

APPENDIX D.

DECREES.

No. 1.

DECREE IN ORIGINAL SUIT. (O. 20, rr. 6, 7.)

(Title.)

Claim for

This suit coming on this day for final disposal before  
 for the plaintiff and of

in the presence of  
 for the defendant, it is ordered and  
 and that the

be paid by the

to the  
 per cent. per annum from

amount of the costs of this suit, with interest thereon at the rate of  
 date to date of realization.

under my hand and the seal of the Court, this

day of

19 .

Judge.

Costs of Suit.

Plaintiff.				Defendant.			
	Rs.	A.	P.		Rs.	A.	P.
Stamp for plaint . . . . .				Stamp for power . . . . .			
Do. for power . . . . .				Do. for petition . . . . .			
Do. for exhibits . . . . .				Pleader's fee . . . . .			
Pleader's fee on Rs. . . . .				Subsistence for witnesses . . . . .			
Subsistence for witnesses . . . . .				Service of process . . . . .			
Commissioner's fee . . . . .				Commissioner's fee . . . . .			
Service of process . . . . .							
Total . . . . .				Total . . . . .			

No. 2.

SIMPLE MONEY DECREE. (Section 34.)

(Title.)

Claim for

This suit coming on this day for final disposal before  
 for the plaintiff and of  
 do pay to the

in the presence of  
 for the defendant, it is ordered  
 the sum of Rs. with  
 to the date of realization

thereon at the rate of  
 per cent. per annum from  
 the said sum and do also pay Rs.

the costs of this suit, with interest thereon at the rate of  
 date to date of realization.

under my hand and the seal of the Court, this

day of

19 .

*The Code of Civil Procedure, 1908.*  
(The First Schedule.—Appendix D.—Decrees.)

*Costs of Suit.*

Plaintiff.				Defendant.			
	Rs.	A.	P.		Rs.	A.	P.
1. Stamp for plaint . . . . .				Stamp for power . . . . .			
3. Do. for exhibits . . . . .				Pleader's fee . . . . .			
Pleader's fee on Rs. . . . .				Subsistence for witnesses . . . . .			
Subsistence for witnesses . . . . .				Service of process . . . . .			
Commissioner's fee . . . . .				Commissioner's fee . . . . .			
Service of process . . . . .							
<b>Total</b> . . . . .				<b>Total</b> . . . . .			

No. 3.  
**PRELIMINARY DECREE FOR FORECLOSURE.** (O. 34, r. 2.)  
(Title.)

This suit coming on this day, etc.; It is hereby declared that the amount due to the plaintiff on account of principal, interest and costs calculated up to the day of 19 is Rs. and it is decreed as follows:—

(1) That if the defendant pays into Court the amount so declared due on or before the said day of 19, the plaintiff shall deliver up to the defendant, or to such person as he appoints, all documents in his possession or power relating to the mortgaged property, and shall, if so required, retransfer the property to the defendant free from the mortgage and from all incumbrances created by the plaintiff or any person claiming under him. [Where the plaintiff claims by derived title add or by those under whom he claims.] [Where the plaintiff is in possession add and shall put the defendant in possession of the property.]

(2) That if such payment is not made on or before the said day of 19 the defendant shall be debarred from all right to redeem the property.

*Schedule.*  
*Description of the mortgaged property.*

No. 4.  
**PRELIMINARY DECREE FOR SALE.** (O. 34, r. 4.)  
(Title.)

This suit coming on this day, etc.; It is hereby declared that the amount due to the plaintiff on account of principal, interest and costs calculated up to the day of 19 is Rs. and that such amount shall carry interest at the rate of per cent. per annum until realization and it is decreed as follows:—

(1) That if the defendant pays into Court the amount so declared due on or before the said day of 19, the plaintiff shall deliver up to the defendant, or to such person as he appoints, all documents in his possession or power relating to the mortgaged property, and shall, if so required, retransfer the property to the defendant free from the mortgagee and from all incumbrances created by the plaintiff or any person claiming under him. [Where the plaintiff claims by derived title add or by those under whom he claims.] [Where the plaintiff is in possession add and shall put the defendant in possession of the property.]

(2) That if such payment is not made on or before the said day of 19 the mortgage property or a sufficient part thereof be sold and that the proceeds of the sale (after defraying thereout the expenses of the sale) be paid into Court and applied in payment of what is declared due to the plaintiff aforesaid together with subsequent interest and subsequent costs, and that the balance, if any, be paid to the defendant.

(3) That if the net proceeds of the sale are insufficient to pay such amount and such subsequent interest and costs in full, the plaintiff shall be at liberty to apply for a personal decree for the amount of the balance.

(The First Schedule.—Appendix D.—Decrees.)

and it is decreed as follows:—

- That if the plaintiff pays into Court the amount so declared due on or before the said day of 19 , the defendant shall deliver up to the person to such person as he appoints, all documents in his possession or power relating to the mortgaged property, and shall, if so required, retransfer the property to the plaintiff free from the mortgage and all incumbrances created by the defendant or any person claiming under him. [Where the defendant claims by derived title add *or by those under whom he claims.*] [Where the defendant is in possession add *and shall put the plaintiff in possession of the property.*]
- (1) That if such payment is not made on or before the said day of 19 , the plaintiff shall be debarred from all right to redeem the property. [If mortgage is simple or usufructuary substitute *the property shall be sold.*]

Schedule.

Description of the mortgaged property.

No. 6.

DECREE FOR FORECLOSURE.—FIRST MORTGAGEE v. SECOND MORTGAGEE AND MORTGAGOR.—SUCCESSIVE PERIODS FOR REDEMPTION.

(Title.)

