

Shephali

IN THE PARSI CHIEF MATRIMONIAL COURT AT BOMBAY

PARSI SUIT NO. 2 OF 2015

WITH

NOTICE OF MOTION NO. 8 OF 2015

IN

PARSI SUIT NO. 2 OF 2015

Mr. Dara Behram Shroff

...Plaintiff

Versus

Mrs. Perviz Dara Shroff

...Defendant

Mr. A. J. Irani, for the Plaintiff.

Ms. Pinaz Contractor, for the Defendant.

CORAM: G.S. PATEL, J

DATED: 8th July 2015

PC:-

1. The Suit is settled. The parties have agreed to a divorce by mutual consent under Section 32-B of the Parsi Marriage and Divorce Act, 1936. Both Mr. Irani, learned Advocate for the Plaintiff, and Ms. Contractor, learned Advocate for the Defendant, make a joint submission that instead of delaying the matter and asking parties to prepare a fresh petition or plaint, an order be passed on the present petition with suitable directions since both

parties are personally present in court and are agreeable to such a course of action.

2. Mr. Irani tenders a cheque in favour of the Defendant in the amount of Rs. 7 lakhs. Ms. Contractor accepts this amount on behalf of the Defendant in full and final settlement of the Defendant's claim for alimony and maintenance, including permanent alimony. In addition, the Plaintiff has brought to Court certain ornaments and items. These are: one gold engagement ring, one set of gold cuff links, and two Titan wrist watches. These are inspected by the Defendant and Ms. Contractor in Court. The Defendant accepts these items in full satisfaction of her claim for return of personal effects. She confirms that she has no further claim against the Plaintiff in respect of any valuables or movables.

3. The Defendant agrees that she has no further claim of any kind as against the Plaintiff and the amount paid as also the items are together in full and final satisfaction of her entire claim.

4. Both parties are personally present in Court. They have each separately confirmed their willingness to take divorce by mutual consent under Section 32-B of the Parsi Marriage and Divorce Act, 1936. Both confirm that they have been living apart from 30th May 2009. They were married in Mumbai. They have no children. There is, therefore, no impediment to the disposal of this petition by mutual consent.

5. All allegations by the Plaintiff against the Defendant and by the Defendant against the Plaintiff are unconditionally withdrawn.

6. The marriage of the parties' solemnized on 16th November 2007 is accordingly dissolved by mutual consent. Decree to be drawn up accordingly in these terms. No order as to costs.

7. Ms. Contractor submits that given the nature of the allegations in the pleadings, the record of this Suit be ordered to be sealed as this would be in the interest of both sides. Mr. Irani supports the application. It is, therefore, directed that except for the limited purpose for the drawn up decree, the plaint and the written statement, as also all other affidavits in this matter are to be sealed. The registry is directed not to grant inspection or copies of any of these pleadings or affidavits without prior leave of the Court.

8. In this view of the matter, Notice of Motion does not survive and it is disposed of as such with no order as to costs.

(G. S. PATEL, J.)