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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ TEST.CAS.92/2014 & I.A. 13683/2021, 3124/2022, 37275/2024,
11905/2025

INTERNATIONAL SOCIETY FOR KRISHNA CONSCIOUSNESS
,ISKCON TEMPLEPlaintiff

Through: Mr. Sudarshan Rajan, Mr. Hitain
Bajaj and Mr. Sambhav Sharma,
Advs.

versus

STATE AND OTHERSDefendants

Through: Mr. Vidit Chauhan, Adv. for R-10 to
12.

D-19 in person.

Mr. Rahul Malhotra and Ms. Sneha
Agarwal, Advs. for R-7 to R-9.

Mr. Vikas Mehta and Ms. Nitika
Grover, Advs. for D-4 to D-6.

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

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27.03.2026

CS(OS) _____ (to be numbered)

1. The present case was originally filed as TEST CAS 92/2014, however during the pendency of present case, an application under Order VI Rule 17 CPC was filed by the petitioner to convert the testamentary case into a regular suit for declaration.
2. The said application was allowed by the learned Joint Registrar *vide* order dated 20.03.2026 and the plaint was taken on record. After the application was allowed and the testamentary case was converted into suit, the suit ought to have been numbered and registered, but it seems the same has not been done.
3. Accordingly, the Registry is directed that plaint be registered as suit



and numbered accordingly.

4. Prior to the conversion of the testamentary case into the civil suit, the parties had been referred to mediation, where they arrived at a settlement, terms whereof were reduced into writing in the form of settlement agreement dated 24.12.2025, a copy of which has been received from the Mediation Centre and is on record.

5. The learned counsel for the parties submits that the terms of the settlement agreement may be recorded and the suit may be decreed in terms thereof.

6. The Plaintiff's representative Sh. Raman Roop Das, has joined the proceedings through VC.

7. Likewise, defendant nos. 4 to 12 are represented by their respective counsels mentioned above, whereas defendant nos. 13 to 18 and 20 have joined the proceedings through VC. Mr. Surender Goel/ defendant no.19, is present in Court.

8. All the parties affirm the factum of settlement.

9. It is jointly stated by the learned counsel for the parties that defendant nos. 2 and 3 are the executors under the Will, which is the subject matter of the suit, and they are not the beneficiaries. Accordingly, they are not party to the settlement agreement.

10. The settlement has also been signed by the plaintiff, as well as, by defendant nos. 4 to 20.

11. The Court has perused the terms of the settlement agreement 24.12.2025 and find the same to be lawful. In that view of the matter, there is no impediment in decreeing the suit in terms of the settlement agreement.

12. Accordingly, the suit is decreed in terms of the settlement agreement



dated 24.12.2025, which shall form part of the decree. The parties shall remain bound by the terms of the said settlement agreement.

13. A decree sheet may be drawn accordingly.

VIKAS MAHAJAN, J

MARCH 27, 2026/dss