It is hereby declared that the amount due to the plaintiff on account of principal, interest and costs calculated up to the day of 19 (a) is Rs.  $x$ , and that on the day of 19 (b) there will be due to the plaintiff for interest the further sum of Rs.  $y$ , making in all Rs.  $y$ ; and it is further declared that on the day of 19 (b) there will be due to the first defendant on account of principal, interest and costs Rs.  $z$ ;

and it is decreed as follows:—

- (1) That if the first defendant pays into Court the said sum of Rs.  $x$  on or before the said day of 19 (a) the plaintiff shall deliver up, etc. (as in Form No. 3).
- (2) That in default of the first defendant paying the said sum on or before the said day he shall be debarred from all right to redeem the property.
- (3) That in case of such foreclosure and if the second defendant pays into Court the said sum of Rs.  $y$  on or before the day of 19 (b) the plaintiff shall deliver up, etc. (as in Form No. 3).
- (4) That in default of the second defendant paying the said sum on or before the said day he shall be debarred from all right to redeem the property.
- (5) That in case the first defendant shall redeem the mortgaged property, if the second defendant pays into Court the said sums of Rs.  $y$  and Rs.  $z$  on or before the day of 19 (b) the first defendant shall deliver up, etc. (as in Form No. 3).
- (6) That in default of the second defendant paying the said sums on or before the said day he shall be debarred from all right to redeem the property. [Where the second defendant is in possession add *and put the first defendant in possession of the property.*]

No. 7.

DECREE FOR SALE.—FIRST MORTGAGEE v. SECOND MORTGAGEE AND MORTGAGOR.—ONE PERIOD FOR REDEMPTION.

(Title.)

It is hereby declared that the amount due to the plaintiff on account of principal, interest and costs calculated up to the day of 19 is Rs.  $x$ , and that on the said day there will be due to the first defendant on account of principal, interest and costs Rs.  $y$ ;

and it is decreed as follows:—

- (1) That if the defendants or either of them pay into Court the said sum of Rs.  $x$  on or before the day of 19 the plaintiff shall deliver up, etc. (as in Form No. 4).
- (2) That if payment of the said sum is not made on or before the day of 19 the mortgaged property or a sufficient part thereof be sold, and that the proceeds of the sale (after defraying thereout the expenses of the sale) be paid into Court to the credit of the plaintiff, and applied, first, in payment to the plaintiff of the said sum of Rs.  $x$  and such subsequent interest and costs as may be allowed by the Court; secondly, in payment to the first defendant of the said sum of Rs.  $y$  and such subsequent interest and costs as aforesaid; and that the balance, if any, be paid to the second defendant.
- (3) That in case the defendants or either of them shall pay the said sum of Rs.  $x$  as aforesaid, he or they shall be at liberty to apply to the Court that the plaintiff's mortgage may be kept alive for the benefit of the first defendant, from making the said payment or otherwise as he or they may be advised.
- (4) That if the net proceeds of the sale are insufficient to pay the said sum of Rs.  $x$  and such subsequent interest and costs as aforesaid, the plaintiff shall be at liberty to apply for a personal decree for the balance.

No. 8.

DECREE FOR SALE.—SECOND MORTGAGEE *v.* FIRST MORTGAGEE AND MORTGAGOR.—ONE PERIOD FOR REDEMPTION.

(Title.)

[Insert declarations of the amounts due to the plaintiff Rs. *y* and to the first defendant Rs. *x* as in Form No. 7.]

And it is decreed as follows:—

(1) That if the plaintiff or the second defendant pay into Court the said sum of Rs. *y* on or before the day of 19 *19* , the said

(2) That if payment of the said sum is not made on or before the day of 19 *19* , the first defendant shall be at liberty to apply that the suit be dismissed or for the sale of the mortgaged property; and in case he shall apply for a sale the mortgaged property or a sufficient part thereof shall be sold free from the incumbrances of the plaintiff and first defendant, and the proceeds of the sale (after defraying thereout the expenses of the sale) shall be paid into Court and applied, first, in payment to the first defendant of the said sum of Rs. *x* and such subsequent interest and costs as may be allowed by the Court: secondly, in payment to the plaintiff of the said sum of Rs. *y* and such subsequent interest and costs as aforesaid; and that the balance, if any, be paid to the second defendant.

(3) That if the plaintiff shall pay the said sum of Rs. *x* into Court on or before the day of 19 *19* , the second defendant shall be at liberty to pay into Court the said sum and the sum of Rs. *y* on or before the day of 19 *19* , and thereupon the plaintiff shall deliver up, etc. (as in Form No. 4).

(4) That if the plaintiff shall pay the said sum as aforesaid but the second defendant shall fail to pay the said sums as aforesaid the mortgaged property or a sufficient part thereof shall be sold, and the proceeds of the sale (after defraying thereout the expenses of the sale) shall be applied in payment to the plaintiff of the said sums of Rs. *x* and Rs. *y* and such subsequent interest and costs as may be allowed by the Court, and that the balance, if any, be paid to the second defendant.

(5) That if the net proceeds of the sale are insufficient to pay the said sums, interest and costs in full the plaintiff shall be at liberty to apply for a personal decree for the amount of the balance.

No. 9.

DECREE FOR SALE.—SUB-MORTGAGEE *v.* MORTGAGEE AND MORTGAGOR, THE AMOUNT OF THE ORIGINAL MORTGAGE EXCEEDING THAT OF THE SUB-MORTGAGE.

(Title.)

[Insert declarations of the amounts due to the plaintiff Rs. *x* and to the first defendant Rs. *y* as in Form No. 7.]

And it is decreed as follows:—

(1) The first defendant and the second defendant shall be at liberty to pay into Court the said sums of Rs. *x* and Rs. *y* respectively on or before the day of 19 *19* , and upon either of the said payments being made the plaintiff shall deliver up, etc. (as in Form No. 4), and thereupon the sum of Rs. *x* shall be paid to the plaintiff.

(2) In the event of payment by the second defendant as aforesaid the first defendant shall also deliver up, etc. (as in Form No. 4), and thereupon the residue (after payment to the plaintiff as aforesaid) shall be paid to the first defendant.

