

Ashwini

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

APPEAL NO. 484 OF 2019

IN

NOTICE OF MOTION NO. 4 OF 2019

IN

PARSI SUIT NO. 16 OF 2018

WITH

APPEAL (L) NO. 9871 OF 2022

IN

CONTEMPT PETITION (L) NO. 1 OF 2019

WITH

INTERIM APPLICATION (L) NO. 9874 OF 2022

IN

APPEAL (L) NO. 9871 OF 2022

ASHWINI
HULGOJI
GAJAKOSH

Cyrus Rohinton Shroff

...Appellant

Versus

Anahita Cyrus Shroff

...Respondent

Digitally signed
by ASHWINI
HULGOJI
GAJAKOSH

Date: 2022.04.12
18:19:19 +0530

Ms FD Contractor, for the Petitioner.

**Ms Kashmira S Bharucha, with Asmita Dsouza, i/b Prasad
Gajbhiye, for Respondent.**

**CORAM G.S. Patel &
Madhav J. Jamdar, JJ.**

DATED: 11th April 2022

PC:-

1. Ms Contractor has instructions from the Appellant to say that the Appellant is willing to pay an amount of Rs. 10 lakhs in full and final settlement of the Respondent-wife's claim for alimony and maintenance. An amount of Rs. 5 lakhs is paid today by cheque No. 000137 dated 10th April 2022 drawn on HDFC Bank in favour of Respondent. Ms Bharucha for the Respondent accepts the cheque.

2. Ms Bharucha also tenders an Affidavit dated 11th April 2022 of the Respondent in which the Respondent confirms that she is agreeable to the proposed settlement and to accept the amount of Rs. 10 lakhs in full and final settlement of all her claims for alimony and maintenance. She confirms that she will not make any further claim for residential property and that she will not claim any right, title and interest in the movable or immovable property of the Appellant. She confirms in paragraph 5 to having received the cheque of Rs. 5 lakhs.

3. Ms Contractor states that the Appellant will require a little accommodation to pay the balance amount of Rs. 5 lakhs. She says on instructions that he will do so on or before 30th July 2022. we accept the statement as an undertaking to the Court.

4. Since the Appellant is presently in jail because he was sentenced for having committed contempt of Court, we dispense with his personal presence in Court before us today and proceed on

a statement conveyed by Ms Contractor as to the date for payment for the balance amount of Rs. 5 lakhs.

5. We make it clear that if there is any dishonour of that commitment, or if the present cheque for Rs 5 lakhs is dishonoured, the Appellant will forthwith be taken into custody and be required to serve out the remainder of the sentence imposed on him. In addition, there will be against him a case of aggravated contempt in the event of any such dishonour or default.

6. In view of these undertakings, which we accept as undertakings to the Court, the Appellant may be released from custody. The Police Authorities will act on production of an authenticated or digitally signed copy of this order.

7. Ms Bharucha and Ms Contractor agree that upon the Appellant complying with all his undertakings, the parties will seek a divorce by mutual consent under Section 32-B of the Parsi Marriage and Divorce Act 1936. Obviously, that Petition will be presented only after the full amount has already been paid.

8. Both Appeals are disposed of with liberty to the Respondent to apply, as aforesaid.

(Madhav J. Jamdar, J)

(G. S. Patel, J)