

**Scheme for the Election of Trustees of
the Funds and Immoveable Properties
of the Parsee Punchayet of Bombay**

ESTD. 1681

Scheme for the Election of Trustees of the Funds and Immoveable Properties of the Parsee Punchayet of Bombay.

(Originally Sanctioned by the High court of Bombay in Suit No. 689 of 1906 on 18.6.1910, and amended by its orders of 27.7.1931, 7.2.1935 and 2.4.1970).

(As sanctioned by Mrs. Justice Manohar and Mr. Justice Saraf by the order dated 17th December, 1991 in Appeal No. 1137 of 1987 from order in Miscellaneous Petition 137 of 1985).

Further amended by its orders dated 16.6.1992, 23.10.1992, 6.1.1993, 1.4.2005, 21.8.2006 and 5.4.2007 respectively.

Further amended by Mr. Justice S. J. Kathawalla and Mr. Justice Milind N. Jadhav by the order dated : 01.03.2022.

**SCHEME FOR THE ELECTION OF TRUSTEES OF THE FUNDS AND IMMOVEABLE
PROPERTIES OF THE PARSEE PUNCHAYET OF BOMBAY**

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1. **DEFINITIONS**

- 1.1 **“Business Day”** means a day on which banks are open for business in Mumbai.
- 1.2 **“Code of Conduct”** means the code of conduct mandatorily applicable to every Election, annexed hereto as **Annexure ‘A’**.
- 1.3 **“Deposit”** means election security deposit of Rs. 20,000/- (Rupees Twenty Thousand Only) to be deposited by a candidate for an Election.
- 1.4 **“Donor Register”** will have the meaning attributed to it in Clause 3.
- 1.5 **“Donor Voter”** means a person whose name is listed in the Donor Register, at least 60 days prior to the date of an Election.
- 1.6 **“Election Commissioners”** means the Chief Election Commissioner and the Assistant Election Commissioners appointed for each Election by the Judge in Chambers of the Bombay High Court as per Clause 8.1.
- 1.7 **“Effective Date”** means the date on which this Scheme is sanctioned by the Bombay High Court.
- 1.8 **“Election”** means election of a Trustee.
- 1.9 **“EVM”** means an VVPAT electronic voting machine.
- 1.10 **“General Register”** will have the meaning attributed to it in Clause 2.
- 1.11 **“Parsi”**, for the purpose of this Scheme, means:
- (i) a Parsi descended from the original Persian emigrants and born of both Zoroastrian parents, professing the Zoroastrian-religion;
 - (ii) an Irani from Iran, professing the Zoroastrian religion, coming to India either temporarily or permanently;
 - (iii) a child of Parsi father and non-Parsi mother, duly admitted to the Zoroastrian religion.
- 1.12 **“Parsi Media”** means:-
- (i) Parsiana;

- (ii) Jame Jamshed;
- (iii) The Parsi Times;
- (iv) The Mumbai Samachar;

and/or other such Parsi Publication that may be available at the time.

1.13 **“Scheduled Bank”** will have the same meaning as is provided in the Banking Regulation Act, 1949.

1.14 **“Secretary”** or **“Secretaries”** or **“Senior Executive”** means any of the Chief Executive, Chief Accountant, Deputy Chief Executive, the Senior Executive or the Deputy Executive or such other officer as may from time to time be designated in writing for the purposes of the Scheme by the Trustees.

1.15 **“Term”** means a period of five (5) years from the date on which a Trustee assumes office (it is clarified that any time lost between the date on which the Trustee is declared elected by the EC and the date on which he assumes office due to any reason whatsoever including any court order will **not** be excluded in computing such period of five (5) years).

1.16 **“Term Limit”**, subject to Clause 14.5, means any two Terms, with or without hiatus, that is to say, no Parsi can be a Trustee for more than an aggregate period of ten years, during his lifetime.

Provided however, notwithstanding anything contained herein, every Parsi who was elected as a Trustee for the first time after 5.4.2007 but before 31.10.2015, shall be entitled to one further Term of five (5) years, irrespective of the period he / she has already been a Trustee.

1.17 **“Trust”** means the *‘Funds and Immoveable Properties of the Parsee Punchayet of Bombay’*, a registered public charitable trust.

1.18 **“Trustee”** means a single Trustee or collectively all the Trustees as the context requires.

1.19 **“Trust Laws”** means

- (a) The Indian Trusts Act, 1882;
- (b) The Maharashtra Public Trusts Act, 1950,

- (c) the provisions relating to public trusts contained in the Income Tax Act, 1961; and
- (d) Exchange Control regulations including the Foreign Contribution Regulation Act, including rules, regulations and notifications made under each of these legislations.

1.20 **“Voter”** means a person of the age of 18 and above, whose name is listed in the General Register or Donor Register at least 60 days prior to the date of an Election or any shorter period of time that the Judge in Chambers of the Bombay High Court may direct upon an application being made by the Trustees.

2. GENERAL REGISTER

2.1 The Trustees will maintain a “General Register”. The General Register will comprise of:

- (a) All Parsis whose names are listed in the General Register as on the Effective Date.
- (b) Any Parsi, whose name does not appear on the General Register, and who applies to the Trustees in such form as may be prescribed by the Trustees (which form shall require a declaration that the applicant is a Parsi within the meaning of that expression in Clause 1(11) of this Scheme) for having his name placed on the General Register and pays the prescribed registration fee of Rs. 10/- or as may be amended by the Trustees from time to time.

Provided further that if an Order of a Court of competent jurisdiction stipulates a date by which applications for updating the General Register are to be made prior to the conduct of any election then no application by any Parsi for having his / her name included in the General Register will be entertained after the date so stipulated and until the results of the immediate next election are declared.

2.2 A person whose name is listed in the General Register will be entitled to exercise one (1) vote at an Election.

3. DONOR REGISTER

3.1 The Trustees will maintain a 'Donor Register'. The Donor Register will comprise of:

- (a) All Parsis whose names are listed in the Donor Register as on the Effective Date;
- (b) Any Parsi who, after the Effective Date, at one time personally donates Rs. 10,00,000/- (Rupees Ten Lakhs Only) or more, as a voluntary donation (and not a donation made as consideration for or quid pro quo in relation to any benefit received from the Trust), and such donor applies, not later than 180 days from the date of acceptance of such donation (time being of the essence) to the Trustees to have his name placed on the Donor Register.

3.2 A Donor Voter will have one (1) vote which is to be counted as two (2) votes at every Election.

4. REGISTERS

4.1 It is expressly clarified for the removal of doubt, that no Parsi shall be entitled to have his / her name entered both on the General Register and the Donor Register at the same time.

4.2 When any day or days shall be fixed for an Election, the Trustees shall cause to be prepared a list of persons entitled to vote at such Election. This list will be of persons whose names appear on the General Register or the Donor Register 60 days immediately preceding the date fixed for such Election. Such list will be prepared and published on the website of the Trust at least 30 days prior to the scheduled date of elections.

Provided that where an application is made by the Trustees to the Judge in Chambers for prescribing a shorter period of time for which a Voter's name is required to be on the General Register or Donor Register, the list of voters shall be prepared on the basis of the order or direction of the Judge in Chambers sanctioning such shorter period of time for qualifying as a Voter.