(3) In default of payment by the first and second defendants as aforesaid the mortgaged property or a sufficient part thereof shall be sold, and the proceeds of the sale (after deducting thereout the expenses of the sale) shall be paid into Court and applied first in payment to the plaintiff of the said sum of Rs. *x* and such subsequent interest and costs as may be allowed by the Court (but so that the aggregate amount of principal and interest shall not exceed the amount of principal and interest due to the first defendant) secondly, in payment to the first defendant of the excess of Rs. *y* over Rs. *x* and such subsequent interest and costs as aforesaid; and that the balance, if any, be paid to the second defendant.

(4) In the event of payment by the first defendant and in default of payment by the second defendant as aforesaid, the first defendant shall be at liberty to apply for the sale of the mortgaged property, and thereupon the same or a sufficient part thereof shall be sold, and the net sale-proceeds shall be applied in payment to the first defendant of the said sum of Rs. *y* and such further interest and costs as may be allowed by the Court, and the balance, if any, shall be paid to the second defendant.

(5) That if the net proceeds of the sale are insufficient to pay the aforesaid sums with further interest and costs the plaintiff or the first defendant, as the case may be, shall be at liberty to apply for a personal decree for the amount of the balance.

No. 10.

DECLARATION FOR FORGIVENESS (O. 34, r. 3.)

(Title.)

Upon reading the decree passed in the above matter by the Court on the day of 19 *19* ,

the plaintiff hereby declares that he has forgiven the defendant of the sum of Rs. *x* and such subsequent interest and costs as may be allowed by the Court, and that he has no claim against the defendant in respect of the said sum of Rs. *x* and such subsequent interest and costs as may be allowed by the Court.

And the plaintiff hereby declares that he has no claim against the defendant in respect of the said sum of Rs. *x* and such subsequent interest and costs as may be allowed by the Court.

And the plaintiff hereby declares that he has no claim against the defendant in respect of the said sum of Rs. *x* and such subsequent interest and costs as may be allowed by the Court.

No. 11.

DECREE AGAINST MORTGAGOR PERSONALLY. (O. 34, r. 6.)

(Title.)

Whereas the net proceeds of the sale held under the final decree for sale passed in this suit on the 19th day of 19... and now in Court to the credit of this suit, amount to Rs. y, and there is due to the plaintiff the sum of Rs. x mentioned in the said decree together with the further sum of interest thereon at the rate of 6 per cent. per annum from the day of to this day, and also the sum of Rs. for his costs of this suit subsequent to the decree, making balance due to the plaintiff of Rs. z; And whereas it appears to this Court that the defendant is personally liable for the said balance

It is hereby decreed as follows:—

- (1) That the said sum of Rs. y be paid out of Court to the plaintiff.
- (2) That the defendant do pay to the plaintiff the said sum of Rs. z with interest thereon at the rate of 6 per cent. per annum from this day to the date of realization of the said sum.

No. 12.

DECREE FOR RECTIFICATION OF INSTRUMENT.

(Title.)

It is hereby declared that the... , dated the... day of 19... does not fully express the intention of the parties to such... And it is decreed that the said... be rectified by

No. 13.

DECREE TO SET ASIDE A TRANSFER IN FRAUD OF CREDITORS.

(Title.)

It is hereby declared that the... made between... and... , dated the... day of 19... is void as against the plaintiff and as against the creditors, if any, of the defendant

No. 14.

INJUNCTION AGAINST PRIVATE NUISANCE.

(Title.)

Let the defendant... , his agents, servants and workmen, be perpetually restrained from burning, or causing to be burnt, any bricks on the defendant's plot of land marked B in the annexed plan, so as to occasion a nuisance to the plaintiff as the owner or occupier of the dwelling-house and garden mentioned in the plaint as belonging to and being occupied by the plaintiff.

No. 15.

INJUNCTION AGAINST BUILDING HIGHER THAN OLD LEVEL.

(Title.)

Let the defendant... , his contractors, agents and workmen, be perpetually restrained from continuing to erect upon his premises in... any house or building of a greater height than the buildings which formerly stood upon his said premises and which have been recently pulled down, or in such manner as to darken, injure or obstruct such of the plaintiff's windows in his said premises as are entitled to ancient lights.

No. 16.

INJUNCTION RESTRAINING USE OF PRIVATE ROAD.

(Title.)

Let the defendant... , his agents, servants and workmen, be perpetually restrained from using or permitting to be used any part of the line at... the soil of which belongs to the plaintiff, as a carriage-way for the passage of carts, carriages or other vehicles, either going to or from the premises marked B in the annexed plan or for any purpose whatsoever.

ORDINARY DECREE IN AN ADMINISTRATIVE MATTER.

(Title.)

Let the defendant... (should be...)

*The Code of Civil Procedure, 1908.*  
(The First Schedule.—Appendix D.—Decrees.)

*In suits by legatees—*

2. That an account be taken of the legacies given by the testator's will.

*In suits by next-of-kin—*

3. That an inquiry be made and account taken of what, or of what share, if any, the plaintiff is entitled to as next-of-kin [or one of the next-of-kin] of the intestate.

[After the first paragraph, the decree will, where necessary, order, in a creditor's suit, inquiry and accounts for legatees, heirs-at-law and next-of-kin. In suits by claimants other than creditors, after the first paragraph, in all cases, an order to inquire and take an account of creditors will follow the first paragraph and such of the others as may be necessary will follow, omitting the first formal words. The form is continued as in a creditor's suit.

4. An account of the funeral and testamentary expenses.

5. An account of the moveable property of the deceased come to the hands of the defendant, or to the hands of any other person by his order or for his use.

6. An inquiry what part (if any) of the moveable property of the deceased is outstanding and undisposed of.

7. And it is further ordered that the defendant do, on or before the day of next, pay into Court all sums of money which shall be found to have come to his hands, or to the hands of any person by his order or for his use.

