

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

PARSI SUIT NO. 3 OF 2017

Dr.Shahrookh Pesotan Vatchha .. Plaintiff No.1
And
Mrs.Shernaz Shahrookh Vatchha .. Plaintiff No.2

Ms.Khooshnum R. Daviervala a/w. Mr.Yazdi P. Jijina i/b M/s. Mulla and Mulla and Craigie Blunt and Caroe for both plaintiffs.

**CORAM : K.R.SHRIRAM, J.
DATE : 9TH MARCH, 2017**

P.C.

1 Examination in chief of plaintiff no.1 by Ms.Daviewala for plaintiff :

Dr.Shahrookh Pesotan Vatchha-Plaintiff No.1 on S.A. :

Dr.Shahrookh Pesotan Vatchha-Plaintiff No.1
Occup. : Orthopaedic Surgeon,
Resi. Add.: 904, Orchid, Dosti Acres, Wadala,
Mumbai 400 037.

I say that I have signed an affidavit dated 8th March 2017 and also identify my signature. The contents thereof are correct. The affidavit is taken on record and marked **Exh.P-1**.

No further examination in chief.

No cross-examination.

Mrs.Shernaz Shahrookh Vatchha-Plaintiff No.2 on S.A. :

Mrs.Shernaz Shahrookh Vatchha-Plaintiff No.2
Occup. : retired.
Resi. Add : Flat No.5, Building No.7, Old Khareghat Colony,

Hughes Road, Mumbai 400 007.

I say that I have signed an affidavit dated 8th March 2017 and I also identify my signature. The contents of the affidavit are correct. The same is taken on record and marked as **Exh.P-2** for identification.

No further examination in chief.

No cross-examination.

2 This is a suit for divorce by mutual consent as per Section 32B of the Parsi Marriage and Divorce Act, 1936. The first plaintiff is the husband and the second plaintiff is the wife. They were married on 12th July 1981 in accordance with the Parsi Zoroastrian religion and custom. This was the first marriage for both the plaintiffs. There are no issues out of this marriage. After marriage, both lived as husband and wife as paying guests for about a year and thereafter, at the flat of the parents of plaintiff no.2 at Messman House, 1st floor, Jehangir Daji Street, Sleater Road, Mumbai 400 007. There were certain misgivings between the plaintiffs soon after the wedding, though some how they lived together. Slowly over a period of time, they started to withdraw from each other's company and despite several efforts to resolve the issues, the same could not be resolved.

3 Ultimately, due to differences, the plaintiff no.1 started living

separately since the year 1988 and has not returned to the matrimonial home since last 29 years. Till 1997, plaintiff no.2 continued to stay at the matrimonial home and later shifted to the present address and both have lived separately since 1988.

4 With a view to avoid acrimonious litigation, the parties have arrived at settlement with regard to alimony, joint property etc. and therefore have agreed to dissolve their marriage by mutual consent. The parties have already entered into the consent terms dated 3rd February 2017 which is annexed at Exh.'B' to the plaint.

5 As per the consent terms, plaintiff no.1 has agreed to pay a one time alimony/maintenance in the sum of Rs.1 crore to plaintiff no.2. Plaintiff no.2 has also agreed to accept the same as one time settlement and in the consent terms has given an undertaking that upon receiving the said amount, she will have no claim whatsoever against plaintiff no.1. Ms. Daviervalla states that cheque for Rs.1 crore issued by plaintiff No.1 drawn on Union Bank of India, dated today has been handed over to plaintiff no.2.

6 Plaintiff No.2 confirms having received the cheque and states that upon realization of the cheque, she will have no claims whatsoever against

plaintiff no.1. Plaintiff no.2 states that there is no dispute with regard to her jewelery or personal belongings.

7 The statements in the consent terms are accepted as undertakings to this Court. The statement of the plaintiffs that they have lost/misplaced the original marriage certificate both in English and Gujarati language, which despite a diligent search, they have not been able to trace, is accepted.

The statement of the plaintiffs that they will submit a certified copy of the marriage certificate before they collect the drawn up decree, is accepted and so ordered.

8 I do not find any impediment to grant the relief sought. Therefore, the marriage of the parties is dissolved by mutual consent. The suit is decreed in terms of prayer clauses (a) and (b).

9 Decree be drawn up expeditiously.

All concerned to act on a copy of this order authenticated by the Associate of this Court.

(K.R. SHRIRAM, J.)