be divided by an equal shares.

(4) If the joint property of spouses was subject to a decision according to paragraph 1 or 2, it can be extended to the previous extent only by a decision issued by the court upon a petition of any of the spouses.

§ 148a
left out

§ 149

(1) The joint property of spouses shall become extinct at the moment of extinction of the marriage.

(2) The extinct joint property of spouses shall be settled; in settling it, it shall be necessary to proceed from the assumption that shares of both spouses on property creating their joint property are equal. Each of the spouses shall be entitled to demand reimbursement of what he or she spent from his or her exclusive property for the joint property and each of the spouses must reimburse what was spent from the joint property for his or her other property. It shall be necessary to proceed from the assumption that obligations of both spouses arisen during the marriage must be performed by the spouses by equal shares.

(3) In settling the joint property of spouses, it shall be particularly necessary to take account of needs of minor children, of how each of the spouses cared for the family and how he or she deserved for acquisition and keeping of the joint property. In ascertaining the extent of the endeavour, also care for children and maintenance of the common household shall be taken into consideration.

(4) In cases mentioned in § 143a para. 1 and § 148 para. 1, the provisions of paragraphs 2 and 3 shall apply analogously.

§ 149a

If the agreements between the spouses according to § 143 and 149 concern real estate property, they must be concluded in writing and shall become effective by entering them in the Real Estate Cadaster.

§ 150

(1) An agreement on settlement of the joint property of spouses must be concluded in writing. If also a real estate property belong to the joint property of spouses, the agreement shall become effective by entering it in the Real Estate Cadastre.

(2) Rights of creditors must not be affected by the agreement of the spouses.

(3) Unless the settlement is carried out on the basis of an agreement, it shall be carried out by the court upon a petition of any of the spouses.

(4) If the settlement of the joint property of spouses was not carried out on the basis of an agreement within three years from the day when the joint property of spouses became extinct or if no application for the settlement was filed with the court within three years from its extinction, the following presumption shall apply: as for movable things, the spouses shall be presumed to have settled the movable things according to the state in that each of the spouses uses the thing as an exclusive owner for its own needs or for the needs of his or her family and household. Other movable things and real estate property shall be considered co-owned by the spouses and their shares shall be presumed to be equal; the same rule shall apply also to other property rights, receivables and obligations common to both spouses.

§ 151

A joint property of spouses that became extinct during the marriage may be renewed only on the basis of a decision of the court issued upon a petition of one of the spouses.

**ACT
of the Czech Republic
No. 99/1963 Sb.
Civil Procedure Code**

(...)

§ 262a

(1) Enforcement of a decision against assets falling within joint property of spouses may be ordered also for the purpose of exacting an obligation that arose during the existence of marriage only to one of the spouses. For the purpose of ordering the enforcement of the decision, assets falling within joint property of the obliged person and his spouse shall include also assets being not a part of the joint property of spouses only due to the fact that the scope of the joint property of spouses as provided by law was restricted by an agreement or that an agreement reserved the rise of the joint property of spouses to the day of extinction of the marriage.⁷⁹⁾

(2) In the course of the enforcement of the decision, the court shall not take account of an agreement restricting the legal scope of the joint property of spouses by assets that was a part of the joint property at the moment of rise of the exacted receivable. The same rule shall apply where the legal scope of the joint property of spouses was broadened by an agreement by assets of the obliged person that were not a part of the joint property at the moment of the rise of the exacted receivable.

79) § 143a of the Civil Code.

(...)

§ 267

(1) A right to assets not admitting the enforcement of the decision may be exercised as against the entitled person in proceedings under Part Three of the Act on the basis of a petition to exclude a thing from the enforcement of the decision.

(2) The rule according to paragraph 1 shall analogously apply where an ordered enforcement of a decision has affected assets falling within the joint property of spouses or being considered a part of the joint property of spouses (§ 262a para. 1), however, the exacted obligation arose during the existence of the marriage only to one of the spouses in using the assets that

a) did not fall within the joint property of spouses according to an agreement on restriction of the scope of the joint property of spouses provided by law or according to an agreement on reserving the rise of the joint property to the day of extinction of the marriage⁷⁹⁾ provided that the entitled person had knowledge of the contents of the agreement at the moment of the rise of the exacted receivable;

b) was owned exclusively by the obliged person because he acquired them before the marriage or because he acquired them by way of succession or donation or for assets falling within his exclusive assets or because he acquired them according to the laws on restitution of assets that he owned before entering into the marriage or that were surrendered to him as a legal successor of the original owner or because the serve only to his personal needs according to their nature.

79) § 143a of the Civil Code.