4.3 Any inadvertent error in the lists shall not affect the validity of any Election.

5. CERTIFICATE OF MEMBERSHIP OF THE GENERAL REGISTER AND THE DONOR REGISTER

- 5.1 Any Parsi, who is listed in the General Register or the Donor Register, will be issued a certificate of such listing, by the Trust (**'Certificate'**).
- 5.2 If any Certificate be lost or accidentally destroyed, the person to whom such certificate was issued shall, on making a written application supported by an Affidavit (in the format prescribed in **Annexure-B** to this Scheme) to be submitted to the Trustees that such certificate has been lost or accidentally destroyed and on payment of a fee of Rs 10/- (or such other amount as the Trustees may from time to time determine) be entitled to have a fresh certificate issued to him or her by the Trust in the place of the certificate which is lost or destroyed. Such fresh certificate shall bear a legend to the effect that it is issued in lieu of the old certificate and shall be furnished, as far as possible, within two (2) working days after the receipt of the application accompanied by an affirmation of loss in the form prescribed to this Scheme as Annexure B to this Scheme. No duplicate certificate will be issued during the period commencing 7 days prior to the date of an Election and until the date of completion of such Election.
- 5.3 With effect from the Effective Date, the Certificate will contain a photo and particulars of, the name of the Parsi to whom the Certificate is issued, his occupation and address and shall (i) specify the Register in which the listing has been made, (ii) the date of listing and (iii) will be signed by the Secretary. It is clarified that all certificates validly issued under the provisions of or during the subsistence of any Scheme prior to the Effective Date will continue to remain valid.
- 5.4 The Certificate will provide a space for signature of the Parsi to whom it is issued and no such Certificate will be valid or be taken cognizance of unless the same bears such signature in the space so provided, and provided such signature has been affixed and dated in the presence of the duly authorized staff of the Trust or a Notary Public or Special Executive Officer.
- 5.5 If any Parsi whose name appears on the General Register or the Donor Register ceases to be a Parsi, he / she will be obliged to forthwith inform the Trustees in writing. Upon receipt of such intimation the Trustees will cause his / her name to be struck off from the Register. In case the

Trustees should suo moto initiate the process of striking off the name of any person from the General or Donor Register, the same shall be only after issuing to such person a notice in that behalf and considering the reply, if any, that such person may file, within 30 days of the receipt of such notice. The Trustees will give a reasoned decision, after complying with the principles of natural justice. The decision of the Trustees if adverse to such person shall not be given effect to for a period of four (4) weeks so as to enable such person to assail the same in accordance with law.

- 5.6 Any member of the community may inform the Secretary of any objection as regards duplicate entries in the General Register or Donor Register, including on account of the same person holding more than one (1) certificate, or any other inconsistency in the voters' register and the Secretary shall forthwith place such objection before the Trustees.
- 5.7 The Trustees shall endeavour to decide any such objection within a period of 14 days from the date of such objection being registered with the Secretary. The Trustees shall decide any such objection in compliance with the principles of natural justice after giving due notice to the person against whom such objection is made and upon hearing the person making such objection also. The decision of the Trustees, if adverse to the person against whom such objection has been made, shall not be given effect to for a period of four (4) weeks so as to enable such person to assail the same in accordance with law. It is clarified that no decision shall be taken by the Trustees when the General Register is, under the provisions of this Scheme or Orders of any competent Court, not capable of being updated / added to.
- 5.8 The Secretary will forthwith cause to be deleted the name of any Parsi, from the General Register or the Donor Register on his or her demise.
- 5.9 At least twenty-one (21) days before an Election, the Secretary will notify, by a public advertisement in the Parsi Media, the names of persons that have been deleted from the General Register or Donor Register on account of their demise after the preceding Election.
- 5.10 Any inadvertent failure to so delete the name as above shall not be a ground to challenge the Election.
- 5.11 The General Register and Donor Register shall be regularly and diligently updated and published on the website of the Trust. Every Parsi shall be

entitled to apply for, and obtain, from the Secretary, a copy of the General Register and/or the Donor Register, upon payment of the prescribed fees, in an electronic form.

6. ELIGIBILITY FOR CANDIDATURE AT AN ELECTION OF TRUSTEES

6.1 Any Parsi desirous of contesting elections for the office of Trustee must satisfy each of the following eligibility criteria:-

- (a) he / she must be a citizen of India
- (b) he / she has completed 30 years of age on the date on which the public advertisement of the Election is first published in the Parsi Media;
- (c) he / she has not been held to be 'not fit and proper' by any regulator or Court in India and/or disqualified under any of the Trust Laws to be a trustee of a public charitable or religious trust;
- (d) he / she is competent to contract within the meaning of the Indian Contract Act, 1872;
- (e) he / she is not a non-resident within the meaning of the Indian Exchange Control laws and regulations;
- (f) he / she has not committed, at any time, any act of insolvency under any applicable insolvency or bankruptcy law;
- (i) he has not been convicted by a Court of law anywhere in the world and sentenced to imprisonment of not less than six months (suspended or otherwise);
- (ii) his candidature has been proposed by a Voter / Donor Voter, and seconded by another Voter / Donor Voter, in the prescribed form. There shall not be multiple proposers / seconders.

7. NUMBER OF TRUSTEES AND THEIR TERM

7.1 The number of Trustees of the Trust will be seven (7).

7.2 A Trustee will occupy office for the Term, subject however to the Term Limit. It is clarified that as provided in Clause 14.6 below, the Term Limit will not apply to a Trustee elected to fill in a mid-term vacancy, which vacancy is for not more than a period of twelve (12) months. Such

Trustee would be entitled to serve for an aggregate period of ten (10) years in addition to the period mentioned herein.

8. ELECTION COMMISSIONERS

- 8.1 The Judge in Chambers of the Bombay High Court shall, on an application being made by the Trustees, appoint one (1) Chief Election Commissioner and five (5) Assistant Election Commissioners to serve as Election Commissioners for a proposed Election.
- 8.2 Such application by the Trustees shall be made at least four (4) weeks prior to the issuance of a public advertisement in the Parsi Media in terms of Clause 9.2. In the event of an Election which is required to be held to fill a mid-term vacancy, such application by the Trustees shall be made no later than fourteen (14) days from the date on which such vacancy arises.
- 8.3 The Election Commissioners so appointed shall continue to act as such from the time of their appointment upto six (6) months from the date of declaration of Election results.
- 8.4 In making such appointment, the Judge in Chambers shall have due regard to the recommendations of persons to be so appointed as made by the Trustees. Further, the persons to be so appointed shall preferably be Parsis or persons who have agreed to act as Commissioners without payment of remuneration i.e. pro bono or gratis.
- 8.5 Every Election Commissioner must satisfy the eligibility criteria for a candidate for the Election as specified in Clause 6, to the extent applicable.
- 8.6 Every Election Commissioner will, on his or her appointment, forthwith submit a disclosure that he is not related to any Trustee or family member of a Trustee and does not have any ongoing financial or business relationship with any Trustee. In addition to the eligibility criteria applicable under Clause 6, a person will only be eligible to act as an Election Commissioner if:
- (a) No member of his or her immediate family contests the Election;
 - (b) He / she is not offering services to the Trust for consideration;