8. And that if the \* shall find it necessary for carrying out the objects of the suit to sell any part of the moveable property of the deceased, that the same be sold accordingly, and the proceeds paid into Court.

9. And that Mr. E. F. be receiver in the suit (or proceeding), and receive and get in all outstanding debts and outstanding moveable property of the deceased, and pay the same into the hands of the \* (and shall give security by bond for the due performance of his duties to the amount of rupees).

10. And it is further ordered that if the moveable property of the deceased be found insufficient for carrying out the objects of the suit, then the following further inquiries be made, and accounts taken, that is to say—

- (a) an inquiry what immoveable property the deceased was seized of or entitled to at the time of his death;
- (b) an inquiry what are the incumbrances (if any) affecting the immoveable property of the deceased or any part thereof;
- (c) an account, so far as possible, of what is due to the several incumbrancers, and to include a statement of the priorities of such of the incumbrancers as shall consent to the sale herein after directed.

11. And that the immoveable property of the deceased, or so much thereof as shall be necessary to make up the fund in Court sufficient to carry out the object of the suit, be sold with the approbation of the Judge, free from incumbrances (if any) of such incumbrancers as shall consent to the sale and subject to the incumbrances of such of them as shall not consent.

12. And it is ordered that G. H. shall have the conduct of the sale of the immoveable property, and shall prepare the conditions and contracts of sale subject to the approval of the \* and that in case any doubt or difficulty shall arise the papers shall be submitted to the Judge to settle.

13. And it is further ordered that, for the purpose of the inquiries hereinbefore directed, the \* shall advertise in the newspapers according to the practice of the Court, or shall make such inquiries in any other way which shall appear to the \* to give the most useful publicity to such inquiries.

14. And it is ordered that the above inquiries and accounts be made and taken, and that all other acts ordered to be done be completed, before the day of , and that the \* do certify the result of the inquiries, and the accounts, and that all other acts ordered are completed, and have his certificate in that behalf ready for the inspection of the parties on the day of

15. And, lastly, it is ordered that this suit [or proceeding] stand adjourned for making final decree to the day of

[Such part only of this decree is to be used as is applicable to the particular case.]

No. 11.

FINAL DECREE IN AN ADMINISTRATION-SUIT BY A LEGATEE.

(Title)

1. It is ordered that the defendant do, on or before the day of pay into Court the sum of Rs. the balance by the said certificate, and to be due from the said defendant on account of the estate of the testator, and also the sum of Rs. for interest at the rate of Rs. annum, from the day of to the day of , amounting together to the sum of Rs.

2. Let the \* of the said estate, the executor named in the will, be appointed receiver in the suit (or proceeding), and receive and get in all outstanding debts and outstanding moveable property of the deceased, and pay the same into the hands of the \* (and shall give security by bond for the due performance of his duties to the amount of rupees).

3. And it is further ordered that if the moveable property of the deceased be found insufficient for carrying out the objects of the suit, then the following further inquiries be made, and accounts taken, that is to say—

- (a) an inquiry what immoveable property the deceased was seized of or entitled to at the time of his death;
- (b) an inquiry what are the incumbrances (if any) affecting the immoveable property of the deceased or any part thereof;
- (c) an account, so far as possible, of what is due to the several incumbrancers, and to include a statement of the priorities of such of the incumbrancers as shall consent to the sale herein after directed.

as bear interest, be paid; and, after making such payments, let the amount coming to the several legatees mentioned in the schedule, together with subsequent interest (to be verified as aforesaid), be paid to them and if there should then be any residue, let the same be paid to the residuary legatee.

No. 19.

INTERIM DECREE IN AN ADMINISTRATION-SUIT BY A LEGATEE, WHERE AN EXECUTOR IS HELD PERSONALLY LIABLE FOR THE PAYMENT OF LEGACIES.

(Title.)

It is declared that the defendant is personally liable to pay the legacy of Rs. [blank] to the plaintiff; And it is ordered that an account be taken of what is due for principal and interest on the said [blank] And it is also ordered that the defendant do, within [blank] weeks after the date of the [blank] \* pay to the plaintiff the amount of what the [blank] \* shall certify to be due for [blank] principal and interest; And it is ordered that the defendant do pay the plaintiff his costs of suit, the same to be taxed in the parties differ.

No. 20.

FINAL DECREE IN AN ADMINISTRATION-SUIT BY NEXT-OF-KIN.

(Title.)

Let the [blank] \* of the said Court tax the costs of the plaintiff and defendant in this suit, and amount of the said plaintiff's costs, when so taxed, be paid by the defendant to the plaintiff out of [blank] of Rs. [blank], the balance by the said certificate found to be due from the said defendant on [blank] of the personal estate of E. F., the intestate, within one week after the taxation of the said costs by [blank] \* and let the defendant retain for her own use out of such sum her costs, when taxed. And it is ordered that the residue of the said sum of Rs. [blank], after payment of the [blank] s and defendant's costs as aforesaid, be paid and applied by defendant as follows:— (1) Let the defendant, within one week after the taxation of the said costs by the [blank] \* as aforesaid, pay one-third share of the said residue to the plaintiffs A. B., and C. D., his wife, in her right as the sister and one of the next-of-kin of the said E. F., the intestate. (2) Let the defendant retain for her own use one other third share of the said residue, as the mother and one of the next-of-kin of the said E. F., the intestate. (3) And let the defendant, within one week after the taxation of the said costs by the [blank] \* as aforesaid, pay the remaining one-third share of the said residue to G. H., as the brother and the other next-of-kin of the said E. F., the intestate.

No. 21.

INTERIM DECREE IN A SUIT FOR DISSOLUTION OF PARTNERSHIP AND THE TAKING OF PARTNERSHIP ACCOUNTS.

(Title.)

