

Post-divorce Maintenance under Ethiopia's Revised Family Code: Some Observations

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Abstract

The Revised Family Code (RFC) of Ethiopia states the circumstance in which a spouse can claim maintenance. These are during a divorce proceeding and, ordinarily, as any person, citing the provisions that explicate the obligation to supply maintenance. The RFC puts spouses at the top rank in the maintenance claimants' order. This raises the question whether this applies to a spouse while the marriage is intact, a spouse while divorce proceedings are in progress, or an ex-spouse. This comment examines the existence (or otherwise) of a legal ground for an ex-spouse to claim maintenance under the RFC. I argue that the issue of maintenance does not arise in relation to a spouse while marriage is intact because the spouses have joint ownership and equal entitlement with regard to their property. Besides, a spouse can invoke temporary maintenance while divorce proceeding is underway due to a petition filed by one of the spouses. It can thus be argued that the obligation to supply maintenance embodied in the Revised Family Code entitles an ex-spouse (who is needy and unable to earn livelihood) to claim maintenance.

Key terms

Maintenance · Ex-spouse · Divorce · Orders of maintenance

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Frequently used acronym:

RFC Revised Family Code

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1. Introduction

A claim for maintenance which can be brought by an ex-spouse has, for a long time, remained uncommon in Ethiopia. For that matter, earlier research conducted on maintenance concludes that the practical application of the duty to supply maintenance to an ex-spouse is unacceptable.¹ The quest to claim maintenance by an ex-spouse has also been little understood by legal practitioners.² This arises from the impression that the affinal bond is broken and divorced spouses are expected to be self-sufficient.³ However, in several instances, divorced women face a lower lifestyle and sometimes go to the extent of destitution.⁴ This leads us to question whether an ex-spouse is entitled to get spousal support from her former husband if she is needy and

¹ For instance, Wondowossen, on his research finding published under the title “Implementation problem of the Revised Family Code” concludes that “The man’s obligation to provide maintenance to his ex-wife is not recognized in the RFC.”

² In a training which was offered for legal practitioners in June 2017 under the theme “Legal Research Method Training for Researchers and Legal Practitioners”, the participants were given a title, “can a spouse claim maintenance from her ex-spouse?” to conduct mini research. The group argued that “since obligation to provide maintenance to his/her ex-wife is not recognized in the Revised Family Code, the title contains no issue to be researched”. This is an indication for the existence of consensus among legal practitioners that ex-spouses are not entitled of maintenance following the dissolution of their marriage although they are needy and are not in a position to obtain their income by their work.

³ Dina Hummelsheim (2009). ‘Germany: will the male breadwinner model survive?’ in Hans-Jürgen Andreß and Dina Hummelsheim (ed) *When Marriage Ends: Economic and Social Consequences of Partnership Dissolution*, (Edward Elgar Publishing, United kingdom), pp. 51-77, p 58.

⁴ Barbara Stark (2005). *International Family Law: An Introduction*, Ashgate Publishing Company, USA, p. 97.

unable to get means of livelihood. Barbara Stark observes the following on the issue:

In many states, the answer depends on who was responsible for the divorce. An 'innocent' wife is entitled to get support from her husband, while a wife whose adultery or 'disobedience' led to the divorce is not. In some States, if the divorce is the fault of the husband, the wife may be entitled to relatively generous maintenance until she remarries or dies.⁵

Yet, variation exists in the laws of several countries in their approach to spousal support. In France, the concept of compensatory payment was introduced for divorce by consent (although this could be paid in instalments), whereas traditional spousal support was retained for a fault-based divorce.⁶ Under Russian law, spouses are entitled to demand maintenance only in three situations. These are, (1), if she is needy and is unable to work, (2) if she is needy and pregnant from him (he is obliged to pay maintenance during her pregnancy and for three years after the birth of their child) or (3) if she is needy and caring for their disabled child.

On the other hand, in the United States, alimony is awarded for a spouse whose marriage lasted for a long time and who has very different living standards.⁷ In the Philippines, a divorced woman is often entitled to maintenance during her waiting period or if she is nursing for up to two years.⁸ From this, it can be argued that spousal maintenance is a common practice in most countries, although spousal support is limited in amount and duration.⁹ It has to be underlined that "maintenance is awarded for need, not in recognition of housework as a contribution to family wealth."¹⁰

In Ethiopia, the Revised Family Code (RFC) provides the different circumstances and mechanisms of when and how spouses can claim maintenance. It indicates a spouse's entitlement to claim temporary maintenance during a divorce proceeding. Concurrently, the RFC, in the section that deals with the obligation to supply maintenance in general,

⁵ Ibid.

