

Shailaja

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**

**ORDINARY ORIGINAL CIVIL JURISDICTION**

**PARSI SUIT NO. 12 OF 2017**

|                             |          |                       |
|-----------------------------|----------|-----------------------|
| <b>Cyrus Maneck Golimar</b> | <b>]</b> | <b>Plaintiff No.1</b> |
| <b>and</b>                  |          |                       |
| <b>Tanaz Cyrus Golimar</b>  | <b>]</b> | <b>Plaintiff No.2</b> |

.....

Romi Mirza with Zeenia Mehta i/b Dipesh Mehta & Associates,  
Advocates and Solicitors, U.K., for both the plaintiffs.

.....

**CORAM : R.G. KETKAR, J.**

**DATE : 25TH SEPTEMBER, 2017.**

**P.C:**

This is a Suit for divorce by mutual consent under Section 32-B of the Parsi Marriage and Divorce Act, 1936 [for short 'Act']. The 1<sup>st</sup> plaintiff is the husband. The 2<sup>nd</sup> plaintiff is the wife. They were married on 12<sup>th</sup> December, 1998 according to the Parsi Zoroastrian rites and customs. This was the first marriage of both.

2. The parties have two children: a son named Shezaan, born on 7<sup>th</sup> December, 2005 and a daughter, Shanaya born on 30<sup>th</sup> July, 2010.

3. After marriage, plaintiffs cohabited and resided together as husband and wife at Mumbai at plaintiff No.1's house as mentioned in the cause title. After a few years of the marriage, serious differences arose between the parties. They realized that

they were totally incompatible and could not lead a normal married life. Due to serious differences between them, atmosphere in the house was always tense and they started drifting apart from each other. Plaintiff No.2 left matrimonial home on 3<sup>rd</sup> May, 2016 and shifted to apartment at Versova along with the minor children. Thereafter, sometime in May, 2017, plaintiff No.2 shifted to her maternal home in Surat and is presently residing at the address mentioned in the cause title of the suit and continued to stay at the address mentioned therein.

4. Parties tried to work out marriage with the help of friends, relatives and family members, but did not succeed. Therefore, they have decided to put an end to marriage by filing the present suit for divorce by mutual consent. Parties have drawn up consent terms which are annexed at **Exhibit B** to the plaint.

5. I have perused the consent terms. 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 as regards the custody and guardianship of minor children Shezaan and Shanaya as also availing access to the minor children. Arrangement has been made as regards jewelery/ornaments and personal items. Arrangement has also been made for plaintiff No.2 of Flat No. 402, Homeland Co-operative Housing Society Limited, 3<sup>rd</sup> Cross Lane, Lokhandwala, Andheri [West], Mumbai – 400 058. Plaintiff No.1 will retain Flat No. A/702, 7<sup>th</sup> Floor, Seth M.A. Patel Society, Paliram Road, Off. S.V. Road, Andheri [West], Mumbai – 400 058.

6. Both the plaintiffs are present in the Court. They have both tendered Affidavits in lieu of examination-in-chief in which they confirm the correctness what is stated in the plaint. Affidavits are taken on record and marked as **Exhibit X** and **Exhibit Y**. Photo copies of Aadhaar Cards of plaintiffs No.1 and 2 are marked as **Exhibit Z colly**.

7. 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, paragraphs 16,17,18 and 19 of affidavit of plaintiff No.2, as also undertakings given by plaintiff No.1 in paragraphs 14, 15,17 and 18.

8. After perusal of the consent terms, I find that 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).

9. Decree be drawn accordingly.

10. All concerned to act upon an authenticated copy of this order.

**[R.G. KETKAR, J.]**