



**Shri
Kashi Vishwanath
Temple Trust**



1st May, 2021

Instructions for the Chief Executive Officer (CEO)

in

Kashi Vishwanath Temple-Gyanvapi Mosque Negotiations

[Pursuant to the Order of the Allahabad High Court, dated 18th April, 2021]

THE LEGAL LANDSCAPE

The legal advisors have stated that under the Places of Worship Act, 1991, the suit is barred, and there can be no hope of the suit succeeding while that Act remains in force. The observations of the Supreme Court in *M. Sadiq v. Mahant Suresh Das* [Ayodhya Case] on the Places of Worship Act, 1991 solidified the position even more. There was not much hope—however, a petition alleging that the entire Places of Worship Act, 1991, is arbitrary and unconstitutional has recently been admitted for hearing in the Supreme Court. This has provided an opportunity for the purposes of this negotiation. It has provided leverage—the uncertainty regarding the validity of the Places of Worship Act, 1991 is probably why the AIM even agreed to come to the negotiation table in the first place. In its absence, the negotiating position of the SKVTT was very weak. It has improved somewhat in light of the constitutional challenge.

The SKVTT was planning to join as an intervenor in the petition challenging the constitutional validity of the Places of Worship Act, 1991. However, in light of the negotiation meeting, that decision was held off, pending the outcome of the negotiation.

One may adopt and refer to any legal arguments to advance interests during the negotiation. The counsel shall be part of the negotiating team for that purpose.

THE VACANT PLOT

The SKVTT submitted before the High Court that it would be willing to hand over a piece of vacant land owned by it near the Kashi Vishwanath Temple Area for construction of the Mosque at that site. However, this is entirely contingent on the AIM agreeing to hand over the current site of the Gyanvapi Mosque to the SKVTT.

The vacant lot is larger in size than the current area of the Gyanvapi Mosque premises, as shown in the map attached as Annexure 1 to the Fact Scenario.

A SWAP

There are rumours that the AIM is willing to agree to a swap—the SKVTT receiving the land on which the Gyanvapi Mosque currently stands, and the AIM receiving the land on which the present Kashi Vishwanath Temple currently stands. This is patently unacceptable, and would not be well received by the Hindus in the country or in the city. This is something you do not have the authority to agree to.

The only land you can exchange for the land on which the Masjid currently stands, is the vacant lot owned by the SKVTT in the area. Or you may try to convince the AIM to part with the land on which the Mosque currently stands, without any other land in return.

THE ASI SURVEY

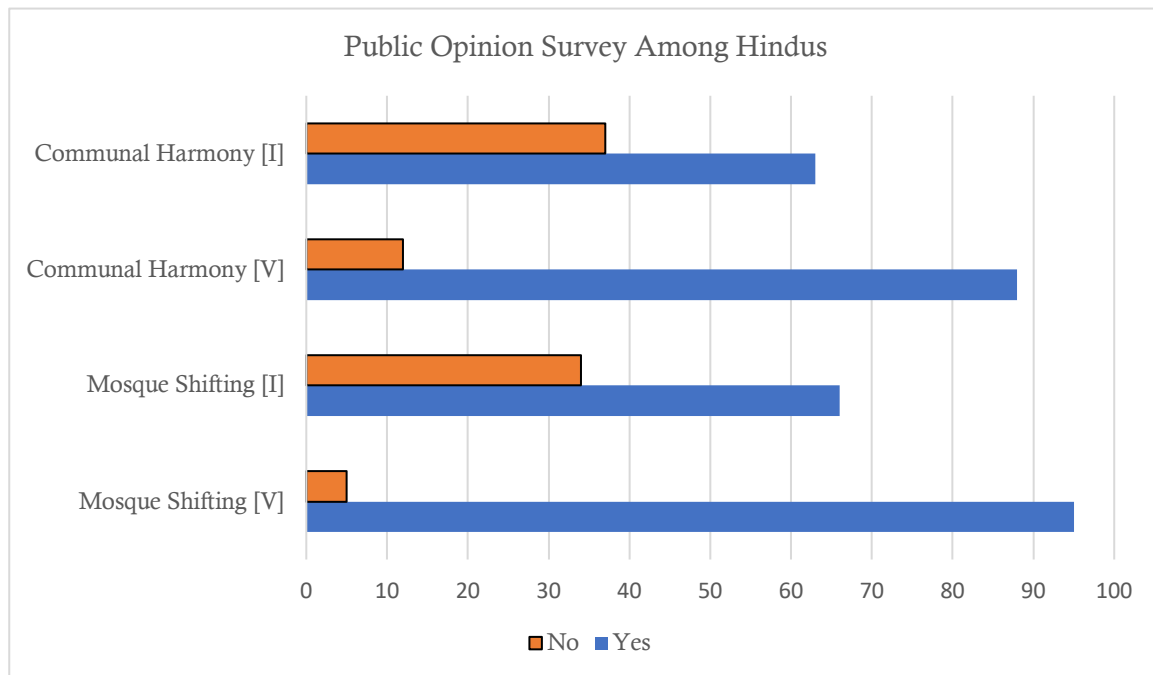
Presently, the ASI survey ordered by the civil court stands stayed by the Allahabad High Court. The survey would have entailed excavations and tests in the complex of, and on, the Gyanvapi Mosque. The SKVTT had planned to appeal the order granting the stay to the Supreme Court. That was kept on hold when negotiations were agreed to.

