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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

PARSI SUIT NO.16 OF 2024

Faranaz Shahrukh Doctor

...Plaintiff No.1

And

Shahrukh Sam Doctor

...Plaintiff No.2

Mr. Vimlesh Singh, for the Plaintiffs.

Mr. Adil Palsetia, Constituted Attorney of Plaintiff No.1 is present.

Mr. Shahrukh Doctor, Plaintiff No.2 is present.

CORAM : R.I. CHAGLA J.

DATE : 20TH MARCH, 2025.

ORDER :

1. The learned Counsel appearing for the Plaintiffs has sought for permission to carry out amendment in the prayer Clause (a) by substituting the date "*17th December, 2023*" to "**17th December, 2002**".

2. The amendment shall be carried out forthwith. Re-verification is dispensed with.

3. By the Parsi Suit, the Plaintiff No.1 and Plaintiff No.2 have sought decree of divorce by mutual consent under Section 32B of the Parsi Marriage and Divorce Act, 1936 dissolving the marriage solemnized between the Plaintiffs on 17th December, 2002 at Bejan Baugh, Bunder Road, Valsad (Gujarat) which was then registered before the Registrar of Parsi Marriages, High Court, Bombay on 1st January, 2003.

4. The Plaintiffs have submitted that their marriage was solemnized on 17th December, 2002. The Plaintiffs have further stated that after their marriage, for over 22 years, several differences arose between them, which led to frequent disputes and quarrels between them and which have been referred to in paragraph 7 of the Plaint.

5. The Plaintiffs have stated in paragraph 8 of the Plaint that, several attempts were made by the Plaintiffs to reconcile their differences to enable them to live together peacefully and amicably. However, the Plaintiffs have realized that all attempts made to live together met with failure. The Plaintiffs have concluded that their marriage has broken down irretrievably with no possibility of

reconciliation of their marriage nor resumption of normal martial relationship in future.

6. The Plaintiffs have stated that they have not been able to resume cohabitation since 31st May, 2019. Accordingly, it is in their mutual interest to dissolve their marriage and obtain a decree of divorce by mutual consent.

7. The Plaintiffs have further stated that they have settled all claims against each other mutually and amicably prior to the filing of the present Suit and there are no claims against each other whatsoever.

8. The learned Counsel appearing for the Plaintiffs has tendered the Consent Terms entered into between the Plaintiff No.1 and Plaintiff No.2 dated 12th July, 2024. The Consent Terms have been signed by the Constituted Attorney of Plaintiff No.1 and Plaintiff No.2. The Consent Terms are taken on record and marked 'X' for identification.

9. I have considered the averments in the Plaint as well as

the Consent Terms entered into between the Plaintiff No.1 and Plaintiff No.2 in terms of which the decree of divorce by mutual consent under Section 32B of the Parsi Marriage and Divorce Act, 1936 has been sought.

10. The Parsi Suit is required to be decreed in terms of prayer Clause (a) to the Plaint which reads thus:-

“Pass an Order and Decree of Divorce by mutual consent under Section 32B of the Parsi Marriage and Divorce Act, 1936 dissolving the marriage solemnized between the Plaintiffs on 17th December, 2002 at Bejan Baug, Bunder Road, Valsad (Gujarat) which was then registered before the Registrar of Parsi Marriages, High Court, Bombay on 1st January, 2003 vide Certificate of Marriage bearing Sr. No.1 / 2003”.

11. The Consent Terms dated 12th July, 2024 shall form part of the decree.

12. The Parsi Suit is accordingly disposed of. There shall be no order as to costs.

[R.I. CHAGLA J.]