It is declared that the proportionate shares of the parties in the partnership are as follows:— It is declared that this partnership shall stand dissolved [or shall be deemed to have been dissolved] as from the [blank] day of [blank], and it is ordered dissolution thereof as from that day be advertised in the [blank] Gazette, etc. It is ordered that [blank] be the receiver of the partnership-estate and effects in this suit and let in all the outstanding book-debts and claims of the partnership. It is ordered that the following accounts be taken:— An account of the credits, property and effects now belonging to the said partnership; An account of the debts and liabilities of the said partnership; An account of all dealings and transactions between the plaintiff and defendant, from the foot of [blank] account exhibited in this suit and marked (A), and not disturbing any subsequent settled [blank] It is ordered that the goodwill of the business heretofore carried on by the plaintiff and defendant [blank] mentioned, and the stock-in-trade, be sold on the premises, and that the [blank] \* may, [blank] application of any of the parties, fix a reserved bidding for all or any of the lots at such sale, and [blank] of the parties is to be at liberty to bid at the sale. It is ordered that the above accounts be taken, and all the other acts required to be done be [blank] before the [blank] day of [blank], and that the [blank] [blank] result of the accounts, and that all other acts are completed, and have his certificate in this [blank] day for the inspection of the parties on the [blank] day of [blank]. Lastly, it is ordered that this suit stand adjourned for making a final decree to the [blank]

No. 22.

DECREE IN A SUIT FOR DISSOLUTION OF PARTNERSHIP AND TAKING OF PARTNERSHIP ACCOUNTS.

(Title.)

It is declared that the proportionate shares of the parties in the partnership are as follows:— It is declared that this partnership shall stand dissolved [or shall be deemed to have been dissolved] as from the [blank] day of [blank], and it is ordered dissolution thereof as from that day be advertised in the [blank] Gazette, etc. It is ordered that [blank] be the receiver of the partnership-estate and effects in this suit and let in all the outstanding book-debts and claims of the partnership. It is ordered that the following accounts be taken:— An account of the credits, property and effects now belonging to the said partnership; An account of the debts and liabilities of the said partnership; An account of all dealings and transactions between the plaintiff and defendant, from the foot of [blank] account exhibited in this suit and marked (A), and not disturbing any subsequent settled [blank] It is ordered that the goodwill of the business heretofore carried on by the plaintiff and defendant [blank] mentioned, and the stock-in-trade, be sold on the premises, and that the [blank] \* may, [blank] application of any of the parties, fix a reserved bidding for all or any of the lots at such sale, and [blank] of the parties is to be at liberty to bid at the sale. It is ordered that the above accounts be taken, and all the other acts required to be done be [blank] before the [blank] day of [blank], and that the [blank] [blank] result of the accounts, and that all other acts are completed, and have his certificate in this [blank] day for the inspection of the parties on the [blank] day of [blank]. Lastly, it is ordered that this suit stand adjourned for making a final decree to the [blank]

*The Code of Civil Procedure, 1908.*  
*(The First Schedule.—Appendix D.—Decrees.)*

2. In payment of the costs of all parties in this suit, amounting to Rs.

[These costs must be ascertained before the decree is drawn up.]

3. In payment of the sum of Rs. \_\_\_\_\_ to the plaintiff as his share of the partnership-assets, of the sum of Rs. \_\_\_\_\_, being the residue of the said sum of Rs. \_\_\_\_\_ now in Court, to the defendant as his share of the partnership-assets.

[Or, And that the remainder of the said sum of Rs. \_\_\_\_\_ be paid to the said plaintiff [or defendant] in part payment of the sum of Rs. \_\_\_\_\_ certified to be due to him in respect of the partnership-accounts.]

4. And that the defendant [or plaintiff] do on or before the \_\_\_\_\_ day of \_\_\_\_\_ pay to the plaintiff [or defendant] the sum of Rs. \_\_\_\_\_ being the balance of the said sum of Rs. \_\_\_\_\_ due to him, which will then remain due.

No. 23.

**DECREE FOR RECOVERY OF LAND AND MESNE PROFITS.**

(Title)

It is hereby decreed as follows:—

(1) That the defendant do put the plaintiff in possession of the property specified in the schedule hereunto annexed.

(2) That the defendant do pay to the plaintiff the sum of Rs. \_\_\_\_\_ with interest thereon at the rate of \_\_\_\_\_ per cent. per annum to the date of realization on account of mesne profits which have accrued due prior to the institution of the suit.

Or

(2) That an inquiry be made as to the amount of mesne profits which have accrued due prior to the institution of the suit.

(3) That an inquiry be made as to the amount of mesne profits from the institution of the suit until [the delivery of possession to the decree-holder] [the relinquishment of possession by the judgment-debtor with notice to the decree-holder through the Court] [the expiration of three years from the date of the decree].

Schedule.

APPENDIX E.

EXECUTION.

No. 1.

TO SHOW CAUSE WHY A PAYMENT OR ADJUSTMENT SHOULD NOT BE RECORDED AS CERTIFIED.  
(O. 21, r. 2)

(Title.)

WHEREAS in execution of the decree in the above-named suit that the sum of Rs. \_\_\_\_\_ recoverable under the decree has been  $\frac{\text{paid}}{\text{adjusted}}$  and should be as certified, this is to give you notice that you are to appear before this Court on the \_\_\_\_\_ 19 \_\_\_\_\_, to show cause why the  $\frac{\text{payment}}{\text{adjustment}}$  aforesaid should not be re-

certified. \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Judge.

No. 2.

PRECEPT. (Section 46.)

(Title.)

WHEREAS hearing the decree-holder it is ordered that this precept be sent to the Court of \_\_\_\_\_ under section 46 of the Code of Civil Procedure, 1908, with directions to attach the \_\_\_\_\_ specified in the annexed schedule and to hold the same pending any application which may be \_\_\_\_\_ the decree-holder for execution of the decree.

Schedule.

\_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Judge.

No. 3.

ORDER SENDING DECREE FOR EXECUTION TO ANOTHER COURT. (O. 21, r. 6.)