- (c) He / she does not have any financial or business relationship with any Trustee or person contesting the Election.
- 8.7 An Election Commissioner shall be duty bound to disclose any conflict of interest that may occur after his / her appointment and particularly where the Election Commissioner or his / her family member is related to or has any financial / business relationship with a candidate contesting Elections whose candidature becomes known after the appointment of the Election Commissioner.
- 8.8 If, for any reason, an Election Commissioner is unable to or disqualified from continuing to act as such, the Trustees shall forthwith apply to the Judge in Chambers for appointment of a substitute in his / her place.
- 8.9 It is clarified that as long as there is Chief Election Commissioner assisted by two (2) Assistant Election Commissioners at any point of time, the electoral process and the Elections shall not be suspended only because an application is to be made or made but not yet decided in terms of Clause 8.8 above.
- 8.10 If the Chief Election Commissioner is unable to act as such for any reason whatsoever on the date of the Election, then the senior-most in age of the appointed Assistant Election Commissioners will act as Chief Election Commissioner. In such event the Trustees must apply immediately to the Judge in Chambers for appointment of a Chief Election Commissioner including for appointment of any of the appointed Assistant Election Commissioners as the Chief Election Commissioner.
- 8.11 The Trustees will notify the names and necessary details of the Election Commissioners in the Parsi Media and place their details on the website of the Trust.
- 8.12 There shall be no remuneration payable to the Election Commissioners. The Election Commissioners will, however, be entitled to be reimbursed out-of-pocket costs and expenditure incurred by it from the Trust, supported by vouchers.
- 8.13 The role of the Election Commissioners will be limited to supervision and overseeing the electoral process and Elections and they shall endeavour to ensure that the elections are conducted in a transparent, free and fair manner in all respects.

- 8.14 Complaints shall be made in writing by any person whose name appears in the General Register or Donor Register and for the avoidance of doubt it is clarified that complaints may also be made by candidates or Trustees. All complaints must be made at the earliest possible time.
- 8.15 All complaints relating to the Election arising from an alleged breach of this Scheme or the Code of Conduct, will be decided by the Chief Election Commissioner. Subject to compliance with the principles of natural justice as stated below, the Chief Election Commissioner shall decide such complaints at the earliest and as far as possible, within fourteen (14) days. Such decision will be binding on the candidates, Trustees and the Trust staff, all of whom will comply without demur or reservation, with the directions issued by the Chief Election Commissioner subject only to their right of challenge before a Court of competent jurisdiction.
- 8.16 All decision-making powers shall be exercised by the Chief Election Commissioner in consultation with the Assistant Election Commissioners.
- 8.17 The Chief Election Commissioner shall follow principles of natural justice while adjudicating any such complaint received by it, including issuing a Show Cause Notice, opportunity to file a reply and granting a hearing. On hearing any complaint, the Chief Election Commissioner shall endeavour to pass a reasoned decision in writing within a period of 14 (fourteen) days from the receipt of the said complaint. The candidate shall not be entitled to be represented through an Advocate.
- 8.18 If the Chief Election Commissioner finds that any candidate has acted in breach of this Scheme or the Code of Conduct, then, having regard to the nature of the breach so alleged, the Chief Election Commissioner shall be empowered to but not bound to declare the election of such candidate as being invalid. Such decision of the Chief Election Commissioner may be rendered notwithstanding that the election results may have otherwise been declared within fourteen (14) days of the elections as stipulated in Clause 9.13. In the event that the Chief Election Commissioner decides to invalidate the election of a candidate, the candidate with the next highest number of votes shall be deemed to be elected. Any decision by the Chief Election Commissioner shall not be acted upon for a period of 4 (four) weeks so as to enable any person adversely affected by such decision to challenge the same before a Court of competent jurisdiction.

9. ELECTION PROCESS

- 9.1 An Election will ordinarily be held on a Sunday.
- 9.2 Every election of a Trustee under this Scheme whether upon expiry of the Term or by reason of a mid-term vacancy or otherwise will be preceded by the issuance of a public advertisement in the Parsi Media as more particularly set out below. The elections will be scheduled at least two (2) Sundays prior to the expiry of the term of the Trustees.
- 9.3 The public advertisement will, *inter alia*, mention:-
- (a) The number of vacancies to be filled up;
 - (b) The details of how such vacancy has arisen;
 - (c) That candidature forms are available on the official website of the Trust and at the office of the Trust during working hours;
 - (d) The last date for submission of candidature forms and which last date shall in no circumstance be less than fifteen (15) days from the date of issuance of the public advertisement;
 - (e) The venues of the Election along with timings when voting will commence and end;
 - (f) The date of the Election and the tentative time for declaration of the results of the Election.
- 9.4 Unless it is not possible to hold elections at any of the venues specified below, the venues of the elections shall be:
- (a) Cusrow Baug
 - (b) Kharegat Colony
 - (c) Rustom Baug
 - (d) Dadar Parsi Colony
 - (e) Bharucha Baug
- 9.5 All persons desirous of contesting elections to the office of Trustee shall submit their candidature form to the office of the Trust not later than the time prescribed in the public advertisement.

- 9.6 The candidature form will mandatorily require the following details to be provided by the candidate:
- (a) Name, address, and signature of the candidate;
 - (b) The names and signatures of the proposer and seconder of such candidate;
 - (c) Biodata of the candidate;
 - (d) Any pending disputes with the Trust (which, it is clarified, is not a circumstance of ineligibility or disqualification from contesting elections)
- 9.7 If the number of eligible candidates who have submitted candidature forms does not exceed the number of vacancies of Trustees to be elected, the Chief Election Commissioner will declare such candidate(s) to be elected unopposed and publish the result of the election in the Parsi Media;
- 9.8 A candidate may withdraw his candidature by delivering to the office of the Trust a notice in writing, signed by him not less than twenty-one (21) days before the date fixed for the Election. Such candidate will be refunded 50% of the Deposit.
- 9.9 The Trustees shall, as directed by the Election Commissioner/s, publish the final list of all candidates duly proposed and seconded for the Election, together with the names of their proposers and seconders in the Parsi Media not less than fourteen (14) days before the date appointed for the Election. Provided however that if more than one form is received from any candidate the details to be published shall be as per the last form received from such candidate.
- 9.10 Every person casting their vote at an Election will present his / her Certificate for endorsement at the time of voting along with a government issued photo ID for verification purposes. The Election Commissioner or his deputed officer / representative / staff of the Trust functioning under the supervision of the Commissioner shall endorse upon the certificate:
- (i) The date of the Election; and
 - (ii) The approximate time at which the vote is cast

and cause the Voter to place his or her signature, or if he or she is unable to write, affix his / her thumb impression against the endorsement made as aforesaid.

- 9.11 The casting of all votes shall be by secret ballot through the use of EVMs. Provided however that in the event of changed circumstances, the Trustees may unanimously agree that the casting of votes be done by paper ballot instead of EVMs for a particular Election. All necessary safeguards will be put in place by the Election Commissioners for ensuring the sanctity of secret ballot and safekeeping of the paper ballots.
- 9.12 The Chief Election Commissioner shall, on inviting quotations in this regard from reputed service providers, appoint (i) a nationally reputed company to independently monitor the Election Process, both before and after the Election, including validation of the Election process (**‘Validating Agency’**); (ii) EVM Vendor and servicing agency (**‘Service Provider’**) (iii) Software Professional to run the Election programme (**‘Software Providers’**): and determine the charges payable to them.
- 9.13 Candidates may remain present at a place designated for them at the time of demonstration of the EVMs. The counting of all votes cast shall be undertaken immediately after the Election and shall be completed on the same date. The result of the Election will also be declared on the same day. Provided, however, that no such declaration will be considered invalid if the process of counting is completed after midnight of that day. The votes from each voting centre will be counted at that respective centre by an Election Commissioner. A candidate including his authorised representatives are entitled to remain present at the time of counting of votes. If the candidate or the authorised representatives cannot or choose not to remain present, that will not be a reason for delaying the counting of votes. Upon counting of the votes as above, the Chief Election Commissioner will declare the result of the Election on the same day.
- 9.14 In the event of a tie between two or more candidates, the elected candidate will be determined by a draw of lots held by the Chief Election Commissioner on the same day. Before holding such draw of lots, the Chief Election Commissioner or any of the Assistant Election Commissioners shall give notice to the concerned candidates by any means of communication indicating where the draw of lots will take

place and the tentative time for the same so as to enable the concerned candidates or his / her authorised representative to remain present. It is clarified that if the candidate or his authorized representatives should choose to not remain present at the draw of lots despite being informed, the draw of lots will proceed so that the elected candidate may be declared by the Chief Election Commissioner. In the discretion of the Chief Election Commissioner the drawing of lots may be videographed on any electronic device under his control.