⁶ Patrick Parkinson (2011). *Family Law and the Indissolubility of Parenthood*, Cambridge University Press, New York, p. 239.

⁷ Stark, *supra* note 4, p. 98.

⁸ Id., p. 97

⁹ Alison Clarke-Stewart and Cornelia Brentano (2006). *Divorce: Causes and Consequences*, Yale University Press, New Haven and London, p. 62

¹⁰ Joni Hersch (2003). "Marriage, Household Production, and Earnings" in the Shoshana A. Grossbard-Shechtman (ed.) *Marriage and the Economy: Theory and Evidence from Advanced Industrial Societies*, Cambridge University Press, Cambridge, p. 212

pinpoints a spouse's entitlement to claim financial support from the other spouse. This paves the way to the question whether an ex-spouse has a right to claim maintenance under the Revised Family Code.

The next section explains the concept and types of maintenance in general. Section 3 discusses the issue of maintenance under the RFC. The fourth section explores whether an ex-spouse can claim maintenance under the Revised Family Code.

2. The Concept and Types of Maintenance

There is a mutual obligation among family members to maintain one another financially. "The duty of maintenance derives from fairness and affection for blood relatives."¹¹ The existence of blood or affinal relation is a requirement to claim maintenance.¹² In this regard, the degree of relationship has a direct bearing on the entitlement to maintenance.

Maintenance is an amount of monetary support paid to the more financially dependent individual based on several factors.¹³ It should be noted that the obligation to supply maintenance illustrates the unequal status of individuals in society. The claimant may have no income or, the income of the claimant might be consistently lower than subsistence needs that are required for the average person. This will inevitably place a person in an economic disadvantageous position.

Hence, the purpose of maintenance is to prevent financial and social hardship and disruption that the incapacity may cause on a financially dependent person.¹⁴ A person may be entitled to a relatively generous maintenance until s/he becomes self-sufficient. The question of maintenance often involves a question of who is responsible for the support. The court may order maintenance if a person does not have enough income, property, or both to support his/her reasonable needs and if the claimant is unable to secure this support by one's own work.¹⁵ It should be noted that "there is no right to maintenance unless there is a capacity to meet it and inability by the claimant

¹¹ Bruce W. Frier and Thomas A.J. McGinn (2004). *A Casebook on Roman Family Law*, Oxford University Press, New York, p. 238.

¹² Ibid.

¹³ Nigussie Afesha (2017). "Major Differences between the Revised 'Federal' and the SNNP Regional State Family Codes", *Mizan Law Review*, Vol.11, No. 1, p. 422.

¹⁴ Ibid.

¹⁵ Ibid.

to meet the claimant's own self-support".¹⁶ Reasonable needs are measured not by the poverty level but by the standard of living the claimant has during the filing of the claim. There are many variables considered in maintenance determination which include the parties' standard of living, the parties' respective economic situation, property owned by either party and the age and health of the parties at the time when a claim for maintenance is instituted.

Family law is usually expected to describe persons who are qualified to claim maintenance and against whom the claim could be instituted. The law also ranks persons who are qualified to claim maintenance on the basis of their degree of relationship and sets the requirements that need to be satisfied to petition for maintenance. The issues that are bound to arise include who is entitled to institute maintenance proceedings, the duration of the maintenance order, from whom maintenance can be claimed, and the extent of the obligation of a maintenance debtor, and so on. These issues vary depending upon the types of maintenance claim. It should be noted that the obligation to supply maintenance can be for a temporary (fixed-term) or a long period.

Temporary maintenance can be sought during the divorce proceeding.¹⁷ This can be claimed as soon as a divorce petition is submitted to court until a final hearing is made. It is intended to be an emergency measure to provide financial support for a spouse who is financially weak until a final decision is rendered on the divorce petition. "This is useful if the couple has separated and one individual is not in employment or, if so, has a lower income than is needed."¹⁸ In this case, the claimant's spouse needs to prove neither his/her incapacity to meet it nor the inability by the claimant to meet the claimant's own self-support. Such kind of maintenance order is intended to be a temporary one pending the final dissolution of the divorce process. This means that the maintenance order will not last after a pronouncement of divorce.¹⁹

Unlike temporary maintenance, there is also 'ordinary' maintenance which is claimed and ordered for a long time (occasionally for life). This can be raised if the individual is unable to work and does not have enough income, property, or both to support his/her reasonable subsistence.²⁰ In this case, the

¹⁶ Rosemary Dalby (2001). 'Essential Family Law', *Cavendish Essential Series*, (2nd ed.), Cavendish Publishing, Australia, p. 67.