(Title.)

WHEREAS the decree-holder in the above suit has applied to this Court for a certificate to be sent to \_\_\_\_\_ at \_\_\_\_\_ for execution of the decree in the above \_\_\_\_\_ the said Court, alleging that the judgment-debtor resides or has property within the local limits of \_\_\_\_\_ of the said Court, and it is deemed necessary and proper to send a certificate to the said \_\_\_\_\_ Order XXI, rule 6, of the Code of Civil Procedure, 1908, it is

Ordered:

\_\_\_\_\_ with a copy of the decree and of any \_\_\_\_\_ a copy of this order be sent to \_\_\_\_\_ may have been made for execution of the same and a certificate of non-satisfaction. \_\_\_\_\_ day of \_\_\_\_\_

The Code of Civil Procedure 1908.  
 (The First Schedule.—Appendix E.—Execution.)

No. 4.

CERTIFICATE OF NON-SATISFACTION OF DECREE. (O. 21, r. 6.)

(Title.)

Certified that no (1) satisfaction of the decree of this Court in Suit No. \_\_\_\_\_ of 19\_\_\_\_, a copy which is hereunto attached, has been obtained by execution within the jurisdiction of this Court. Dated the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

In the Court of \_\_\_\_\_  
 1

(1) If partial, strike out "no" and state to what extent.

Judge.

No. 5.

CERTIFICATE OF EXECUTION OF DECREE TRANSFERRED TO ANOTHER COURT. (O. 21, r. 6.)

(Title.)

Number of suits and the Court by which the decree was passed.	Names of parties.	Date of application for execution.	Number the execution case.	Processes issued and dates of service thereof.	Costs of execution.	Amount realized.	How the case is disposed of.	Remarks.
1	2	3	4	5	6	7	8	9
					Rs. A. P.	Rs. A. P.		

No. of suit

Name of parties.

1

2

755 of 1897.

A. B.—Plaintiff  
 C. D.—Defendant.

I and belief.

Dated the

by

No. 6.

APPLICATION FOR EXECUTION OF DECREE. (O. 21, r. 11.)

the Court of

, decree-holder, hereby apply for execution of the decree herein below set forth :—

1	2	3	4	5	6	7	8	9	10							
Names of parties.	Date of decree.	Whether any appeal preferred from decree.	Payment or adjustment made, if any.	Previous application, if any, with date and result.	Amount with interest due upon the decree or other relief granted thereby together with particulars of any cross decree.	Amount of costs, if any, awarded.	Against whom to be executed.	Mode in which the assistance of the Court is required.								
A, B.—Plaintiff. C, D.—Defendant.	October 11th, 1897.	No.	None.	Rs. 72-4 recorded on application, dated the 4th March, 1899.	Rs. 314-8-2 principal [interest at 6 per cent. per annum, from date of decree till payment].	<table border="0"> <tr> <td>Rs. A. P.</td> <td></td> </tr> <tr> <td>As awarded in the decree</td> <td>47 10 4</td> </tr> <tr> <td>Subsequently incurred</td> <td>8 2 0</td> </tr> <tr> <td>Total</td> <td>55 12 4</td> </tr> </table>	Rs. A. P.		As awarded in the decree	47 10 4	Subsequently incurred	8 2 0	Total	55 12 4	Against the defendant C. D.	<p>[When attachment and sale of moveable property is sought.]</p> <p>I pray that the total amount of Rs. [together with interest on the principal sum up to date of payment] and the costs of taking out this execution, be realized by attachment and sale of defendant's moveable property as per annexed list and paid to me.</p> <p>[When attachment and sale of immoveable property is sought.]</p> <p>I pray that the total amount of Rs. [together with interest on the principal sum up to date of payment] and the costs of taking out this execution be realized by the attachment and sale of defendant's immoveable property specified at the foot of this application and paid to me.</p>
Rs. A. P.																
As awarded in the decree	47 10 4															
Subsequently incurred	8 2 0															
Total	55 12 4															

declare that what is stated herein is true to the best of my knowledge

Signed

, Decree-holder.

day of

19

[When attachment and sale of immoveable property is sought.]

Description and Specification of Property.

An undivided one-third share of the judgment-debtor in a house situated in the village of and bounded as follows:—

East by G's house; west by H's house; south by public road; north by private land and J's house.

I declare that what is stated in the above description is true to the best of my knowledge and belief, and so far as I have been able to ascertain in the interest of the defendant in the property specified.

*The Code of Civil Procedure 1908.*  
*(The First Schedule.—Appendix E.—Execution.)*

No. 7.

124

NOTICE TO SHOW CAUSE WHY EXECUTION SHOULD NOT ISSUE. (O. 21, r. 20.)

(Title.)

WHEREAS \_\_\_\_\_ has made application to this Court for execution of decree in Suit No. \_\_\_\_\_ of 19\_\_\_\_ on the allegation that the said decree has been transferred to him by assignment, this is to give notice that you are to appear before this Court on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, to show cause why execution of the said decree should not be granted.

GIVEN under my hand and the seal of the Court, this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_.

*Judge.*

No. 8.

WARRANT OF ATTACHMENT OF MOVEABLE PROPERTY IN EXECUTION OF A DECREE FOR MONEY.  
(O. 21, r. 30.)

(Title.)

To \_\_\_\_\_  
The Bailiff of the Court.

DECREE.			
Principal			
Interest			
Costs			
Costs of execution			
Further interest			
Total			

\_\_\_\_\_ was ordered by decree of this Court passed on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, in Suit No. \_\_\_\_\_ of \_\_\_\_\_, to pay to the plaintiff the sum of Rs. \_\_\_\_\_ as noted in the margin; and whereas the said sum of Rs. \_\_\_\_\_ has not been paid; These are to command you to attach the moveable property of \_\_\_\_\_ said \_\_\_\_\_ as set forth in the schedule hereunto annexed, or which shall be pointed out to you by the said \_\_\_\_\_, and unless the said \_\_\_\_\_ shall pay to you the said sum of Rs. \_\_\_\_\_ together with Rs. \_\_\_\_\_ costs of this attachment, to hold the same until further orders from this Court.

