

IN THE COURT OF III ADDITIONAL PRINCIPAL FAMILY COURT AT CHENNAI

Tmt. V. Thenmozhe, B.Sc., M.L.,

III Additional Principal Judge

Monday, the 8th day of September 2025

O.S.No. 293 of 2024

A. Farzahnā

Nadeem Baig

-Vs-

...Defendant



This suit came up for final hearing on 02.09.2025 before this court in the presence of the plaintiff and the defendant and upon perusing the plaint, written statement and other connected material papers on record and the evidence adduced by both the plaintiff and defendant, this court delivered the following:-

JUDGMENT

This suit filed under Section 7 Rule 1 of CPC., r/w 7 C of Family Court Act, seeking declaration to declare that the deed of Mubarat dated 24.07.2024 entered between the plaintiff and the defendant is valid and thereby, dissolve the marriage solemnized between the parties on 23.06.2013.

2)The averments contained in the plaint, are as follows:-

The marriage between the plaintiff and the defendant was solemnized on 23.06.2013 at Shirz-Mall. Hotel Imperial- Complex, No.14, Whannel Road, Egmore, Chennai 600 008 before the Salathuddin Mohammed Ayub, Certified Government Chief Kazi as per Muslim rites and customs in the presence of friends and relatives. That the marriage was registered on 19.10.2019 vide Sr. No. 6571/2483/2019 in the office of the Chief Kazi to the Government of Tamil Nadu, Royapettah, Chennai 600 014. Due to matrimonial discord, the plaintiff and the defendant have been residing separately since 15.01.2020. The plaintiff and the defendant have a daughter namely N. Rifat, aged about 9 years, who

V. Thenmozhe
8/9/25

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was born out of the wedlock. Their daughter is currently studying in 4th standard at M Jain School, Chennai. They have mutually agreed on the following with regards to the custody and welfare of their child. The plaintiff will be appointed as the natural guardian of the child and will be given full and permanent custody of their child. The defendant will be given visitation rights to the child on every alternatives Sundays between 10 AM to 6 PM. The defendant will pick up the child from Saidapet Court entrance and drop the child at Saidapet Court entrance. The defendant undertakes to not create any hassle or trouble to the plaintiff during the visitation days of the child. The plaintiff undertakes to take care of all educational requirements and maintenance of their child. The parties have made several efforts for reconciliation to continue the present marriage, and it has not been fruitful. In the interest of both parties and for the well-being of their minor daughter; with a mutual intent to avoid further suffering and passage of time, the parties have mutually agreed to dissolve their marriage and have entered into a Mubarat Deed dated 24.07.2024. Upon mutual agreement between the parties, the plaintiff and the defendant waive all rights towards claim on properties and assets belonging to the parties and their families. Upon mutual agreement between the parties, plaintiff and the defendant relinquish all their rights for maintenance and permanent alimony between them. That the parties also waive their rights to claim maintenance and alimony against each other past, present and future upon mutual agreement. The plaintiff and the defendant have exchanged all articles there are no articles pending to be exchanged between each other. Hence the suit.

3) The averments contained in the written statement, are as follows:-

The defendant has denied all the allegation made in the petition by the plaintiff except those are specifically admitted herein and put the plaintiff to


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strict proof of each thereof. Since the defendant father and mother are very old and the 2nd petitioner's parents want to live with their daughter-in-law and grandchildren, the defendant wants his child and his mother to live with the plaintiff to fulfill his father's last wishes. The defendant did not purchase any jewellery from the plaintiff. Moreover, whenever the plaintiff comes to the court, she brings the defendant's jewellery to the court and does not give it to the 2nd petitioner, but the 1st petitioner takes it back again. Despite multiple attempts to contact the plaintiff's lawyer, there has been no response. The defendant has made continuous efforts to reach out for clarity on various matters, but the lawyer has been completely unresponsive, causing unnecessary delays. Before entering into the mutual consent divorce agreement, it was initially agreed that all the jewellery, approximately 30 sovereigns, would be returned. However, at a later stage, the plaintiff and her family requested to retain the child's jewellery, to which the defendant agreed in good faith. Now, despite this understanding, they have failed to return even plaintiff jewellery, completely disregarding the original commitment. Despite repeated follow-ups neither the plaintiff nor her lawyer has provided any response, leading to unnecessary distress and further complicating the matter. During discussions before finalizing the mutual divorce agreement, both parties had agreed that the defendant would have visitation rights to meet the child every Sunday. However, this crucial agreement was not included in the final divorce document. The defendant has repeatedly tried to raise this concern, yet there has been no response from the plaintiff or her lawyer, further causing emotional distress and unjustly restricting his rights as a Father. Hence the suit is liable to be dismissed.

