

8 Debts

During the marriage, both spouses are jointly liable (solidarity) for those expenses that arise from the current needs of the family. For debts which the spouses have entered into alone and which do not fall under the current needs, each is liable alone, even after the dissolution of the marriage.

For contracts entered into by both spouses, they must also be jointly liable. This means that a spouse who has co-signed or guaranteed a bank loan, for example, continues to be liable for the loan, even if the other spouse has undertaken to repay it alone in a divorce agreement.

However, the spouses, can at the very least, reach an agreement during the divorce process or obtain a court order, wherein the spouse responsible for making the payment is also designated as the primary debtor in relation to the bank, while the other is considered a secondary guarantor for any outstanding balance. This implies that the bank is obligated to pursue the primary debtor initially. Only if efforts to secure the outstanding amount through seizure or auction against the primary debtor prove unsuccessful, action can be taken against the secondary guarantor.