You are further commanded to return this warrant on or before the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, with an endorsement certifying the day on which and manner in which it has been executed, why it has not been executed.

GIVEN under my hand and the seal of the Court, this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_.  
*Schedule.*

*Judge.*

No. 9.

WARRANT FOR SEIZURE OF SPECIFIC MOVEABLE PROPERTY ADJUDGED BY DECREE. (O. 21, r. 31.)

(Title.)

To \_\_\_\_\_  
The Bailiff of the Court.

WHEREAS \_\_\_\_\_ was ordered by decree of this Court passed on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, in Suit No. \_\_\_\_\_ of \_\_\_\_\_, to deliver to the plaintiff the specific moveable property (or a specified part thereof) which was adjudged by the said decree, and whereas the said property has not been delivered to the plaintiff, these are to command you to seize the said specific moveable property (or a specified part thereof) and to deliver it to the plaintiff, and to deliver to him a receipt therefor.

(The First Schedule.—Appendix E.—Execution.)

No. 10.

NOTICE TO STATE OBJECTIONS TO DRAFT OF DOCUMENT. (O. 21, r. 34.)

(Title.)

TAKE notice that on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ the decree-  
holder in the above suit presented an application to this Court that the Court may execute on your behalf  
whereof a draft is hereunto annexed, of the immoveable property specified  
under, and that the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ is appointed for the hearing  
of the said application; and that you are at liberty to appear on the said day and to state in writing any  
objections to the said draft.

Description of Property.

GIVEN under my hand and the seal of the Court, this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_.

Judge.

No. 11.

WARRANT TO THE BAILIFF TO GIVE POSSESSION OF LAND, ETC. (O. 21, r. 35.)

(Title.)

The Bailiff of the Court.  
WHEREAS the undermentioned property in the occupancy of \_\_\_\_\_  
has been decreed to \_\_\_\_\_, the plaintiff in this suit; You are hereby directed to  
take possession of the same, and you are hereby authorized to  
compel any person bound by the decree who may refuse to vacate the same.

GIVEN under my hand and the seal of the Court, this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_.

Schedule.

Judge.

No. 12.

NOTICE TO SHOW CAUSE WHY WARRANT OF ARREST SHOULD NOT ISSUE. (O. 21, r. 37.)

(Title.)

WHEREAS \_\_\_\_\_ has made  
an application to this Court for execution of decree in suit No. \_\_\_\_\_ of 19\_\_\_\_ by arrest and imprisonment of  
\_\_\_\_\_ a person, you are hereby required to appear before this Court on the \_\_\_\_\_ day of \_\_\_\_\_  
19\_\_\_\_ to show cause why you should not be committed to the civil prison in execution of the said decree.

GIVEN under my hand and the seal of the Court, this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_.

Judge.

No. 13.

WARRANT OF ARREST IN EXECUTION. (O. 21, r. 38.)

(Title.)

The Bailiff of the Court.  
WHEREAS \_\_\_\_\_  
\_\_\_\_\_ dated the \_\_\_\_\_  
\_\_\_\_\_ was duly executed by \_\_\_\_\_ of the Court in the  
\_\_\_\_\_ decree-holder the sum of \_\_\_\_\_  
\_\_\_\_\_ who has failed to satisfy the same  
in the said decree by \_\_\_\_\_ in satisfaction of the said  
\_\_\_\_\_ and unless the said \_\_\_\_\_ or any party  
interested in the said \_\_\_\_\_ together with Rs. \_\_\_\_\_  
\_\_\_\_\_ as execution of this process shall be  
\_\_\_\_\_ to \_\_\_\_\_ with all \_\_\_\_\_

*The Code of Civil Procedure 1908.*  
*(The First Schedule.—Appendix E.—Execution.)*

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with an endorsement certifying the day on which and in manner in which it has been executed, or reason why it has not been executed.

GIVEN under my hand and the seal of the Court, this \_\_\_\_\_ day of \_\_\_\_\_ 19 .

*Judge.*

No. 14.

WARRANT OF COMMITTAL OF JUDGMENT-DEBTOR TO JAIL. (O. 21, r. 40.)

(Title.)

To \_\_\_\_\_  
The Officer in charge of the Jail at \_\_\_\_\_

WHEREAS \_\_\_\_\_  
been brought before this Court this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_, under a warrant of execution of a decree which was made and pronounced by the said Court on the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_, and by which decree it was ordered that the said \_\_\_\_\_ should pay \_\_\_\_\_; And whereas the said \_\_\_\_\_ has not obeyed the decree, nor satisfied the Court that he is entitled to be discharged from custody; You are hereby commanded and required to take and receive the said \_\_\_\_\_ into the civil prison and keep him imprisoned therein for a period exceeding \_\_\_\_\_ or until the said decree shall be fully satisfied, or the said \_\_\_\_\_ shall be otherwise entitled to be released according to the terms and provisions of section 58 of the Code of Civil Procedure, 1908; and the Court does hereby fix \_\_\_\_\_ annas per diem as the rate of monthly allowance for the subsistence of the said \_\_\_\_\_ during his confinement under this warrant of committal.

GIVEN under my signature and the seal of this Court, this \_\_\_\_\_ day of \_\_\_\_\_ 19 .

*Judge.*

No. 15.

ORDER FOR THE RELEASE OF A PERSON IMPRISONED IN EXECUTION OF A DECREE. (Sections 58 and 59.)

(Title.)

To \_\_\_\_\_  
The Officer in charge of the Jail at \_\_\_\_\_

UNDER orders passed this day, you are hereby directed to set free \_\_\_\_\_ judgment-debtor now in your custody.  
Dated \_\_\_\_\_

*Judge.*

No. 16.

