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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ EX.P. 46/2026 & EX.APPL.(OS) 802/2026, EX.APPL.(OS) 803/2026

REV DINESH DAS

.....Decree Holder

Through: Mr. Shivam Goel, Ms. Ramya S. Goel, Ms. Sanya Sharma, Mr. Jatin Dua, Advocates (M:9871339314)

versus

BAPTIST CHURCH TRUST ASSOCIATION & ORS.

.....Judgement Debtors

Through: Mr. Abhishek Kaushik, Mr. Ayush Ranjan, Advocates for JD-1 & 2 (M:9953937934)
Mr. Umesh Pratap Singh, Mr. Pratyush Ranjan, Ms. Kamna Singh, Advocates for JD-3 & 4

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

% **22.05.2026**

EX.APPL.(OS) 802/2026 & EX.APPL.(OS) 803/2026 (For Exemptions)

1. Exemptions allowed, subject to all just exceptions.
2. Applications are accordingly disposed of.

EX.P. 46/2026

3. The present execution petition has been filed under Section 51, read with Order XXI Rule 32 and Section 151 of the Code of Civil Procedure, 1908 ("CPC"), seeking enforcement of the decree/order dated 05th May, 2026 passed by this Court in *CS(OS) 612/2018*.

4. Learned counsel for the decree holder submits that by way of the Settlement Agreement dated 25th March, 2026, as incorporated in the order dated 05th May, 2026 passed by this Court, an interim arrangement for a period of six months was made.



5. It is submitted that in terms of the aforesaid interim arrangement as recorded in the Settlement Agreement, the decree holder, i.e., Pastor, along with Pastor to be appointed by judgment debtor no. 2, namely, Baptist Union of North India (Regd.) was to conduct regular worship service at the Baptist Church, Karol Bagh. Additionally, the Committee previously constituted by the judgment debtors was to be dissolved.

6. It is further submitted that the judgment debtors have locked the Church premises, thereby, not allowing the decree holder to conduct prayers regularly scheduled on every Wednesday at 6:00 PM and on Sunday at 10:00 AM.

7. Attention of this Court has been drawn to the order dated 05th May, 2026, passed by this Court, wherein, in paragraph 6, the Settlement Agreement dated 25th March, 2026 has been reproduced in the following manner:

“xxx xxx xxx



6. The relevant terms of the Settlement Agreement dated 25th March, 2026, read as under:

“xxx xxx xxx

1.1 Certain disputes arose concerning the pastoral appointment, administration, and governance of Baptist Church Karol Bagh, resulting in litigation presently pending before the Hon'ble High Court of Delhi titled as 'Baptist Church Trust Association & Anr. vs. Rev. Dinesh Das' CS(OS) No. 612/2018.

1.2 The Parties, guided by Christian principles of reconciliation, unity of the Church, and orderly governance, have mutually agreed to resolve all disputes amicably and record the terms of settlement herein.

1.3 The Parties agree that these Consent Terms shall be placed before the Hon'ble High Court of Delhi for recording of settlement and disposal of the pending proceedings.

2.1 Rev. Das expressly acknowledges and affirms that Baptist Church, Karol Bagh is administratively managed by BUNI (Regd.).

2.2 Rev. Das further acknowledges that the land and property upon which the Church building and related structures stand are owned exclusively by BCTA.

2.3 All ecclesiastical, administrative, and operational matters relating to the Church shall be governed in accordance with the constitution, rules, and authority of BUNI (Regd.) and the proprietary rights of BCTA.

2.4 Rev. Das further acknowledges that pastoral appointments, transfers, disciplinary actions, and terminations of pastors fall within the authority of BUNI (Regd.), subject to BCTA property rights, without prejudice to the dignity of his ministry.



3.1 In the interest of reconciliation and without admission of liability, BUNI (Regd.) agrees to revoke the earlier order of termination and defrocking issued against Rev. Das.

3.2 Upon such revocation, Rev. Das shall be recognized and treated as an ordained Pastor for all ecclesiastical purposes.

3.3 Rev. Das shall remain on probation for a period of one (1) year from the date of reinstatement, during which his ministry and conduct shall be subject to review by BUNI (Regd.).

4.1 Rev. Das hereby unconditionally acknowledges and submits to the ecclesiastical and administrative authority of BUNI (Regd.), BCTA, and BMS World Mission in matters relating to Church governance and ministry.

4.2 Rev. Das undertakes to accept and comply with any transfer, appointment, nomination, assignment, or responsibility as may be determined by BUNI (Regd.), BCTA, or BMS in accordance with their respective authority and rules.

5.1 Both congregations presently worshipping at Baptist Church, Karol Bagh shall stand merged into a single unified congregation.

5.2 The Church premises shall host a single, unified worship service wherein both congregations shall jointly participate. The service shall be administered collaboratively by the Pastor appointed by BUNI (Regd.) and Rev. Das. Such unified service shall ordinarily be held at 10:00 a.m., or at such time as may be directed by BUNI (Regd.).

