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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
PARSI SUIT NO. 5 OF 2016**

Roshni Porus Tavadia	...Plaintiff No. 1
<i>Versus</i>	
Porus Dara Tavadia	...Plaintiff No. 2

Ms. Venita Daver, *for Plaintiff No. 1.*
Ms. Pratibha Bangera, *for Plaintiff No. 2.*

CORAM: G.S. PATEL, J
DATED: 4th April 2016

PC:-

1. This is a Suit for divorce by mutual consent under Section 32-B of the Parsi Marriage and Divorce Act, 1936. The 1st Plaintiff is the wife and the 2nd Plaintiff is the husband. Both are present in Court.

2. The parties were married on 4th December 1992 in Mumbai according to Zoroastrian Rights and Customs. This was the first marriage for both. The parties have one child, a daughter named Mihra, born on 26th January 1997. She is 19 years old today.

3. The parties say that they knew each other for several months before marriage. After marriage, they lived as man and wife at a residence at Andheri (West), Mumbai – 400 058.

4. Following the birth of their daughter, differences and disputes arose between the Plaintiffs. These increased over time. The Plaintiffs were unable to resolve these differences. The intervention of family members and friends were also unsuccessful.

5. In paragraph 5 of the Complaint, the parties say that they severed all marital relations by mid-2014, and in September 2014 began living separately in different rooms though in the same house. All conjugal relations ceased from that time. They have been living apart in this fashion since 1st September 2014.

6. The Plaintiffs have now agreed to obtain a divorce by mutual consent under Section 32-B.

7. In furtherance of that understanding, they have drawn up consent terms, which are annexed as Exhibit "B" to the complaint. I have seen these consent terms. They appear to be in order. Provisions are made for their daughter's educational and medical expenses. There is also an arrangement by which the 2nd Plaintiff-husband has transferred his 50% right, title and interest in the Andheri (West) flat to the 1st Plaintiff. The parties have arrived at an understanding that the 2nd Plaintiff will live separately. In clause 10, provision has been made for lump sum payments towards alimony and maintenance. The parties and their Advocates confirm that the necessary exchanges have taken place and necessary documents have been executed. Being satisfied that the Consent Terms are not contrary to law, are fair and reasonable, that they reflect the true intention of the parties and that they have been arrived between the parties on their own volition and without

pressure and coercion, the Consent Terms are accepted. The undertakings in the Consent Terms are accepted as undertakings to the Court.

8. Both Plaintiffs have tendered Affidavits in lieu of examination-in-chief. Their evidence is separately recorded.

9. This Court has jurisdiction and since the parties have been living apart for more than one year before presentation of the Suit, there is no impediment to the grant of relief.

10. The Suit is accordingly decreed in terms of prayer clauses (a) and (b). The marriage of the parties is dissolved by mutual consent under Section 32-B of the Parsi Marriage and Divorce Act, 1936. There will also be an order in terms of the Consent Terms.

11. Decree to be drawn up accordingly.

12. All concerned to act on an authenticated copy of this order.

(G. S. PATEL, J.)