¹⁷ Me Rodgers (2004). *Understanding Family Law*, Cavendish limited Publisher, Great Britain, p. 62.

¹⁸ Ibid.

¹⁹ Ibid.

²⁰ Nigussie, *supra* note 13, p. 422.

law places a legal obligation on the family members (with adequate means) to support the needy until the claimant is financially self-sufficient.

3. Obligation to Supply Maintenance under the Revised Family Code

The RFC recognizes the existence of maintenance obligation among family members and devises the mechanism of how this can be exercised by a claimant.²¹ As Wondowossen states, “[t]he obligation to supply maintenance exists between spouses, relatives by affinity and relatives by consanguinity.”²² He also stresses the existence of an obligation to supply maintenance between spouses under certain circumstances. He notes that “[s]uch spousal obligation exists so long as the marriage is not dissolved by divorce, even where the couples are living separately during the divorce proceeding.”²³ He indicates the existence of two kinds of maintenance which are recognized in the Revised Family Code. The first one is temporary and the second is “ordinary” maintenance.

3.1 Temporary maintenance under the Revised Family Code

Temporary maintenance claims could be instituted by spouses while the proceeding for divorce has been instituted by either of the spouses. In this regard, Wondowossen argues “[t]he courts are not willing to entertain spousal claims to maintenance from the other spouses while they are living together. It is only where the spouses are living separately pending divorce proceeding that the claim is acceptable.”²⁴ This shows that the issues of temporary maintenance can be raised (by a spouse who is not living in the conjugal home) starting from submission of divorce petition until the court pronounces dissolution of the marriage or until the spouses reconcile thereby enabling the court to close the divorce petition.

One can argue that the claim for temporary maintenance can be requested by the spouse who applies for divorce through petition, and not as a result of petition for divorce submitted to the court by both spouses based on mutual consent. The spouses who have agreed to divorce by mutual consent are

²¹ See, Articles 197 and subsequent provisions of the Revised Family Code.

²² Wondowossen Demissie, (2007). “Implementation Problems of the Revised Family Code”, *Berchi* (Ethiopian Women Lawyers Association) Issue 6, 1-52, p .13.

²³ *Ibid.*

²⁴ *Ibid.*

supposed to agree on the issue of maintenance as well.²⁵ It is also to be noted that the provision that deals with temporary maintenance is found in the section that deals with divorce by petition rather than divorce by mutual consent.²⁶

Unlike ordinary maintenance (discussed in section 3.2 below), a claim for temporary maintenance does not need a separate petition. This can be justifiably inferred from the provision of the Revised Family Code that deals with temporary maintenance. The provision of the family code provides: "From the time the divorce petition is brought before it, the court shall forthwith give appropriate order regarding the maintenance of the spouses, the custody and maintenance of their children and the management of their property."²⁷ It would not be illogical to infer from the same provision that the claim for temporary maintenance is decided by the initiative of the court. The issue of being needy and inability to work are not conditions for temporary maintenance requests. The maintenance should be assessed in the light of the marital standard of living, and the difference in income between the spouses should guide the amount of temporary maintenance.

3.2 'Ordinary' maintenance under the Revised Family Code

Article 198 of the Revised Family Code states the list of persons between whom the obligation to supply maintenance exists. According to this provision, an obligation to supply maintenance exists between ascendants and descendants, (between persons related by blood) in the direct line, and between brothers and sisters in the collateral line.²⁸ The obligation to supply maintenance likewise exists between persons related by affinity in the direct line.²⁹ The obligation to supply maintenance between persons related by affinity in the direct line applies where the marriage is intact or if the marriage which created the affinity is dissolved by death.³⁰ Thus, the obligation to supply maintenance shall not be sustained between relatives by affinity in case the marriage is dissolved through divorce.

²⁵ For instance, article 77(1) RFC makes it clear that "Where the spouses have agreed to divorce by mutual consent, such agreement, which shall also regulate the consequences thereof, shall be submitted in writing to the court for approval." Once of the consequences of divorce is maintenance. Hence, spouses who apply to divorce by mutual consent are expected to agree on the amount of temporary maintenance as well.

