

Shephali

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
PARSI SUIT NO. 32 OF 2014**

Jammin Mehernosh Hormuzdi	...Plaintiff No. 1
<i>Versus</i>	
Mehernosh Jehangir Hormuzdi	...Plaintiff No. 2

Mr. P.M. Rustomkhan, *for Plaintiff No. 1.*
Ms. Kishwar Vajid Mirza, *for Plaintiff No. 2.*

CORAM: G.S. PATEL, J
DATED: 29th June 2015

PC:-

1. This is a Petition for divorce by mutual consent under Section 32-B of the Parsi Marriage and Divorce Act, 1936. The original marriage certificate remained to be filed along with the Petition. A certified copy is tendered. It is taken on record and marked "X" for identification.

2. The Plaintiffs were married on 24th December 1996 in Mumbai according to Zoroastrian Rights & Customs. This was the first marriage for both. The Plaintiffs have two children, a daughter Parizad, born on 20th January 1998 and a second daughter Zenia,

born on 18th January 2000. The minor daughters are presently in custody of the 1st Plaintiff, their mother.

3. After marriage, Plaintiffs lived together as husband and wife in the 2nd Plaintiff's mother's flat at Bandra. However, differences soon arose between the Plaintiffs. They attempted to resolve these. These attempts were unsuccessful.

4. In 2005, the 1st Plaintiff left the matrimonial home with the two minor daughters and began staying separately in her uncle's house at Block No. 6, 1st Floor, 21A, Hendre Building, 8, Sleater Road, Mumbai – 400 007.

5. The Plaintiffs have been living apart for more than one year prior to the filing of the Suit, i.e., 2005.

6. The Plaintiffs have arrived at consent terms. These are annexed at Exhibit "B" to the plaint. They are signed by both Plaintiffs and their respective Advocates. The consent terms provide for permanent alimony and maintenance for the 1st Plaintiff and for the two daughters; for the investment of these amounts; educational expenses; and custody and access. Clause (2) of the consent terms requires the 2nd Plaintiff to pay an amount of Rs. 4,00,000/- by July 2015. An amount of Rs. 1,00,000/- was paid earlier and the remaining Rs. 3,00,000/- has been paid today.

7. The consent terms seem to me to be in order. They are taken on record. The undertakings in the consent terms are accepted as undertakings to the Court.

8. Both Plaintiffs are present in Court. They have each filed an affidavit in lieu of examination-in-chief. In these affidavits, they affirm the correctness of what is stated in the plaint as also in the consent terms.

9. In view thereof, the marriage of the parties is dissolved under Section 32-B of the Parsi Marriage and Divorce Act, 1936. There will also be an order and decree in terms of the Consent Terms, Exhibit “B” to the plaint.

10. The Suit is accordingly decreed in terms of prayer clauses (a) and (b). Decree to be drawn up accordingly. There will be no order as to costs.

(G. S. PATEL, J.)