

ATUL

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
PARSI SUIT NO. 18 OF 2016

Zurvan Marolia	...Plaintiff No. 1
<i>Versus</i>	
Kamalrookh Marolia	...Plaintiff No. 2

Ms. Armaity S. Khushrushahi, *with Ms. N. Almeida, for both the Plaintiffs.*

CORAM: G.S. PATEL, J
DATED: 29th November 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 husband. The 2nd Plaintiff is the wife. They were married on 23rd January 1989 according to the Parsi Zoroastrian rites and customs. This was the first marriage for both.

2. The parties have two children: a daughter named Hamarna born on 19th October 1992 and a son, Anosh, born on 6th November 1995. Both children have attained majority.

3. After marriage, both parties lived as man and wife at Godrej Hill Side Colony, L.B.S. Road, Vikhroli (West), Mumbai 400 079. However, over time, differences arose between the parties. Their

relationship deteriorated. They found themselves to be incompatible and unable to adjust to each other. Despite the efforts of family and friends, they were unable to resolve these differences.

4. The 1st Plaintiff husband moved out of the bedroom and started living apart from the 2nd Plaintiff wife from September 2013. Although under the same roof, they lived separately and had no matrimonial ties. Their disputes have continued.

5. The parties have now agreed to dissolve their marriage by mutual consent. They have drawn up Consent Terms annexed at Exhibit “B” to the plaint. I have seen these Consent Terms and they are in order, not contrary to law and appear to have been drawn by the parties of their own volition in reflection of their intentions. Arrangements have been made in regard to a motor car, furniture, outgoings as also an amount of permanent alimony and residence.

6. Both Plaintiffs are present in Court. They have both tendered Affidavits in lieu of examination-in-chief in which they confirm the correctness what is stated in the plaint. I am satisfied that there is no element of force, fraud or coercion. The undertakings in the Consent Terms are accepted as undertakings to the Court and in particular, the undertaking in clause 1(b) where the 1st Plaintiff is to get his name deleted from the SPICE investment earlier jointly held with the 2nd Plaintiff. The 1st Plaintiff has confirmed that he has already done so.

7. There is no impediment to the grant of relief. The marriage of the parties is dissolved by mutual consent. The Suit is decreed in terms of prayer clauses (a) and (b).
8. Decree to be drawn expeditiously.
9. All concerned to act on an authenticated copy of this order.

(G. S. PATEL, J.)