4) Issues:-

i) Whether the plaintiff is entitled for the relief of declaration of Mubaraat Nama dated 24.07.2024 as Valid?

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Whether the plaintiff is entitled for the relief of dissolution of marriage between them held on 23.06.2013 based on the Mubaraat Nama?

What other relief?

5) Issue Nos. (i) and (ii):-

The plaintiff has examined herself as PW1 and through her Ex.A1 to A6 were marked. The Original Marriage Invitation marked as Ex.A1. The Marriage Photograph is marked as Ex.A2. The original Marriage Certificate is marked as Ex.A3. Through the above said documents the marriage between the plaintiff and the defendant has been proved before this Court.

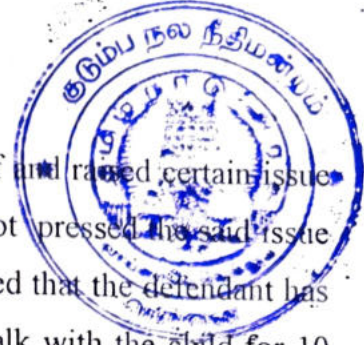
6) The defendant has not examined any witnesses on his side. He has admitted the Mubaraat Nama produced by the plaintiff.

7) The plaintiff has stated in her evidence that the plaintiff and the defendant have entered into Mubaraat Agreement on 24.07.2024 as they had misunderstanding and differences of opinion. She has stated that they are living separately from 15.01.2020. Perusal of the Ex.A6, Deed of Mubaraat would further show that both the parties have decided mutually to untie the marriage on the ground of differences of opinion. They have stated that they have settled all their claims, counter claims, etc. The plaintiff has stated that as per Mubaraat agreement the plaintiff shall be the natural guardian of the minor daughter N. Rifat and will be given full and permanent custody of the child. They have further stated that the defendant will be having visitation rights to the child only on every alternative Sunday between 10.00 AM to 6 PM and the defendant will pickup the child from Saidapet Court entrance and drop the child at the same place. They have stated that the plaintiff undertakes to take care all the educational requirements and maintenance of the minor child. They have further stated that they have no claim whatsoever between them.

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8) The defendant has cross examined the plaintiff and raised certain issues with respect to return of jewels but the defendant has not pressed the said issue at the time of arguments. Though the plaintiff has stated that the defendant has stated orally during Mubaraat agreement that he will talk with the child for 10 minutes and if the child agrees to come with him, he will take the child for visitation rights. But there is no such clause in the Mubaraat Agreement. When the plaintiff is relying upon the Mubaraat Agreement and seeks for dissolution of marriage on its basis she has to accept the terms of Mubaraat Agreement in all aspects and she cannot deviate from the same.

9) The evidence and pleading of the parties shows that they have settled the issues in its entirety. The personal law of plaintiff and defendant permits them to dissolve the marriage based on Mubaraat Agreement. Hence, this Court is of the considered view that the Mubaraat Deed entered between the parties on 24.07.2024 can be declared as valid and binding on the plaintiff and defendant and therefore, the suit is to be decreed.

10) This court finds no collusion or force or undue influence in filing this suit. There is no legal bar under Muslim Personal Law in granting decree of divorce by mutual consent. There is no illegal terms in the Mubaraat Deed. Hence the suit is to be decreed.

In the result, the suit is decreed declaring that the deed of Mubaraat dated 24.07.2024 entered between the plaintiff and the defendant is valid and the marriage solemnized between the plaintiff and the defendant on 23.06.2013 at Shirz-Mall. Hotel Imperial- Complex, No.14, Whannel Road, Egmore, Chennai 600 008 before the Salathuddin Mohammed Ayub, Certified Government Chief Kazi as per Muslim rites and customs and registered on 19.10.2019 vide Sr. No. 6571/2483/2019 in the office of the Chief Kazi to the Government of

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Tamil Nadu, Royapettah, Chennai 600 014 is dissolved on the basis of Mubaraat
Dated 24.07.2024. No costs.

Typed to my dictation directly by the Steno-typist, and then corrected and
Pronounced by me in open court, this the 08th day of September, 2025.

V. Onuma 8/9/25

III Additional Principal Judge,
III Additional Family Court,
Chennai-600 104.