²⁶ Article 82(6) of the Revised Family Code.

²⁷ Article 82(5) of the Revised Family Code.

²⁸ Article 197 (1) (2) of the Revised Family Code.

²⁹ *Id.*, Articles, 198 (1) cum 210 1(e & f).

³⁰ *Id.*, Article 199.

The obligation to supply maintenance includes the means to feed, lodge, clothe, and care for the health and education expenses of the maintenance creditor.³¹ The amount the debtor bears should enable the creditor to lead decent life having regard to social conditions and local custom.³² It should be noted that the amount of a maintenance allowance paid by the debtor to maintain a creditor shall be fixed by taking into consideration the needs of the person claiming it and the means of the person liable thereto.³³ A debtor for maintenance may offer to discharge his obligation depending on the means of his/her income, and s/he may never be compelled to pay maintenance allowance if s/he has not sufficient means of income.

Unlike temporary maintenance, the RFC sets two conditions to claim maintenance and the claimant needs also to show the satisfaction of the requirements.³⁴ First, the claimant should be in need, and the second requirement is the inability of claimant to earn her/his livelihood by work. According to the RFC, a needy person who is in a state of earning her/his livelihood by her/his work is not eligible to claim maintenance. Similarly, a person who is not needy but is not in a state of earning their livelihood by work is not allowed to claim maintenance. The conditions must be satisfied cumulatively. If a court finds that the requirements are met, then it may make appropriate maintenance order it considers proper.

The amount of a maintenance allowance paid by the debtor shall be fixed by taking into consideration the needs of the person claiming it and the means of the person liable thereto.³⁵ The debtor for maintenance may never be compelled to pay maintenance allowance if s/he has not sufficient means of income. The debtor for maintenance discharges the obligation depending on the means of income and following the degree of relationship. Article 210 requires the court to follow the hierarchical order listed in the provision.

If the person who is obliged to supply maintenance has the capacity to pay to all creditors, s/he will be liable for all of them. However, if the person against whom the obligation to supply maintenance is brought is incapable to pay for all creditors, s/he will be liable to some of them as per the degree of

³¹ *Id.*, Article 197.

³² *Ibid.*

³³ *Id.*, Article 202(2).

³⁴ See Article 201 of the Revised Family Code which deals with conditions for the existence of the obligation to supply maintenance. In the words of such provision, “[t]he obligation to supply maintenance shall not exist unless the person who claims its fulfillment is in need and not in a state of earning his livelihood by his work.”

³⁵ See Article 210 of the Revised Family Code.

relation in the hierarchical order stated in Article 210 of the RFC, i.e., (a) in the first place for the spouse; (b) in the second place for the descendants, according to their degree; (c) in the third place, the ascendants, according to their degree; (d) in the fourth place, the brothers and sisters; (e) in the fifth place, the descendants by affinity, according to their degree relation; (f) in the sixth place, ascendants by affinity, according to their degree.

The provision that lists persons who are entitled to claim maintenance places the spouse at the top. An issue arises whether the word 'spouse' in Article 210 of the RFC refers to a spouse who lives in matrimony (i.e., the conjugal home), a spouse pending divorce, or an ex-spouse? In this regard, it is argued that "[a]s courts do not welcome petitions relating to spousal maintenance obligations, enforcing similar obligations while the marriage is intact".³⁶ It is to be noted that spouses have similar obligations to contribute expenses to the household in proportion to their respective means.³⁷ Thus, the contribution of spouses to their household during the marriage is not in the form of maintenance, but as an act of sharing household expenses in proportion to their respective means. This is also linked with the obligation of spouses to support and assist each other both emotionally and materially.³⁸

Yet, the issue of maintenance can be raised during marriage if the couple are living separately due to divorce proceedings. As highlighted earlier, this can involve 'temporary maintenance' until the court's decision on divorce. The question here is, whether an ex-spouse (who is needy and unable to earn livelihood through work) can –after divorce– bring a maintenance request against the former spouse

In this regard, Wondwossen underlines that "[t]he man's obligation to provide maintenance to his ex-wife is not recognized in the RFC".³⁹ If this is the practice of the courts and common understanding among legal practitioners, the question is, therefore, why does Article 210(a) put spouse at the top in the maintenance claim order? This needs to be examined carefully and thoroughly. This is particularly important for wives who may not have worked for many years and who had been relying upon the husband's contribution. Thus, there is a need to critically analyze what the law intends to convey in this regard.