5.3 For an initial period of six (6) months from the date of execution of this Settlement Agreement, regular worship services shall be jointly conducted by Rev. Das and the Pastor appointed by BUNI (Regd.).

5.4 During the said interim period, both Pastors shall function as Ex-Officio Chairman of the Church; provided that the Pastor appointed by BUNI (Regd.) shall act as the Chairman, and Rev. Das shall act as the Co-Chairman of the Church.

5.5 Both Pastors shall cooperate in good faith to ensure unity, discipline, and peaceful worship during the said interim period.

5.6 Upon completion of the initial six (6) month period and after the conduct of the AGM, BUNI (Regd.) shall have authority to decide on the further pastoral and administrative management of the Church.

6.1 During the interim and probationary period, the existing emoluments, stipends, and pastoral allowances of Rev. Das shall be protected. The same may be paid in accordance with a mutually agreed arrangement between the Church and BUNI (Regd.). However, the Church shall be at liberty to grant to its Pastor(s), at any time in the future, such additional emoluments, stipends, or pastoral allowances over and above the said amounts as it may deem appropriate.

6.2. Such protection shall continue during the interim unified worship period and thereafter during the probationary period, subject to compliance with the terms of this Agreement.

7.1 The existing Deacon Committees of both congregations shall stand dissolved with immediate effect.





7.2 The Caretaker Committee presently operating in relation to the Church shall likewise stand dissolved with immediate effect.

7.3 During the interim arrangement, both Pastors shall be assisted by two (2) volunteers each, nominated by BUNI (Regd.) and approved by BCTA.

7.4 No person who was previously a member of the dissolved Deacon or Caretaker Committees shall be nominated or appointed to avoid recurrence of disputes, except employees or officials of BCTA or BUNI (Regd.).

7.5 Such volunteers shall assist only in operational matters and shall not exercise independent administrative authority.

8.1 The Church premises shall be opened and closed only by representatives nominated by BCTA.

8.2 All existing locks shall be changed forthwith and the exclusive custody and control of keys shall remain with BCTA.

8.3 No person shall duplicate or interfere with locks or keys without prior written authorization from BCTA.

8.4 Rev. Das shall peacefully vacate any Church premises not required for his ministry if so directed by BCTA.

9.1 The two Pastors shall jointly prepare a verified list of baptized members of the unified congregation.

9.2 An Annual General Meeting (AGM) of the Church shall be convened and conducted within a period not exceeding one hundred and eighty (180) days from the date of execution of this Agreement.

9.3 The AGM shall be conducted under the oversight of BUNI (Regd.) and BCTA.

10.1 BUNI (Regd.), the Church leadership, and BCTA shall maintain a written governance framework clarifying authority over pastoral appointments, transfers, remuneration, and discipline to avoid future jurisdictional disputes.

11.1 In the event that Rev. Das is not continued in pastoral ministry following the probation or interim period, the Parties may record a mutual and honourable separation not treated as disciplinary removal.

11.2 Such separation may include payment of past dues, ex-gratia pastoral transition support, and issuance of a service certificate and letter affirming his ministry without derogatory remarks.

12.1 Rev. Das withdraws all claims relating to employment status, pastoral authority, or administrative rights.

12.2 BUNI (Regd.) withdraws or waives any counter-allegations.



12.3 The Parties shall jointly move the Hon'ble High Court of Delhi for disposal of pending proceedings in terms of these Consent Terms.

13.1 The Parties undertake not to make adverse or disparaging statements about each other and to preserve unity and peace of the Church community.

13.2 Where appropriate, the Parties may issue a joint pastoral communication encouraging reconciliation and spiritual healing.

14.1 These Consent Terms constitute a full and final settlement of all disputes relating to the subject matter of the pending litigation.

14.2 Upon recording by the Hon'ble High Court of Delhi, these Consent Terms shall form part of the order/decreed of the Court and shall be enforceable in accordance with law.

15.1 In the event of any future disagreement relating to Church governance or pastoral ministry, the Parties agree to first attempt internal ecclesiastical mediation or conciliation by a panel constituted by BUNI (Regd.) and BCTA before resorting to civil litigation.

15.2 Terms of this settlement shall remain confidential except where disclosure is legally required or jointly agreed.

15.3 The Parties acknowledge that this settlement is guided by Christian principles of forgiveness, reconciliation, restoration, and orderly governance.

16.1 Any violation or breach of these Consent Terms by any Party shall entitle the aggrieved Party to immediately approach the Hon'ble High Court of Delhi for contempt proceedings without the need to institute a fresh civil or criminal action.

xxx xxx xxx”

xxx xxx xxx”

8. Learned counsel for the decree holder, in particular, relies upon Clauses 5.2, 5.3, 5.4, 5.6, 7.1, 7.2, 7.3, 7.4 and 8.1 to 8.3 of the Settlement Agreement, as reproduced hereinabove.