- 9.15 The Chief Election Commissioner will ensure that CCTV cameras are installed and functional at each polling station (except the polling booths) at the venues indicated above on the day of the Election and till the Election is declared.
- 9.16 For the avoidance of doubt it is clarified that no Election shall be challenged only on the ground that the candidate in question or his/her representatives were unable to remain present at the time of counting of votes.
- 9.17 Any candidate that fails to secure 5% of the valid votes cast at such election shall have his Deposit forfeited.
- 9.18 The Chief Election Commissioner shall publish the results of the Election in the Parsi Media as soon as possible but not later than 14 days from the date of the Election.

10. REGISTRATION FUND

- 10.1 The existing account named Registration Fund shall be maintained by the Trust.
- 10.2 All registration fees and contributions to the Registration Fund shall be credited in the Registration Fund account.
- 10.3 All expenses for and incidental to the maintenance of the General Register, Donor Register, and all expenses incurred by the Trust for the purpose of holding elections, and all expenses of the Trustees of and incidental to the process of elections shall be paid out of the Registration Fund.
- 10.4 If the Registration Fund is not sufficient to defray these expenses, the excess shall be paid out of the General Fund of the Trust.

11. ELECTION RELATED STATEMENT OF EXPENSES

- 11.1 The Trustees will maintain a detailed statement of expenses and all supporting documents in respect of every Election held under this Scheme. The expenses for such Election shall be met from the Registration Fund or General Fund, as the case may be.

12. VACATION OF OFFICE BY A TRUSTEE

- 12.1 A Trustee will be deemed to have vacated his office upon the happening of any of the following events:-
- (a) if he / she is absent from India for more than six (6) consecutive months without written leave of absence from the Board of Trustees save and except for legitimate medical treatment out of India for himself / spouse / child / parent or any other grave extenuating circumstances on compassionate grounds.
 - (b) if he / she attends less than one – third of the total Trustee meetings held in a calendar year, unless prevented by a legitimate medical cause for self or immediate family;
 - (c) if he / she is convicted by a Court anywhere in the world and is sentenced to imprisonment for not less than six months (suspended or otherwise);
 - (d) he / she is no longer competent to contract within the meaning of the Indian Contract Act, 1872;
 - (e) if he / she commits any act of insolvency or applies to be adjudged an insolvent;
 - (f) If he / she ceases to be a citizen of India or resident of India within the meaning of the Indian Exchange Control laws;
 - (g) If he no longer fulfils the eligibility for candidature at an Election as per Clause 6 of this Scheme.
- 12.2 The remaining Trustees must clearly indicate in the minutes of meeting the Trustee so deemed to have vacated office the grounds under which the deemed vacating of office has occurred.

- 12.3 If there is any dispute as to whether a Trustee is deemed to have vacated his or her office as Trustee, such Trustee will be entitled to make a representation to the remaining Trustees.
- 12.4 The remaining Trustees must, after hearing from the Trustee so deemed to have vacated and after considering his / her representation in accordance with principles of natural justice, record in writing the reasons for their opinion and communicate the same to the Trustee so deemed to have vacated office.
- 12.5 The decision of the Trustees shall not come into effect for a period of four (4) weeks so as to enable the person adversely affected by such decision to challenge the same in a Court of competent jurisdiction.

13. RESIGNATION OF A TRUSTEE

- 13.1 A Trustee desirous of resigning his / her office will address a email or letter of resignation to the Chairman by any means of recorded delivery. If the Chairman is desirous of resigning his office as Trustee, he will address his / her signed letter or email of resignation to the Secretary. Once a email or letter of resignation has been received, the resigning Trustee cannot withdraw the resignation. Such resignation will become effective when it is duly received at the office of the Trust, or electronically by email to any Secretary of the Trust.
- 13.2 It is clarified, for the removal of doubt, that upon a Parsi ceasing to be a Trustee for any reason, he / she will automatically cease to be a trustee of any other trust (without requiring any letter of resignation from such Trustee), of which he was appointed as a trustee only by virtue of his being a Trustee of the Trust, i.e. an ex officio appointment.

14. PROVISIONS RELATING TO MID-TERM VACANCY

- 14.1 In the event of there being a vacancy in the office of Trustees during the Term of any Trustee, Elections will be held to fill in such vacancy or vacancies as the case may be no later than 90 days from the date on which such vacancy arises.
- 14.2 It is clarified that during the period of such vacancy, the decisions of the Trust will continue to be taken by a simple majority of the Trustees present and voting and, wherever applicable, with the casting vote of the Chairman.

- 14.3 The electoral process as set out above, insofar as is relevant to a mid-term election, shall apply to such Election.
- 14.4 The Trustee who is elected to fill any mid-term vacancy shall hold office for the remainder of the Term of the vacated office.
- 14.5 For the avoidance of any doubt, it is clarified that the Term Limit will apply even to Trustees elected to fill in a mid-term vacancy. In other words, the mid-term election for the remainder of the term will be treated as one (1) full Term of the Trustee so elected for the purpose of determining his / her Term Limit.

Provided however that the Term Limit shall not apply to any candidate elected to fill a vacancy that occurs within twelve (12) months prior to the expiry of the ongoing Term. In other words, such elected candidate who serves as a Trustee only for upto twelve (12) months will be entitled to serve as a Trustee for a further period of ten (10) years (being the Term Limit) as well.

15. CHAIRMAN

- 15.1 The Trustees will designate the Trustee who has served as a Trustee for the longest time cumulatively (whether with or without any hiatus) ('**Senior most**') as the Chairman, who will preside at the meetings of the Trustees. Provided however, if all the Trustees other than the Senior most, expressly resolve not to designate the Senior most as the Chairman, then simultaneously the Trustees will elect by a majority vote (including the vote of the Senior most) one of the Trustees as the Chairman. A Trustee elected as Chairman will continue to be so designated until the expiry of his Term, or if he vacates office earlier. If more than one Trustee has the same seniority in office, then the rest of the trustees shall elect one of the senior-most trustees to be the Chairman for the term.
- 15.2 The Trustees will take all decisions by a simple majority of the Trustees, present and voting. In the event of any equality of votes, the Chairman of the meeting will have a second or casting vote. All decisions will be legally binding upon any dissenting Trustees.
- 15.3 It is expressly clarified, for the removal of doubt, that apart from presiding at meetings of the Trustees or meetings of the beneficiaries of the Trust, preparing the agenda and signing the minutes of such

meetings and exercising a casting vote wherever applicable, the Chairman has no other additional rights or privileges or powers or position or status in relation to the other Trustees. If any difference or dispute arises relating to the minutes of a meeting, the decision of the Chairman will be conclusive, in the absence of any proven *mala fides*.

