

Prajakta Vartak

**BEFORE THE PARSI CHIEF MATRIMONIAL COURT AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION**

**PARSI SUIT NO.5 OF 2022**

Monaz Sheriar Daruwalla ..Plaintiff No.1

And

Hiraaz Adil Rivetna ..Plaintiff No.2

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Mrs. Aramaity Khushrushahi with Ms. Nerissa Almeida for Plaintiffs.

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**CORAM : G.S. KULKARNI, J.**

**DATE : MARCH 25, 2022.**

**P.C.:**

1. This is a suit filed under Section 32B of the Parsi Marriage and Divorce Act, 1936 (for short, "the PMDC Act") whereby the plaintiffs have prayed for a decree of divorce by mutual consent. The plaintiffs are present before the Court

2. The plaintiffs got married on 29 November, 2010 as per the Parsi Zoroastrian rites and ceremonies at Albless Baug, Charni Road, Mumbai – 400 004. After the marriage, the plaintiffs cohabited and resided at Contractor Baug, Building-C, Flat No.23, Mori Road, Mahim (West), Mumbai – 400 016. A Marriage Certificate dated 09 June, 2011 registering the plaintiffs' marriage was issued by the Registrar, High Court, Bombay.

3. After the marriage, serious differences had arisen between the plaintiffs which created an atmosphere of disharmony resulting into a matrimonial discord and estrangement. The plaintiffs state that eventually it became impossible for them to continue to reside together under the same roof. On 10 December, 2018 by mutual consent, the plaintiffs have been residing separately. The plaintiffs state that efforts were made by the members of their family and friends to sort out their matrimonial differences however, the same proved to be futile. The plaintiffs hence thought it appropriate that their marriage be dissolved by mutual consent.

4. The plaintiffs have placed on record their respective affidavits in lieu of evidence as per the provisions of Sub-Rule (1) of Rule 4 Order VIII of the Code of Civil Procedure. The affidavit of plaintiff no.1 as also affidavit of plaintiff no.2 is dated 20 January, 2022. Both the plaintiffs have appeared before the Court. They have deposed to the contents of their respective affidavits in lieu of evidence. Accordingly, testimony of the plaintiffs as contained in their affidavit of evidence stands accepted so as to depict the true and correct facts as placed before the Court in support of the prayers as made in the plaint.

5. I have heard learned counsel for the parties.

6. In so far as the requirement for this Court to exercise jurisdiction under Section 32B of the PMDC Act is concerned, from the perusal of the record as also having interacted with the parties, it appears to be not in dispute that the plaintiffs are living separately for a period of more than one year. It is quite clear that the plaintiffs have not been able to live together due to irreconcilable differences which have arisen between them as stated by them in the plaint as also in their evidence. Thus, there is sufficient material for this Court to hold that it is not possible for the plaintiffs to live happily in their marriage. Admittedly, the plaintiffs' marriage was solemnized under the PMDC Act as seen from the Certificate of Marriage dated 09 June, 2011 issued by the Registrar of Parsi Marriages, High Court, Bombay. Further the consent of the parties for a decree of divorce by mutual consent is also a free consent. In these circumstances, the present suit for divorce by mutual consent would be required to be decreed.

7. The plaintiffs have also entered into consent terms dated 28 February, 2022 which are marked as Exhibit B. The parties have accepted the arrangement as set out in the consent terms to be in full and final settlement between them. The consent terms accordingly stand accepted and shall form a part of the decree to be drawn by the Court. The undertakings as contained in the consent terms stand

accepted. The suit is accordingly decreed in terms of prayer clauses (a) and (b).

8. The learned Prothonotary & Senior Master of this Court shall draw a Decree of Divorce by mutual consent and the same be made available to the plaintiffs, within a period of three weeks from today.

9. No costs.

**[G.S. KULKARNI, J.]**