9. On the basis of the aforesaid Settlement Agreement, the order dated 05th May, 2026 in *CS(OS) 612/2018*, titled as *Baptist Church Trust Association and Anr. Versus Rev. Dinesh Das*, came to be passed, wherein, directions were issued in the following manner:



“xxx xxx xxx

7. Learned counsels for the parties jointly confirm the aforesaid terms of the Settlement Agreement, and submit that the same has been executed by the parties willfully.

8. The parties are present before this Court physically as well as through Video Conferencing (“VC”), and jointly submit that they have entered into the Settlement Agreement dated 25th March, 2026, out of their own free will and volition, without any coercion.

9. The aforesaid statement is taken note of.

10. This Court has perused the Settlement Agreement dated 25th March, 2026, and finds no impediment in decreeing the present suit in terms thereof.

11. At this stage, learned counsel for the plaintiffs submits that Clauses



8.1 to 8.3 of the aforesaid Settlement Agreement ought to be implemented immediately by all the parties.

12. Learned counsel for the defendant, on instructions, submits that she has no objection to the same.

13. Accordingly, with the consent of the parties, the suit is decreed in terms of the Settlement Agreement dated 25th March, 2026, which shall form part of the decree, and the following directions are issued in this regard:

I. The parties are hereby bound by the aforesaid Settlement Agreement, and they shall abide by the terms and conditions, as set out therein.

II. None of the parties shall raise any dispute with respect to the issues which have been settled by way of the Settlement Agreement.

14. Further, the parties shall immediately implement the various covenants of the Settlement Agreement dated 25th March, 2026, including, Clauses 8.1 to 8.3 therein.

15. Let the decree sheet be prepared by the Registry, in accordance with the aforesaid consent terms between the parties.

xxx xxx xxx”

10. Learned counsel for the decree holder submits that despite the aforesaid Settlement Agreement, wherein, it had been categorically settled in Clause 5.3 that the decree holder, as well as a nominee by the judgment debtor no. 2, shall act as joint Pastors and carry out prayer in the Church, however, no such prayer has been allowed to be conducted in the Church till date.

11. Issue notice. Notice is accepted by learned counsels for the judgment debtors.

12. Learned counsel for the judgment debtor nos. 1 and 2 submits that the Caretaker Committee appointed by judgment debtor nos. 1 and 2, which also comprised of judgment debtor nos. 3 and 4, are not allowing the prayers to



be conducted in the Church. Further, judgment debtor nos. 3 and 4, have also got the Church premises locked.

13. He submits that he has no objection to the prayer being conducted in the Church premises, and that judgment debtor no. 2 shall also appoint its nominee Pastor, so that the nominee Pastor of judgment debtor no. 2, as well as the decree holder, can jointly conduct prayers as aforesaid.

14. *Per contra*, learned counsel appearing for the judgment debtor nos. 3 and 4 submits that the Church premises are not locked and that the same are open for prayers for everyone. He further submits that the Church had been locked only temporarily by the Police in order to avoid any fighting between the rival groups.

15. On a pointed query by this Court, learned counsel for the judgment debtor nos. 3 and 4 confirms that the Church is not locked at the present.

16. The aforesaid statement is taken note of.

17. Accordingly, the following directions are issued:

I. Church premises shall not be locked by any party and the same shall remain open for use by general public for the purpose of worship.

II. Judgment debtor no. 2 shall nominate a Pastor for the purpose of carrying out prayers in the Church.

III. Decree holder, as well as nominee of judgment debtor no. 2, shall carry out joint prayers scheduled on every Wednesday at 6:00 PM onwards and on Sunday at 10:00 AM onwards.

IV. No party shall raise any objection or create any hindrance to the prayers, being conducted by the decree holder and nominee of judgment debtor no. 2.

V. Judgment debtor no. 2 shall continue to provide caretaking services to the Church.



VI. The Church shall be locked at night after the prayers are over and the lock shall be opened in the morning.

VII. Judgment debtor no. 2 is granted liberty to get CCTV installed at the entrance of the Church. In case of any hindrance, the Station House Officer (“SHO”) of Local Police Station shall provide full cooperation.

18. At this stage, learned counsel for the judgment debtor nos. 3 and 4 submits that there were serious rape charges against the decree holder.

19. However, learned counsel for the decree holder submits that the decree holder already stands discharged of the said charges.

20. The aforesaid aspect shall be considered by this Court on the next date of hearing, after the reply on behalf of the judgment debtors is brought on record.

21. Accordingly, let reply be filed by the judgment debtors, within a period of four weeks. Rejoinder thereto, if any, be filed within a period of two weeks, thereafter.

22. List for consideration on 16th September, 2026.

MINI PUSHKARNA, J

MAY 22, 2026/au