16. INDEPENDENT EXTERNAL ADVISOR

- 16.1 The Trustees may appoint any reputed and qualified person(s) as an external advisor to the Trustees ('**Advisor**'). The Advisor may be appointed for providing advice and guidance on any issue which is under consideration by the Trust. For such purpose, the Advisor(s) may be invited to participate whenever called upon but not vote at any meeting of the Trustees. By virtue of such advice and participation, the Advisor shall not be deemed to be a Trustee of the Trust. The Advisor shall be bound by the terms of a confidentiality agreement to be entered into by the Trustees and the Advisor. It is clarified that the Trustees shall not be bound by the views of the Advisor and the decision of the Trustees shall be final.

17. GENERAL PROVISIONS

- 17.1 All the properties of the Trust will be deemed to automatically vest in the Trustees for the time being of the Trust without further order and it will not be necessary for the purpose of such vesting to execute any deed of appointment of new Trustees or any deed of transfer or other similar documents and similarly in the event of retirement or resignation or death of any Trustee, it will not be necessary to execute any deed of retirement or transfer or any other similar documents.
- 17.2 The Trust for the time being of the Trust will be entitled to keep their funds/securities by way of deposits in any scheduled Bank or Central or State public financial institution or in bonds/debentures or securities of any public sector corporation or any Central or State government body or any other security deemed to be '**approved investments**' for public charitable trusts under the Trust Laws.
- 17.3 The Trustee will keep all investments/deposit/funds in the names of at least three (3) of Trustees.
- 17.4 All costs of litigation for disputes among and between (inter se) the Trustees shall initially be borne by the Trustees personally and not by the

Trust. However, this is subject to any decision by the Court as to who shall pay the cost and whether such cost should be borne by the Trust itself. This clause shall not apply in the case of a litigation initiated by or against a third party and in which third party litigation, some of the Trustees are supporting such third party. If, however, it is found by the Court hearing or deciding such third party litigation that the third party is a proxy or front for some of the Trustees, the cost of that litigation may be ordered to be borne by those Trustees and not the Trust.

- 17.5 The Trustees will ordinarily, and as far as practicable, hold their meetings physically (unless holding a meeting physically is not possible) at least twice a month for the purpose of transacting the business of the Trust. The Chairman, or in his absence, any Trustee elected by those present from amongst themselves, will preside at such meeting. At every meeting of the Trustee, three (3) Trustees present will form a quorum. In the absence of a quorum, the meeting will stand adjourned. If the quorum requirement is not met for two (2) consecutive meetings, the Trustees may apply to the Judge in Chambers for dispensing with the quorum requirement for the holding of the adjourned meeting.
- 17.6 The discussions held in the meetings, the resolutions passed, and the decisions reached at a meeting of the Trustees will be recorded in a concise manner, in the minutes, which will be maintained by the Secretary. Such meetings will be held at Mumbai, at the office of the Trust or at any other venue as may be decided, on any Business Day.
- 17.7 Notwithstanding anything contained herein, the Trustees and the staff of the Trust shall, at all times comply with the Consent Order dated 10.3.2017 passed by the Bombay High Court in Miscellaneous Petition No. 19 of 2017, as if the same was incorporated herein, and which order is annexed as **Annexure 'C'**.
- 17.8 The Trustees shall not take any major policy decisions with respect to the administration of the Trust between the date on which the election is advertised and the date on which the election is held. Any dispute in this regard may be referred to the Judge in Chambers at the earliest possible opportunity.
- 17.9 In case of any pending disputes declared by a candidate under Clause 9.6(d) of this Scheme and in the event of such candidate being elected as a Trustee of the Trust, such Trustee shall not attend any meeting

where such dispute is proposed to be discussed as per the the agenda of the meeting circulated in this regard. In the event such dispute is taken up for discussion although not being a part of the agenda, the said Trustee shall immediately recuse himself / herself from the meeting till such time as the said disputes are under discussion.

- 17.10 No Trustee shall participate in any meeting, or if already participating, shall immediately recuse himself if he / she has a conflict of interest with respect to the matters under discussion. The conflict of interest may be financial, business, or personal. The duty of disclosing such interest is on the Trustee.
- 17.11 In the event that the Trustees are of the view that a Voter has married a person who does not follow the Zoroastrian faith or has otherwise renounced their Zoroastrian faith, the Trustees may call upon such person to submit an affidavit in a form prescribed by the Trustees that he or she has not renounced the Zoroastrian faith by reason of marriage to a non-Zoroastrian spouse or otherwise, and that he or she continues to profess the Zoroastrian faith.
- 17.12 In the event that any provision of this Scheme is not capable of being adhered to or complied within the timelines set out in this Scheme, the Trustees may apply to the Judge in Chambers to extend such period of time provided that such application shall be made, as far as possible, prior to the expiry of the timeline which is not capable of being adhered to.

18. AMENDMENTS TO THE SCHEME

- 18.1 The Trustees may, at any time, submit to a Judge in Chambers of the Bombay High Court an application for sanctioning amendments and alterations to the Scheme.

Provided that no such application shall be made unless the Trustees shall have given to the Charity Commissioner four (4) clear days' notice in writing of any such application setting forth in full the proposed amendments and alterations to this Scheme for which the sanction of the Court is intended to be sought, and the Charity Commissioner shall be entitled to appear and be heard on any such application.

- 18.2 Upon receipt of a written requisition signed by at least 1000 Parsis whose names appear in the General Register or Donor Register, it will be

incumbent upon the Trustees to submit to a Judge in Chambers of the Bombay High Court the proposal for alterations in or additions to the Scheme, as indicated in such written requisition. The proviso to Clause 18.1 shall equally apply to this provision as well.

- 18.3 If the Trustees fail to submit to a Judge in Chambers of the Bombay High Court any such requisition as required by the last preceding Rule, within 45 days of its receipt, the requisitionists will be at liberty, to submit the same to the Judge in Chambers and all the provisions of the Scheme will apply which would apply to such an application by the Trustees *mutatis mutandis*.
- 18.4 Notice of every such application as above and of the day fixed by the Court for the hearing thereof, will be published by the Trustees in the Parsi Media at least 14 days before the day fixed for the hearing and such notices will contain the salient features of the proposed alterations and additions and such other information which the Bombay High Court directs to be published.
- 18.5 The Trustees will, on application in that behalf made by any Parsi, furnish to such applicant the particulars of the proposed alterations and additions.
- 18.6 Any proposal for any such alteration or addition to the Scheme may, with the permission of the Judge in Chambers who shall hear the application for sanction, be altered or modified in any way and any alteration of or addition to the Scheme shall, when sanctioned by the Judge in Chambers, be incorporated into and form part of the Scheme.
- 18.7 Upon the Judge in Chambers passing the order sanctioning the proposed alterations or any of them, the same will be deemed to have been incorporated in the Scheme.
- 18.8 Whenever any doubt arises as to the construction or interpretation of any provision of this Scheme, it will be competent to the Trustees, and on the written requisition signed by at least 1000 Parsis whose names appear in the General Register or Donor Register, it will be incumbent upon the Trustees to submit such doubt to the Judge in Chambers of the Bombay High Court for his decision as to such construction or interpretation.