³⁶ Wondwossen, *supra* note 22, p. 13.

³⁷ See Article 72 of the Revised Family Code.

³⁸ See Article 49 of the Revised Family Code.

³⁹ Wondwossen, *supra* note 22, p. 13.

4. An Ex-spouse's Right to Claim Maintenance under the RFC

Some argue that Article 210(a) does not refer to ex-spouse. The underlying assumption behind this argument is that if such provision anticipates the maintenance entitlement of an ex-spouse, it will use the term ex-spouses than spouses.⁴⁰ However, several provisions in the RFC use the term spouse though it indeed intends to mean ex-spouse.⁴¹ One can read the expression used in Article 9 of the RFC. According to this provision, (1) “[m]arriage between persons related by affinity in the direct line is prohibited. (2) In the collateral line, marriage between a man and the *sister of his wife*, and a woman and the *brother of her husband* is prohibited (emphasis added).” What does ‘*his wife* or *her husband*’ refer to?

This provision does not intend to prohibit the celebration of marriage between a man and the *sister of his wife*, and a woman and the *brother of her husband* whose marriage persists. If this is the intent of the law, this provision would not serve any different purpose. This is because the RFC already prohibits the celebration of marriage between a man and a woman as long as they are bound by bonds of a preceding marriage.⁴² Hence, Art 9 of the RFC, refers to the prohibition of marriages between a man and the sister of his ex-wife (where marriage is dissolved due to divorce or death of a spouse), and a woman and the brother of her ex-husband.

Reference can also be made to the provisions that govern the liquidation of property whereby several provisions that intend to refer to ex-spouse use the term spouse. One can read provisions that deal with retaking, discharging of debts, and partition of common property.⁴³ Indeed, the issue of retaking, discharging of debts, or partition of common property are resolved following a pronouncement of divorce. Once a court pronounces divorce, their status is changed to ex-spouses and they are not considered spouses anymore. However, the Revised Family Code continues to use the term spouse in these cases too instead of ex-spouses.⁴⁴ In all these cases, although the RFC uses

⁴⁰ This was the central and mainstream argument raised in the training, *supra* note 2.

⁴¹ Article 9 of the Revised Family Code.

⁴² *Id.*, Article 11.

⁴³ *Id.*, Article 83-93.

⁴⁴ See article 86- 93 of the RFC. For instance, Art 86 read as follows “(1) Each spouse has the right to retake his personal property in kind where he shows that he is the sole owner thereof. (2) If one of the spouses proves that any of his personal property has been alienated and that the price thereof has fallen in the common property, he has the right to withdraw therefrom, beforehand, money or things of value corresponding to

the term 'spouse', it intends to refer to an ex-spouse. One can thus argue that the mere use of the term spouse under the RFC does not necessarily mean spouses who are still married.

One can also raise the following issues to support the claim that Article 210(a) does not refer to spouses whose marriage is intact. The *first* point, as indicated above, stems from the fact that the spouses owe an obligation to support and assist each other during marriage.⁴⁵ This obligation of spouses justifies not only the sharing of the assets acquired in the course of the marriage but also sharing of the economic advantages and disadvantages of the marriage. Thus, the obligation to supply maintenance is not applicable for married couple.

Second, the spouses have equal rights in the management of the family and are obliged to co-operate in all cases to protect the security and interest of the family.⁴⁶ The spouses' contributions do not count in the enjoyment of matrimonial property. They have been treated as a family and their financial means are lumped together so long as the spouses are a married couple. The idea that follows is that spouses have automatic equal entitlement in using their common assets. The marriage enables spouses to benefit from higher incomes of either of the spouses.⁴⁷ This allows the husband and wife to use and participate in the management of common assets of the family in equal terms irrespective of their contribution in the making of the income. Hence, the issue of maintenance will not arise during the life span of the marriage.

The *third* point relates to Article 62 of the Revised Family Code. It provides:

- 1) All income derived by personal efforts of the spouses and from their common or personal property shall be common property.
- 2) All property acquired by the spouses during marriage by an onerous title shall be common property unless declared personal under Article 58(2) of this Code.
- 3) Unless otherwise stipulated in the act of donation or will, property donated or bequeathed conjointly to the spouses shall be common property.

