

"Ct"
3/5/2018

IN THE PARSI CHIEF MATRIMONIAL COURT, AT
BOMBAY

PARSI SUIT NO. 13 OF 2017

Mrs. Sanobar Rustom Fitter,)
Age: 30 years, presently)
residing at D-9/10, Sunil Raj)
Co-op. Housing Society Ltd.)
Kopri Colony, Near Kanya Nagar)
Thane - 400603) ...Plaintiff

VERSUS

Mr. Rustom Dinshaw Fitter,)
Age: 35 years, residing at,)
3rd floor, "D" Wing, Flat No. D/206)
Jeejeebhoy Parsi Colony,)
Opp. Defence Colony, Lula Nagar,)
Pune - 411 040) ...Defendant

CONSENT TERMS FOR
DISSOLUTION OF MARRIAGE U/S.
32B OF PARSI MARRIAGE AND
DIVORCE ACT, 1936

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The Parties hereto have mutually discussed and decided that the parties shall settle their marital disputes amicably without any pressure, force, coercion or threat by signing the present consent terms seeking dissolution of marriage, as the parties hereto have realized that they are not compatible to each other and it is not possible to save their marriage. Accordingly, the parties after discussions have arrived to the following terms of settlement, which is recorded hereunder:

1. That the Plaintiff has filed the present Parsi Suit under Section 32(dd), (g) of the Parsi Marriage & Divorce Act, 1936 (Hereinafter referred to as "the Act") seeking divorce from the Defendant on the ground of cruelty and desertion. That after filing the said Petition the parties here to have amicably decided to settle all the disputes and dissolve the marriage solemnized on 30.12.2011 vide a decree of divorce by mutual consent under section 32(b) of the Act.

2. That the Plaintiff was a spinster and the Defendant was a bachelor prior to their marriage solemnized on 30.12.2011, as per rites, rituals, customs governed by the

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Act. The aforesaid marriage was duly registered under the provisions of the Act.

3. That there is no issue born out of the wedlock between the parties.

4. That the parties hereto have been living separately since July, 2013 and there is no husband and wife relationship between the parties since then.

5. That with a view to explore the possibility to save marriage between the parties, several attempts of reconciliation were made and the parties and their respective families ultimately came to the conclusion that there is no possibility of reconciliation and the marriage has been irretrievably broken down. Hence, the parties hereto cannot live together as husband and wife.

6. That it is agreed by and between the parties that the Plaintiff shall waive/relinquish her right to claim maintenance/ alimony from the Defendant. That similarly

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the Defendant shall also waive/relinquish his right to claim maintenance/ alimony from the Plaintiff.

7. The parties hereto relinquish their right, title and interest in respect of any further claim whatsoever from this day onwards and under no circumstances either of the parties will claim any right, title or interest in any movable or immovable property of either of the parties.

8. That there is no exchange left by and between the parties and no party shall make any future claim from the other in respect of any articles, Jewellery, etc.

9. That both the parties in the above proceedings hereby finally and irrevocably withdraw all their respective grievances/ allegations/ accusations against each other or their respective families. It is further agreed between the parties hereto that they shall not indulge in any mud-slinging, defamation, accusation, etc. either against each other or involving any of their respective families.

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10. It is agreed between the parties that after the decree is passed none of the parties shall have or claim in respect of any matter involving any other or further financial burden and shall not in any manner interfere with the life of each other.

11. The Plaintiff shall not use the surname of the Defendant in future for any correspondence to anyone.

12. That the parties hereto have entered into this consent terms out of their own free will, wish and desire without any threat, coercion, misrepresentation, pressure and undue influence and they have read, interpreted and understood the consequences and repercussions of the same before signing the present consent terms.

Signed on this 3rd day of May, 2018 at Mumbai

Sanobar Fitter
(Sanobar Fitter)
Plaintiff

Identified by me

P. C. Contractor
(P. C. Contractor)
Advocate for Plaintiff

R. J. Fitter
(Rustom Fitter)
Defendant

I identify defendant
Rs. Badhe
Adv. Rashmi S. Badhe