- 18.9 Notice of every such application as in the preceding Rule and of the day fixed for the hearing will be published by the Trustees in the Parsi Media at-least 14 days before the day fixed for the hearing, and such notice will state the questions of interpretation submitted to the Judge in Chambers for his decision.
- 18.10 The Trustees will place on the website of the Trust a copy of this Scheme as amended from time to time, and furnish a hard copy thereof to any Parsi desirous of obtaining the same, free of cost.

19. LIBERTY TO APPLY

The Trustees shall have liberty to apply to this Hon'ble Court for an order, direction or clarification in the implementation of this Scheme.

ANNEXURE 'A' – CODE OF CONDUCT

CODE OF CONDUCT FOR ELECTIONS OF THE TRUSTEES OF THE FUNDS AND PROPERTIES OF THE BOMBAY PARSI PUNCHAYET

Words and expressions used in the Code of Conduct will have the same meaning as ascribed to them in the Scheme.

1. The Election Commissioners appointed by the Hon'ble Bombay High Court shall be the final authority on aspects concerning the holding of Elections, subject only to a challenge by an aggrieved person to a Court of Competent jurisdiction.
2. Co-operation should be extended by all concerned to the Election Commissioners to ensure peaceful and orderly holding of elections and voting/poll.
3. Directions, orders and instructions of the Election Commissioners shall be obeyed in all matters relating to the election and electoral process.
4. Each candidate who wishes to contest the elections shall also submit a copy of the Code of Conduct, duly signed by him or her, at the time of filing his / her respective nomination/candidature form.
5. Each contesting candidate shall not be permitted to spend, directly or indirectly, an amount exceeding Rs. 5,00,000/- for his or her entire election campaign. All amounts spent by a candidate for their election campaign must be paid through normal banking channels and a receipt for the same is to be properly preserved by the candidate for verification and accounting purposes.

6. All Parsi Media must adopt a uniform rate of charges for advertisements placed by candidates in that Parsi Media. It is, however, clarified that no Parsi Media is bound to display advertisements of every candidate.
7. Irrespective of whether a candidate pays for advertisement in any Parsi Media, the rate or cost for issuing such advertisement will be deemed to be an election expense incurred by such candidate.
8. If any Parsi Media treats letters of support for a candidate as an 'advertisement' and charges rates applicable to advertisements as such, then such Parsi Media must uniformly apply this policy for letters of support of all candidates.
9. Without prejudice to the generality of powers and functions of the Election Commissioners, any grievance or complaint in regard to advertising in the Parsi Media and the accounting of the same within the prescribed limit of Rs. 5,00,000/- for election campaign expenses shall be determined by the Chief Election Commissioner by following procedure for such adjudication prescribed in the Scheme.
10. No Parsi Media shall publish any defamatory article or letter about any candidate and/or their family member. It is clarified that this Clause shall apply to the publication 'Parsi Junction', 'Pol Khol' and Wapiz page as well.
11. The candidate will maintain, *inter alia*, an account of expenses incurred for publishing / advertising any article in the Parsi Media and will submit the same to the Chief Election Commissioner or any Assistant Election Commissioner so designated by the Chief Election Commissioner, one day

after the date on which the election takes place or any such date thereafter as may be advised by the Election Commissioner.

12. Criticism of other candidates should be restricted only to their policies, programme, past record and work. No ad-hominem allegations or allegations of a personal nature should be made by any candidate, his/her family members or authorized representatives against another candidate or his/her authorized representatives or family members. No unparliamentary or abusive language shall be permitted in print or in speech as part of an election campaign. No aspect of the private life of the candidates or their family members or workers shall be permitted to be criticized. Candidates or their family members or workers shall not be criticized based on unsubstantiated or unverified allegations or on distortions.
13. Demonstrations or picketing before or outside the houses of individuals by way of protesting against their opinion or activities shall not be resorted to.
14. No disturbances shall be created in public meetings or processions organised by other contesting candidates.
15. No inducement, financial or otherwise, shall be offered to the voter. None of the contesting candidates shall offer dinners or food or liquor or refreshments at their campaign meetings or at the time of the voting after filing their nominations. Only water may be provided by the candidate at election meetings.

16. Use of loudspeakers or any other such facilities for any proposed meetings shall be strictly in accordance with municipal regulations pertaining to the use of loudspeakers.
17. None of the Fire Temples of the community or the Towers of Silence or any other place of worship shall be used as places for election propaganda, including speeches, posters, music etc.
18. All forms of campaigning including canvassing must stop the day before notified election day. This prohibition will apply to the entire day before the date of the elections. For the avoidance of doubt it is clarified that the campaigning and canvassing prohibited herein will include campaigning and canvassing through displaying the name and image or likeness of the candidate on any apparel or clothing or on vehicles or displayed in any other form of publicity.
19. Posters issued by other candidates shall not be removed or defaced. However, it shall be the responsibility of all candidates to ensure that within 24 hours of the elections their posters and any other publicity material will be removed from all locations where they were displayed.
20. Without prejudice to generality of the above provisions of the CoC, posters, flags, symbols or any other propaganda material shall not be displayed in the place being used on the day of poll for any purpose.
21. On the election date no candidate will move with any arms or armed guards with or without concealed weapons, etc. within 200 meters of the election booth.

22. On the day of the election, no person who perceives himself to be under a security threat and has therefore employed security guards, armed or otherwise, shall enter the vicinity of a polling station premise (within 200 meters) with security personnel.
23. Except voters, candidates and their authorized representatives (not exceeding two for each candidate per venue), only persons with a specific valid authority letter from the Election Commissioner can enter any polling station/premises in which the voting will take place. It is clarified that the candidates and their authorized representatives cannot enter the polling booth/place at which the vote is cast, except for casting their own vote. The Elections Commissioners will identify a designated area within a polling station or in its vicinity at which the candidate or their authorized representatives can remain on the date of the elections.
24. No sitting Trustee or any other person shall enter any polling station or the place of counting unless he or she is a candidate or their duly authorized representative, except for the purpose of casting his/her own vote.
25. At the time of counting of votes, the candidate and/or his representatives of not more than two (2) per voting centre shall be permitted to be present.
26. Any act or attempt to commit an act of bribery, undue influence, intimidation of voters, impersonation, blackmail, or such other similar act, shall constitute a 'corrupt practice'. Any 'corrupt practice' that is established shall amount to a serious electoral offence.
27. Without prejudice to the generality of the powers and functions of the Election Commissioners, the Chief Election Commissioners will be entitled

to inquire into and adjudicate upon the alleged commission of a corrupt practice being a serious electoral offense.

28. No candidate or Trustee or any other person shall resort to intimidating or browbeating or abusive behaviour with the Election Commissioners, Trust staff or any other person/representative of any service provider in relation to the elections, during the electoral process.
29. The procedure set out in the Scheme for adjudication of an election related disputes including for alleged breaches of the CoC shall be followed by the Chief Election Commissioner.
30. All proceedings pertaining to complaints received regarding infringement of the Code of Conduct, shall be held by the Chief Election Commissioner on working days (Monday-Friday) during working hours (10am to 4pm) only.
31. Any complaint or grievance regarding the conduct of elections shall be brought to the notice of the EC in writing at the earliest.
32. Without prejudice to the procedure for inquiry as set out in the Scheme, it is clarified that all proceedings pertaining to disqualification of candidates shall be conducted strictly in accordance with principles of natural justice. While investigating any offence pertaining to disqualification of a candidate, it would be incumbent upon the Chief Election Commissioner to issue a Show Cause Notice to the concerned candidate prior to holding a hearing in respect thereof. Any decision of the Election Commissioner must be reasoned and in writing. Any decision of disqualification of a candidate from the election or any decisions holding the election of a candidate being

invalid by reason of a breach of the Scheme or the CoC, such decisions shall not be acted upon or given effect to for such period mentioned in the Scheme.

