

Atul

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
PARSI SUIT NO. 5 OF 2014**

Mrs. Jasmine Darayus Sanjana	...Plaintiff
<i>Versus</i>	
Mr. Darayus Sanjana	...Defendant

Ms. Ishika Tolani, i/b Mrs. T.F. Irani, for the Plaintiff.
Mrs. A.S. Khushrushahi, for the Defendant.

CORAM: G.S. PATEL, J
DATED: 20th July 2015

PC:-

1. Parties have agreed to a settlement and following order is passed by consent. Both the Plaintiff-wife and the Defendant-husband are present in Court.

2. At my request, as noted in the order dated 7th July 2015, Mr. Dinshaw Mehta and Mr. Yezdi Desai, two among the Trustees of the Parsi Punchayet Trust are also personally present in Court. They confirm that the Parsi Punchayet is agreeable to and has, in fact, in principle, accepted the proposal to transfer the leave and license in respect of Flat No. 39, Q-block, Godrej Baug, Off Nepean Sea Road, Mumbai – 400 026 from the name of the Defendant-

husband to the name of the Plaintiff-wife. They point out that because of certain pending disputes between the Trustees, the Charity Commissioner has presently prohibited any further transfers of any premises belonging to the Parsi Punchayet Trust. It is clarified that the present transfer of the license in respect of Flat No. 39, Q-block, Godrej Baug, Off Nepean Sea Road, Mumbai – 400 026 is under this order of the High Court and is, therefore, not subject to any directions or orders passed by the Charity Commissioner. The Trustees are at liberty to place an authenticated copy of this order before the Charity Commissioner. I must record my appreciation and thanks to Mr. Mehta, Mr. Desai and their fellow trustees for their cooperation and assistance in the matter.

3. The Plaintiff and Defendant both agree to and do state before the Court that they are withdrawing all allegations made against each other in this Suit.

4. The parties were married on 11th December 1994 according to Zoroastrian Rights and Customs. They have two children, a daughter, Jennifer, born on 4th October 1995 and one son Farhad born on 27th December 2000. It is agreed that the Plaintiff-wife will have custody of Farhad.

5. The Defendant agrees to sign such documents as may be necessary to effect the transfer of the leave license in respect of Godrej Baug flat to the name of the Plaintiff-wife. He will, on or before 3rd August 2015 pay to the licensors, the Parsi Punchayet Trust, all arrears, if any, of license fees. He will also, on or before that date, pay all outstanding arrears, if any, of electricity charges.

6. On or before 10th day of each month, the Defendant-husband will deposit in the bank account of the Plaintiff-wife an amount of Rs. 2,600/-. This comprises Rs. 1,600/- towards license fee presently payable in respect of the flat and Rs. 1,000/- towards electricity charges. The amount is to be directly deposited by the Defendant in the bank account of the Plaintiff. Mrs. Irani, learned Advocate for the Plaintiff will communicate the bank details to Mrs. Khushrushahi, learned Advocate for Defendant on or before 31st July 2015.

7. As regards access, the question does not arise in relation to the parties' daughter, Jennifer, who is now an adult. Their son, Farhad, is about 14 years old. It will be difficult to order him to visit the Defendant. He is at liberty to do so as and when he wishes. This decision is best left to Farhad himself.

8. The parties agree, confirm and undertake to Court that they have no other claims against each other.

9. In view thereof, the marriage of the parties is dissolved by mutual consent under Section 32-B of the Parsi Marriage & Divorce Act, 1936.

10. Decree to be drawn up accordingly.

11. Original documents to be returned to the respective parties on their being substituted with the photocopies duly authenticated by the Advocates of the respective parties.

(G. S. PATEL, J.)