However, if there is no settlement reached handing over the land on which the Gyanvapi Masjid currently stands, to the SKVTT, you will be forced to file an appeal to the Supreme Court, challenging the order granting the stay. However, if the AIM acknowledges publicly that the Gyanvapi Mosque was built after demolition of the Kashi Vishwanath Temple which stood at that site, there would no longer be any need for a survey.

This is considered vital for your future legal strategy, in case a settlement is not reached; not to mention, a significant moral victory.

PUBLIC OPINION

Surveys were conducted across the country by the SKVTT and the Vishwa Hindu Parishad. These may be relied upon to aid your negotiation strategy. While you are not beholden to these views absolutely, it is your duty to represent, and act in accordance with these views, as far as possible. However, the instructions provided herein override the public opinion. It is important to remember that public acceptance of the settlement reached is vital to maintaining peace and calm in the immediate as well as long run. The following results (in percentage) were received:



Question Descriptions:

Communal Harmony [I]—Sample Participants: Hindus Across India—
Question: Is communal harmony more important than the placement of the Kashi Vishwanath Temple?

Communal Harmony [V]—Sample Participants: Hindus in City of Varanasi—
Question: Is communal harmony more important than the placement of the Kashi Vishwanath Temple?

Mosque Shifting [I]—Sample Participants: Hindus Across India—
Question: Should the Gyanvapi Mosque be shifted to a nearby location to allow construction of Kashi Vishwanath Temple at that site?

Mosque Shifting [V]—Sample Participants: Hindus in City of Varanasi—
Question: Should the Gyanvapi Mosque be shifted to a nearby location to allow construction of Kashi Vishwanath Temple at that site?

RIOT SITUATION

You must remain cognizant that there is grave risk of riots and protests in Varanasi and other parts of the country, in light of the recent order for the ASI Survey, and the stay granted by the High Court. You find yourself in a Catch-22 situation—inaction may lead to unrest, while action may lead to even more unrest. You are advised to tread carefully.

In either case (whether any settlement is reached or not), you must issue a joint statement with the AIM, designed to heal communal wounds and tensions. You may also contemplate undertaking confidence building measures along with the AIM, specially targeted at harmony in the city of Varanasi. While these measures may not have much to do with the ultimate solution of the dispute, they are vital especially for harmony in the city of Varanasi in the immediate future. The UP Government has advised that this is vital.

PUBLIC STATEMENT

It is vital to get the content and wording of the public statement right—the main goal is to assuage the grievance felt by Hindus in the city and in the country. The CEO of the SKVTT and the Secretary of the AIM are expected to make a joint press statement in person right after the negotiation meeting. A draft of the statement must be agreed upon during the session.

It must, of course, include whatever settlement is reached during the negotiation on various issues. You must push for the joint statement to include an acknowledgement that Hindu places of worship were wrongly demolished in the past by Muslim rulers. You must ensure that the AIM expresses its acknowledgement and regret on behalf of the Muslim community. This could go a long way in healing communal tensions. Acknowledgement of the historical wrong would be a good first step. You should make clear that the purpose behind the same is not to assign blame to the Muslims community, but to heal divides.

You may, in return acknowledge the persecution of Muslims in India, in recent times. You may acknowledge on behalf of Hindus of the country the alienation or fear that the Muslim community of the country might feel. You may condemn or express regret for the political rhetoric and actions that give rise to such feelings. However, you cannot at all publicly or privately agree with the spirit and content of the Places of Worship Act, 1991.

The statement must be issued whether or not any settlement is reached.

CONCLUSION

You have the authority to settle the dispute on the terms described above. If that occurs, the Allahabad High Court would issue a consent decree recording the terms of the settlement as a binding decree, and dispose of the suit filed by Late Somnath Vyas, which sought the land on which the Gyanvapi Masjid currently stands, as well as any applications relating to that suit.

You do not have the authority to give up the legal claim on the land on which the Mosque currently stands, except in the form of a settlement as contemplated in these instructions.

This is the first and only round of negotiation, with no future opportunities. If the negotiation fails, the suit will be decided by the courts—likely, in accordance with the Places of Worship Act, 1991.

On behalf of the Trust.