33. In the event of any conflict or inconsistency between the provisions of this CoC or the Scheme, the provisions of the Scheme shall be applicable.

FORM FOR DUPLICATE CERTIFICATE

Mumbai, Date _____

To,

The Trustees of the Parsi Punchayet Funds and Properties

Madam / Sirs,

I, the undersigned Mr./Miss/Mrs. _____
(First Name) (Middle Name) (Surname)

hereby solemnly declare that my Certificate No. _____ on General/Donor Register of the Scheme for election of the Trustees of the Bombay Parsi Punchayet which I had received has been lost / destroyed.

I therefore request you to kindly issue me a **Duplicate Certificate**. Fees of ₹10/- is sent herewith.

**Personal
Details:**

Date of Birth: _____
PAN CARD NO. _____
(Self attested xerox copy of PAN CARD).

- My Former Residential Address, if any _____

⊙ **My Present Residential Address:**

[Proof of address - Any one: Aadhaar Card / Government Voters Card / Utility Bill / Driving License / Passport with self attestation.]

Tel. No. _____ E-Mail: _____ Mobile _____

My Occupation: _____

I declare that the Voters Certificate will not be used as a proof of address anywhere.

I further state the information furnished hereinabove is correct.

Signature _____

- This is required to check up with our record to avoid duplication.
- ⊙ Self attested proof of address (example - Tel. Bill/ Electricity Bill). If not in the name of applicant, then attach Consent Letter of owner / tenant of address. If title of address, not in applicant's name, then attach letter from such title holder.

Strike out whichever is not applicable.

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
MISCELLANEOUS PETITION (L) NO. 19 OF 2017

Armaity R. Tirandaz and another

...Petitioners

vs.

Bombay Parsee Punchayat & Ors.

...Respondents

Mr. J.P. Sen, Senior Advocate, along with Mr. Gautam Ankhad, Mr. C. Rashmikan, Mr. Rohan R. Dakshini and Ms. Anuja Abhyankar, instructed by M/s. Federal & Rashmikan, for the Petitioners.

Mr. Janak Dwarkadas, Senior Advocate, along with Mr. Y.P. Dandiwalla, Mr. Mutahhar Khan and Mr. Nutash Kotwal, instructed by M/s. Mulla & Mulla & Cragie Blunt and Caroe, for Respondent Nos. 1 to 5.

Mr. Chaitanya Chavan along with Mr. Yohaana Rubens, instructed by M/s. Vigil Juris, for Respondent No.6.

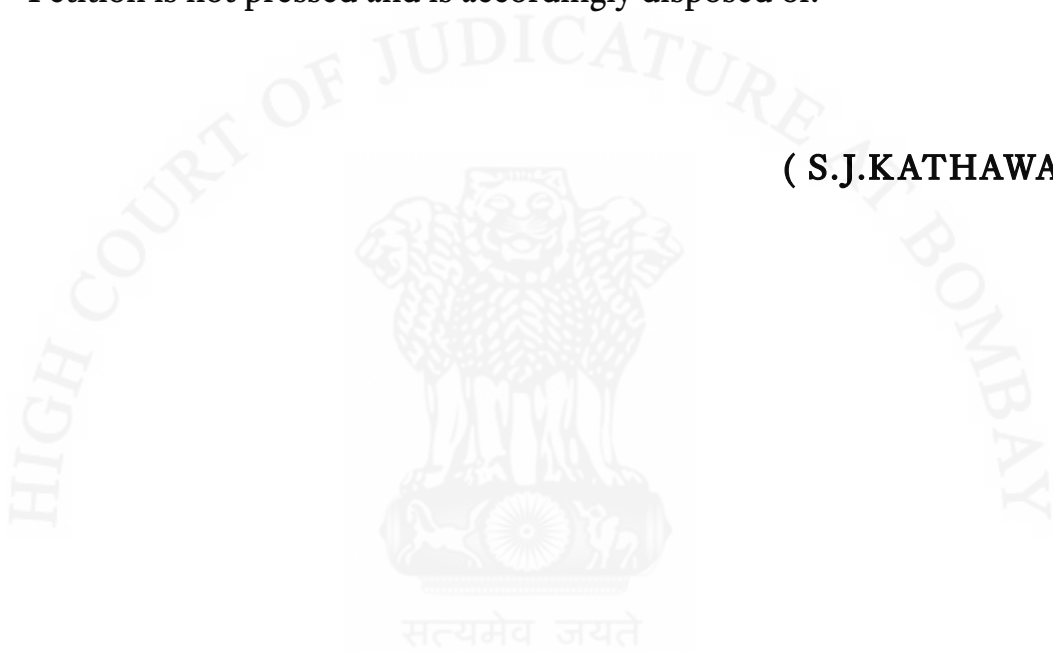
CORAM : S.J. KATHAWALLA, J.
DATED : 10th MARCH, 2017
(In Chamber)

P.C. :

The Learned Advocates appearing for the Petitioners and Respondent Nos. 1 to 5 have tendered Consent Terms dated 10th March, 2017. They submit that the Consent Terms be taken on record and an order be passed in terms of the Consent Terms. The Consent Terms dated 10th March, 2017, are taken on record and marked 'X' for identification. The Consent Terms are signed by the Petitioners and Respondent Nos. 3, 4 and 5. The Advocates for Respondent Nos. 1 and 2, on instructions, undertake that Respondent No. 2 shall sign the

Consent Terms on or before 14th March, 2017 on behalf of self and Respondent No. 1. As far as Respondent No. 6 is concerned, the Advocate appearing for him states that he is indisposed and he shall sign the consent terms within a period of two weeks from today, if he so desires. The undertakings recorded in the consent terms are accepted. Order in terms of consent terms marked "X". In the light of these consent terms, the above Petition is not pressed and is accordingly disposed of.

(S.J.KATHAWALLA, J.)



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
MISCELLANEOUS PETITION (L) NO. 19 OF 2017

- | | | | |
|----|--|---|-----------------|
| 1. | Armaity R. Tirandaz |) | |
| | Trustee of the |) | |
| | Bombay Parsee Punchayet |) | |
| | Residing at 780, Karani Mansion |) | |
| | Jame Jamshed Road, |) | |
| | Mumbai 400014 |) | |
| 2. | Viraf D. Mehta |) | |
| | Trustee of the |) | |
| | Bombay Parsee Punchayet |) | |
| | Residing at Rusi Mehta Building |) | |
| | 3 rd Floor, 49A, Warden Road, |) | |
| | Mumbai 400 026 |) | ... Petitioners |
| | V/s. | | |
| 1. | Bombay Parsee Punchayet |) | |
| | Having its office at 209, |) | |
| | Dadabhai Naoroji Road, |) | |
| | Fort, Mumbai 400001 |) | |
| 2. | Yazdi Desai |) | |
| 3. | Kersi Randeria |) | |
| 4. | Noshir Dadrawalla |) | |
| 5. | Zarir Bhathena |) | |
| 6. | Muncherji N. M. Cama |) | |
| | Trustees of the |) | |
| | Bombay Parsee Punchayet |) | |
| | Having their office at |) | |
| | 209, Dadabhai Naoroji Road, |) | |
| | Fort, Mumbai 400 001. |) | ... Respondents |

