

Prajakta Vartak

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

PARSI SUIT NO.8 OF 2022

Persis Sam Antia ..Plaintiff No.1
And
Cyrus Keki Mistry ..Plaintiff No.2

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

**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 23 December, 2015 as per Parsi Zoroastrian rites and ceremonies at Saher Agiary, Breach Candy, Mumbai – 400 026. After the marriage, the plaintiffs cohabited and resided at 6, Lavender, 1st Floor, Godrej Sky Garden, Takka – Panvel – 410 206. A Marriage Certificate dated 01 January, 2016 registering the plaintiffs’ marriage was issued by the Registrar of Parsi Marriages, High Court, Bombay.

3. The plaintiffs state that their marriage being an arranged marriage, the plaintiffs did not knew each other well. Within two years

of their marriage, the plaintiffs realized that they were temperamentally very different and which was becoming a cause of serious differences between them. The plaintiffs state that their opinions differed on many day-to-day issues, creating an unpleasant atmosphere in the house, resulting in a lack of marital harmony. It is stated by the plaintiffs that sometime in February 2020, the plaintiff No.1 went to Jamshedpur to her maternal home as she was unwell and since then, she has resided separately from her husband. Thus from February 2020, the plaintiffs are residing separately from each other.

4. The plaintiffs have stated that number of efforts were made by the family members and friends to sort out the differences between them, which could not succeed. The plaintiffs, hence, decided that it is appropriate for them that their marriage be dissolved by mutual consent.

5. Today 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 is dated 28 February, 2022, as also affidavit of plaintiff no.2 is dated 25 March, 2022. They have deposed to the contents of their respective affidavits in lieu of evidence. Accordingly, testimony of

the plaintiffs as contained in their affidavits 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.

6. I have heard learned counsel for the parties.

7. 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 01 January, 2016 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.

8. 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 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).

9. The Registry to 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. No costs.

[G.S. KULKARNI, J.]