

Prajakta Vartak

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

PARSI SUIT NO. 1 OF 2022

Neville Sam Deboo ..Plaintiff No.1
And
Hilda Neville Deboo ..Plaintiff No.2

Ms. Firoza Daruwala for Plaintiff No.1.
Ms. Nerissa Almeida i/b. Mrs. Armaity Khushrushahi for Plaintiff No.2.

CORAM : G.S. KULKARNI, J.
DATE : APRIL 19, 2022.

PC.:

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 30 December, 1995 as per Parsi Zoroastrian rites and ceremonies at Albless Baug, Charni Road, Mumbai. A Marriage Certificate dated 15 January, 1996, original of which is also produced before the Court, registering the plaintiffs’ marriage was issued by the Registrar of Parsi Marriages, High Court, Bombay. A copy of the Marriage Certificate is annexed to the suit at Exhibit “A”. From the said marriage, the plaintiffs have a daughter named Mehrzeen who is stated to be 20 years of age. It is the case of the plaintiffs that after

marriage, the plaintiffs had cohabited and resided in Dubai as both the plaintiffs were working for gain in Dubai.

3. The plaintiffs state that after a few years of marriage, there were irreconcilable differences which had arisen between the plaintiffs and due to their incompatibility, the plaintiffs found it difficult to stay together as husband and wife.

4. In paragraph 5 of the plaint, it has been stated that there has been no cohabitation between the plaintiffs as husband and wife and they are living separately since September, 2019. The plaintiffs state that despite innumerable efforts as made by them as well as their family members and friends to resolve the marital disputes and differences, the same could not succeed and accordingly, the plaintiffs mutually decided to put an end to the marriage and part ways forever.

5. In the aforesaid circumstances, the present suit for a decree of divorce by mutual consent has been filed.

6. There are consent terms entered between the plaintiffs which are annexed at Exhibit "B". The consent terms are signed by both the plaintiffs. They are also signed by the advocates for the plaintiffs. The parties have accepted the arrangement as set out in the consent terms to be full and final settlement between them. The wife/plaintiff no.1 is present in the Court and states that she has received an amount as

agreed between the parties in paragraph 1 of the Consent Terms on 11 April, 2022. A Certificate of HDFC Bank, Sion Circle, Sion (E.), Mumbai is also tendered to show the compliance, as also the other part of the Consent Terms has already been acted upon and complied. There is no grievance in regard to the compliance of the consent terms.

7. The plaintiffs have also tendered 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 November, 2021, as also affidavit of plaintiff no.2 is dated 22 December, 2021. 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.

8. I have heard learned counsel for the parties.

9. 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 affidavit of evidence. Thus, there is sufficient material for this Court to exercise jurisdiction under Section 32B of the PMDC Act as the plaintiffs are not in a position to live happily in their marriage. There is no dispute that the plaintiffs' marriage was solemnized under the PMDC Act as seen from the Certificate of Marriage dated 15 January, 1996 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.

10. The consent terms dated 19 December, 2019 as entered between the plaintiffs 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).

11. The Registry to draw a Decree of Divorce by mutual consent and the same be made available to the plaintiffs within a period of four weeks from today. No costs.

[G.S. KULKARNI, J.]