List of Witness on the side of plaintiff :

PW1 - A. Farzahna

List of Exhibits on the side of plaintiff :

Ex.A1 - Marriage Invitation (original)

Ex.A2 - Marriage Photograph (original)

Ex.A3 - Marriage Certificate (original)

Ex.A4 - Aadhar card of the plaintiff (xerox)

Ex.A5- Aadhar card of the defendant (xerox)

Ex.A6- Mubaraat Agreement dated 24.07.2024 (original)

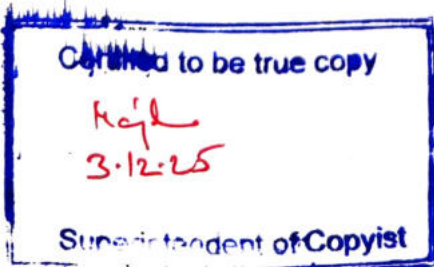
List of Witness on the side of defendant : Nil

List of Exhibit on the side of defendant: Nil

V. Onuma 8/9/25

III Additional Principal Judge,
III Additional Family Court,
Chennai-600 104.

Draft/Fair Judgment in
O.S.No. 293/2024
Date : 08.09.2025
III Addl. Family Court



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FAMILY COURT CHENNAI

C.A. No. 13125/25 20
O/S No. 293/24 20
Application made on 10/11/25 20
Stamps called for on 21/11/25 20
Stamp papers
deposited on 21/11/25 20
Addl. stamp
called for - 20
Addl. stamp papers
deposited on - 20
Copy made Ready on 03/12/25 20
Copy Delivered on 20

R. J. S.
Superintendent.

IN THE COURT OF III ADDITIONAL PRINCIPAL FAMILY COURT

Tmt. V. Thenmozhe, B.Sc., M.L.,

III Additional Principal Judge

Monday, the 8th day of September 2025

O.S.No. 293 of 2024



A Farzalma, D/o. A.Khader Batcha, aged about 32 years, Muslim, residing at No.1, Mosque Lane, Saidapet, S.O. Chennai 600 015.

... Plaintiff

-Vs-

Nadem Baig, S/o. E.Khader Baig, aged about 36 years, Muslim, residing at Bloomingdale Appaswamy Apartments, Block B, Door No.4, 4th Floor, Shankar Nagar, East Main Road, 7th Street, Pammal, Chennai 600 075.

...Defendant

This suit filed under Section 7 Rule 1 of CPC., r/w 7 C of Family Court Act, seeking declaration to declare that the deed of Mubarat dated 24.07.2024 entered between the plaintiff and the defendant is valid and thereby, dissolve the marriage solemnized between the parties on 23.06.2013.

This suit filed on 06.9.2024. Court fee paid Rs.152/-

This suit came up for final hearing on 02.09.2025 before this court in the presence of the plaintiff and the defendant and upon perusing the plaint, written statement and other connected material papers on record and the evidence adduced by both the plaintiff and defendant, this court delivered the following:-

1) that the suit is decreed declaring that the deed of Mubaraat dated 24.07.2024 entered between the plaintiff and the defendant is valid and the marriage solemnized between the plaintiff and the defendant on 23.06.2013 at Shirz-Mall.


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Hotel Imperial- Complex, No.14, Whannel Road, Egmore, Chennai 600 018
 before the Salathuddin Mohammed Ayub, Certified Government Chief Kazi
 per Muslim rites and customs and registered on 19.10.2019 vide
 6571/2483/2019 in the office of the Chief Kazi to the Government of Tamil
 Nadu, Royapettah, Chennai 600 014 is dissolved on the basis of Mubaraat Dated
 24.07.2024.

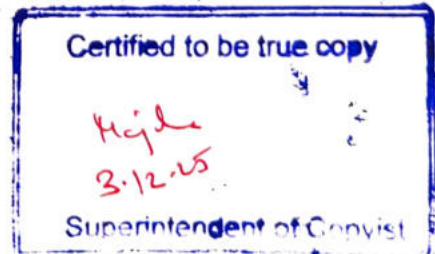
2) that there be no costs.

Given under my hand and the seal of this court this the 08th day of
 September, 2025.

V. Dhanu

III Addl. Principal Judge

Decree in
 O.S.No. 293/2024
 Date : 08.09.2025
 III Addl. Family Court



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FAMILY COURT OFFICIAL

C.A. No. 13125/25 20
OP^s No. 293/24 20
Application made on 10/11/25 20
Stamps called for on 21/11/25 20
Stamp papers
deposited on 21/11/25 20
Addl. stamps
called for on - 20
Addl. stamp papers
deposited on - 20
Copy made Ready on 03/12/25 20
Copy Delivered on - 20

M. J. L.
Superintendent.