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**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

CR No. 5661 of 2018
Date of Decision: 29.08.2018

Karam Singh

-Petitioner

Vs

Harbans Singh

-Respondent

CORAM: HON'BLE MR. JUSTICE RAJ MOHAN SINGH

Present: Mr. Deepak Sharma, Advocate,
for the petitioner.

RAJ MOHAN SINGH, J. (ORAL)

1. Learned counsel for the petitioner contends that first agreement to sell was executed between Gulzar Singh-owner and Harbans Singh. Harbans Singh in turn entered into agreement to sell with the petitioner so as to get the sale deed executed directly from Gulzar Singh in favour of the petitioner.

2. Gulzar Singh signed the second agreement as witness though he was owner of the land in question. Gulzar Singh may not be privy to agreement between Harbans Singh and the petitioner but in any case, he was owner of the suit property which was agreed to be sold by way of agreement to sell with Harbans Singh.

3. On being confronted with the ratio of **Nirmal Singh**

and others vs Tarsem Singh and others, 2015(2) RCR (Civil)

679, learned counsel for the petitioner wishes to withdraw the present revision petition with a liberty to file separate applications for the relief claimed.

4. Dismissed as withdrawn with the liberty aforesaid.

5. The findings recorded in the impugned order shall not be taken into consideration while deciding the applications afresh in accordance with law.

29.08.2018

Jyoti Yadav

**(RAJ MOHAN SINGH)
JUDGE**

1. Whether speaking/reasoned : Yes/No

2. Whether reportable : Yes/No