Spouses shall thus have equal rights in the management of their common income. One cannot give maintenance for the other if they have joint and

such price. (3) Where both spouses have such right-each of them shall take their respective share from the common property in proportion to their contribution.

⁴⁵ Article 49 of the Revised Family Code.

⁴⁶ *Id.*, Article 50 of the Revised Family Code.

⁴⁷ Stark, *supra* note 4, p. 97.

several rights over the income and the property they generate during the marriage. Of course, the RFC allows the spouses to receive and deposit their respective earnings either in a personal or joint bank account.⁴⁸ However, the same provision obliges the spouses, at the request of any of a spouse, to render an account of the income s/he has received.

Fourth, Article 72 of the RFC enables one to argue that a spouse will not claim maintenance during the marriage because they have equal entitlements and are obliged to contribute to the household expenses in proportion to their respective means. The expression ‘in proportion to their respective means’ conveys the message that if one of the spouses has no means of income, such spouse will not contribute for the household expense. This shows that the obligation to supply maintenance is not applicable for married couple.

The aforementioned discussion reveals that spouses will not raise the issue of maintenance while their marriage is intact. Moreover, temporary maintenance ordered by courts in accordance with Article 82(5) and 82(6) of the RFC during divorce proceeding (in favour of a spouse who is not living in the common abode/residence) does not fall under Article 210(a) of the RFC. These points should be clearly addressed by the argument which states that the RFC does not recognize a spouse’s obligation to provide maintenance to his/her ex-spouse.

The other essential provision that supports the argument –that Article 210(a) RFC recognizes the obligation of a spouse to provide maintenance to his/her ex-spouse– is Article 199 of the RFC. It provides “[t]he obligation to supply maintenance shall not subsist between relatives by affinity unless the marriage which created the affinity is dissolved by death.” The essence of this provision arises from Articles 198 and 210 and of the RFC. The former provision (Art 198) states the existence of an obligation to supply maintenance between persons related by affinity in the direct line.

On the other hand, Art 210 indicates their place in the maintenance order, which means a person who is obliged to supply maintenance, shall be liable to his relative by affinity in the fifth place (for the descendants by affinity according to their degree) and the sixth place (for ascendants by affinity according to their degree). Article 199 of the RFC in its part indicates the circumstances in which the obligation to supply maintenance between persons related by affinity in the direct line may subsist. According to Article 199 (*cum* with Art 197 and 210), the obligation to supply maintenance exists

⁴⁸ *Id.*, Article 64(1) (2).

between persons related by affinity in the direct line if the marriage is intact or dissolved by the death of one of the spouses.⁴⁹

This shows the cessation of the obligation to supply maintenance that exists between spouse and descendants as well as ascendants by affinity if the marriage is dissolved by divorce. Even upon the dissolution of marriage by divorce, the RFC expressly gives an end to such obligation only in the direct line. It does not extinguish the obligation that exists between spouses which is stated on the same provision –Article 210(a). This enables the obligation to supply maintenance that exists between spouses to subsist where the marriage is dissolved by divorce. I thus argue that an ex-spouse can be bound to provide maintenance support to his/her ex-spouse after divorce, and it is arguably unjustified to deprive maintenance support for an ex-spouse who is needy, has no job, and for whom the future is uncertain.

Being needy and incapable to earn means of livelihood on one's own is the justification for an obligation of maintenance support. With regard to duration, the spousal support payments should continue as long as an ex-spouse is needy and unable to generate income subject to the caveat that the maintenance support creditor has the duty to endeavour to become self-sufficient.

5. Conclusion

There is a mutual obligation among family members to maintain one another. The existence of direct relationship by consanguinity or affinity is a requirement to claim maintenance. It should be noted that the degree of relationship has a direct bearing on the entitlement to maintenance support. Being needy and inability to work are a preconditions to claim maintenance.

Maintenance can be for a fixed term or a long period. With regard to spouses, it could be temporary maintenance during a divorce proceeding based on Article 82(5) of the RFC, or ordinary maintenance in accordance with the *purposive interpretation* of Article 210(a) of the Revised Family Code as highlighted under Section 4, above. This comment has in particular focused on the entitlement of an ex-spouse to claim maintenance under the Revised Family Code. The discussion above has provided the arguments that can be raised in this regard. The discussion in the preceding sections indicates that the *purposive interpretation* of Article 210(a) of the Revised Family Code entitles maintenance support for the needy ex-spouse who is not in a position to generate income by work. ■

⁴⁹ Id., Article 210 (e) and (f).

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