

JSN

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
PARSI SUIT NO.33 OF 2013**

Shehzin R. Bagla	...Plaintiff
<i>Versus</i>	
Ronnie Yazdi Bagla	...Defendant

Mrs. Taubon F. Irani, *for the Plaintiff.*
Mrs. Pooja Jalan, *for Respondent No.1*
Mr. Mohan Bir Singh, *i/b MBS and Company for Respondents Nos.2 to 4.*

CORAM: G.S. PATEL, J
DATED: 2nd September 2016

PC:-

1. This Parsi Matrimonial Suit is settled. Consent Terms are tendered. Except for the Defendant No.1 who is in London, the other parties are personally present. The Consent Terms are signed by the parties and their Advocates.

2. I have seen the Consent Terms. They are in order. I am satisfied that these Consent Terms are not contrary to law, have been drawn by the parties of their own volition and reflect their true intentions.

3. The Consent Terms are taken on record and marked “X” for identification. The undertakings in the Consent Terms are accepted as undertakings to the Court.

4. The Suit is disposed of in accordance with the Consent Terms. Decree to be drawn up accordingly. The marriage of the Plaintiff and the Defendant in Suit No.33 of 2013 is dissolved by mutual consent under Section 32-B of the Parsi Marriage and Divorce Act.

5. I note that the reference in clause 2 of the Consent Terms to Section 32(d) of the Act is an inadvertent typographical error. This is clear from the fact that in clause 3 all mutual allegations are withdrawn by the husband and wife against each other. The divorce is under Section 32-B of the Act.

6. Clause 4 requires the parallel application No.1 of 2014 under the Domestic Violence Act is also withdrawn. That application is taken on board by consent, called out and dismissed as withdrawn.

7. Parties agree that compliance of the matters mentioned in clauses 9, 10 and 11 has been completed.

(G. S. PATEL, J.)