CONSENT TERMS

By consent of parties (except Respondent No.6) the following order is passed:-

1. The Trustees of the Respondent No.1 Trust are and shall be equally entitled to participate in all matters concerning the affairs, funds, properties and administration of Respondent No.1 Trust. For this

- purpose, all Trustees of Respondent No.1 Trust shall have full free and complete access to all the information pertaining to the Trust and be entitled to inspect all files, documents, records such as minutes book, account books, housing files, financial statements, legal matters/ proceedings and the like of Respondent No.1 and also entitled to photocopies as may be requested by any Trustee.,
2. Petitioner No.2 states that he will not seek access to or inspection of the file relating to or concerning Complaint No. SW/27/14 filed before the Court of the 38th Metropolitan Magistrate at Ballard Pier.
 3. To give effect to Clause 1 above, the Parties consent to the following arrangement set out hereunder:-
 - 3.1 On receipt of a request from any Trustee to any staff of the Respondent No.1 Trust for access to any information, files, documents, records and the like, relating to the Respondent No.1 Trust, the CEO/Dy. CEO/administrative staff of Respondent No. 1 shall forthwith produce the same for inspection as well as provide photocopies of the same, as requested.
 - 3.2 The CEO/Dy. CEO or his designate shall maintain a register for this purpose. The register shall keep a record of inspection given and shall contain the following particulars:-
 - (a) Specific columns for noting the particulars sought by a Trustee, the specifications of the documents/ files being provided and number of pages being provided.
 - (b) Date, Trustee's name, name of staff to whom request is made, time of giving file and the time at which the file is received back.
 - (c) For signatures of the CEO/Dy. CEO/administrative staff/designate and Trustee taking inspection.
 - 3.3 All pages of any files/ documents provided to a Trustee shall be numbered consecutively by the administrative staff of the Respondent No.1 Trust.
 - 3.4 All files/ documents shall be accessed/inspected by a Trustee in the office of the Trust in the presence of the designated administrative staff.
 - 3.5 In the event that a Trustee seeks a photocopy of a particular file/ document, the same shall be provided forthwith by the

administrative staff of the Respondent No.1 Trust after making the requisite endorsement (i.e. time and date as also name of the Trustee to whom copy is provided) on the said photocopy of the file/document. The details of all photocopies provided to any Trustee shall be recorded in a register maintained by the CEO/ Dy. CEO or his designate for this purpose.

- 3.6 The CEO/Dy. CEO of Respondent No.1 Trust shall, independently and on his own accord, maintain a brief summary of the proceedings of every Trust meeting with reasonable particulars of the agenda, the discussions, the views of Trustee/s and the decisions with the votes in favour and against.
- 3.7 For a proposed Board meeting to be held on Tuesday the CEO/Dy. CEO of Respondent No.1 Trust shall by the preceding Friday evening circulate to all Trustees the draft agenda of the forthcoming meeting, as finalized by the Chairman. The draft agenda will be sent along with draft minutes of the previous meeting as may have been finalized by the Chairman along with the brief summary maintained by the CEO/Dy. CEO of the Trust for the proceedings of the previous meeting for confirmation by the Trustees. There will be no discussion on the contents of the brief summary of the CEO/DY.CEO. If any trustee has any objection, the same must be recorded in his/her dissent note. For a proposed Board meeting to be held on Tuesday, any Trustee may latest by 12:00 noon on the Monday prior to the meeting, send to the Chairman any item which such Trustee wants to include in the agenda. The CEO / Dy. CEO, by Monday evening will circulate to all Trustees the agenda papers along with the final agenda including therein any such item requested by a Trustee to be added. If any Trustee/s requires more/additional time to consider/study any item of the circulated agenda, then on the request of such Trustee, the said item shall be deferred and considered at the next meeting of the Trust and shall not be deferred further for any reason.
- 3.8 The Trustees shall finalize the minutes of a meeting at the subsequent meeting. The Chairman's decision shall be final. In the event that a Trustee has any objection to the minutes as may be

recorded or as are being sought to be finalized, such Trustee shall provide at the said subsequent meeting his/her dissent in writing on the said item in dispute. In the event of there being a dissent note, a reference to the same shall be mentioned under the relevant item of the minutes. The dissent note shall be pasted at the end of the minutes and the dissent note shall bear the endorsement as to the particulars of the item / items of the minutes to which it relates. The final minutes along with the dissenting note if any duly signed by such Trustee shall be pasted in a bound and serially numbered Minutes Book to be maintained for this purpose. The dissent note shall form part of the final Minutes.

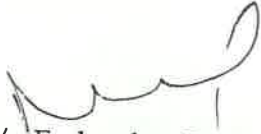
4. The proceedings of every board meeting of the Trustees shall be audio and video recorded by the CEO/Dy. CEO. The said record shall be saved on a separate hard disk / pen drive. The hard disk / pen drive shall be kept in a sealed cover with the signatures of Trustees present at such meeting and kept in safe custody with the administration of Respondent No.1 Trust. The same will be accessed jointly by all the trustees only in the event of any serious dispute as to what transpired at a particular Trust meeting. If any matter / item is of a sensitive nature, the Chairman may use his sole discretion to temporarily stop the audio and video recording of such items on the agenda or any part thereof. The recording will however continue for the remaining discussions. Save and except as provided in this clause, there will be no other video or audio recording of the proceedings of any meeting of the Trustees using mobile phone, tablet or such device.
5. The Trustees undertake to keep all confidential discussions or matters of a sensitive nature discussed at Board meetings, information/documents/files accessed by them, in their capacity as Trustees, confidential.
6. Any Trustee may express his or her views on any issue pertaining to the Trust or any decision taken by the Trust, but they shall do so in a dignified manner and without attributing any personal motive to any of the Trustees. The Trustees further undertake to this Hon'ble Court to not directly or indirectly in any manner publish or cause to


be published or provide any statement or information to any print or electronic media agency or to publish or cause to be published on social media any defamatory material.

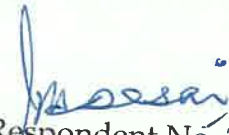
7. No trustee shall take any steps or action to prevent the implementation of a decision taken by the majority of the trustees except by due process of law. It is clarified that a Dissenting Trustee shall not be precluded only by having acted on the majority decision and implemented the same including by signing any document/s, from adopting any legal proceedings challenging the majority decision which challenge shall be determined on its own merits.
8. Liberty to apply to this Hon'ble Court in case of difficulty in implementing any of the terms herein.


A.R. Triandaz
(Petitioner No. 1)


V. K. Kulkarni
(Petitioner No. 2)


M/s Federal & Rashmikant
Advocates for the Petitioners



(Respondent No. 1)


(Respondent No. 2)


(Respondent No. 3)


(Respondent No. 4)


(Respondent No. 5)


M/s Mulla & Mulla & Craigie Blunt & Caroe
Advocates for the Respondent Nos.1 to 5

IN THE HIGH COURT OF JUDICATURE
AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
MISC PETITION (L) NO. 19 OF 2017

Armaity R. Tirandaz & Anr. ...Petitioners

Versus

Bombay Parsee Punchayet & Ors.

...Respondents

CONSENT TERMS

Dated this 10th day of March, 2017