ATTACHMENT IN EXECUTION.

PROHIBITORY ORDER, WHERE THE PROPERTY TO BE ATTACHED CONSISTS OF MOVABLE PROPERTY TO WHICH THE DEFENDANT IS ENTITLED SUBJECT TO THE CLAIM OF RIGHT OF SOME OTHER PERSON TO THE IMMEDIATE POSSESSION THEREOF. (O. 21, r. 41.)

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PROHIBIT  
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GIVEN  
PROHIBIT  
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GIVE

Under my hand and the seal of the Court, this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Judge.

No. 17.

ATTACHMENT IN EXECUTION.

WARRANT FOR WRIT OF HABEAS CORPUS, WHERE THE PROPERTY CONSISTS OF DEBTS OR SECURED BY NEGOTIABLE INSTRUMENTS. (O. 21, r. 46.)

(Title.)

WHEREAS \_\_\_\_\_ has failed to satisfy a decree passed against \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_ of 19 \_\_\_\_\_, in favour of \_\_\_\_\_, for Rs. \_\_\_\_\_; It is ordered that you, the defendant, be, and is hereby, prohibited and restrained, until the further order of this Court, from making payment of the said debt, or from receiving payment of any dividends thereon; and that you, the said \_\_\_\_\_, be, and you are hereby, prohibited and restrained, until the further order of this Court, from making payment of the said debt, or from receiving payment of any dividends thereon, to any person whomsoever or otherwise than into this Court.

Under my hand and the seal of the Court, this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Judge.

No. 18.

ATTACHMENT IN EXECUTION.

WARRANT FOR WRIT OF HABEAS CORPUS, WHERE THE PROPERTY CONSISTS OF SHARES IN THE CAPITAL OF A CORPORATION. (O. 21, r. 46.)

(Title.)

\_\_\_\_\_, Secretary of \_\_\_\_\_ Defendant, and to \_\_\_\_\_ Corporation.

WHEREAS \_\_\_\_\_ has failed to satisfy a decree passed against \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_, in Suit No. \_\_\_\_\_ of 19 \_\_\_\_\_, in favour of \_\_\_\_\_, for \_\_\_\_\_; It is ordered that you, the defendant, be, and you are hereby, prohibited and restrained, until the further order of this Court, from making any transfer of \_\_\_\_\_ shares in the aforesaid Corporation, namely, \_\_\_\_\_, or from receiving payment of any dividends thereon; and that you, the Secretary of the said Corporation, are hereby prohibited and restrained, until the further order of this Court, from making any such transfer or making any such payment.

Under my hand and the seal of the Court, this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Judge.

No. 19.

WARRANT FOR WRIT OF HABEAS CORPUS, WHERE THE PROPERTY CONSISTS OF SALARY OF PUBLIC OFFICER OR SERVANT OF RAILWAY COMPANY OR LOCAL AUTHORITY. (O. 21, r. 48.)

(Title.)

WHEREAS \_\_\_\_\_ judgment-debtor in the above-named case, is a (describe office of \_\_\_\_\_) receiving his salary (or allowances) at your hands; and whereas \_\_\_\_\_, decree-holder in the said case, has applied in this Court for the attachment of the salary (or allowances) of the said \_\_\_\_\_ to the extent of \_\_\_\_\_ due to him under the said decree; You are hereby required to attach the said salary (or allowances) from time to time, and to remit the said sum (or moiety, or part) to this Court.

Under my hand and the seal of the Court, this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

The Code of Civil Procedure 1908.  
(The First Schedule,--Appendix E.--Execution.)

No. 20.

ORDER OF ATTACHMENT OF NEGOTIABLE INSTRUMENT. (O. 21, r. 31.)  
(Title.)

To

The Bailiff of the Court.

WHEREAS an order has been passed by this Court on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, for the attachment of \_\_\_\_\_  
You are hereby directed to seize the said \_\_\_\_\_ and bring the same into Court.

GIVEN under my hand and the seal of the Court, this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Judge.

No. 21.

ATTACHMENT.

PROHIBITORY ORDER WHERE THE PROPERTY CONSISTS OF MONEY OR OF ANY SECURITY IN CUSTODY OF A COURT OF JUSTICE OR OFFICER OF GOVERNMENT. (O. 21, r. 52.)

(Title.)

To

SIR,

The plaintiff having applied, under rule 22 of Order XXI of the Code of Civil Procedure, 1908, for attachment of certain money now in your hands (*here state, how the money is supposed to be in the hands of the person addressed, on what account, etc.*), I request that you will hold the said money subject to further order of this Court.

I have the honour to be,

SIR,

Your most obedient Servant,

Dated the \_\_\_\_\_

day of \_\_\_\_\_

19\_\_\_\_

Judge.

No. 22.

NOTICE OF ATTACHMENT OF A DECREE TO THE COURT WHICH PASSED IT. (O. 21, r. 53.)

(Title.)

To

The Judge of the Court of \_\_\_\_\_

SIR,

I have the honour to inform you that the decree obtained in your Court on the \_\_\_\_\_ of \_\_\_\_\_ 19\_\_\_\_, by \_\_\_\_\_ in Suit No. \_\_\_\_\_ of \_\_\_\_\_

was \_\_\_\_\_  
has been attached by this Court on the \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_ of you \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_

No. 23.

NOTICE OF ATTACHMENT OF A DECREE TO THE HOLDER OF THE DECREE. (O. 21, r. 53.)

(Title.)

WHEREAS an application has been made in this Court by the decree-holder in the above suit for attachment of a decree obtained by you on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, in \_\_\_\_\_ in Suit No. \_\_\_\_\_ of 19\_\_\_\_, in which \_\_\_\_\_ was \_\_\_\_\_ and \_\_\_\_\_ was \_\_\_\_\_; It is ordered that you, \_\_\_\_\_, be, and you are hereby, prohibited and restrained, until the further order of the Court, from transferring or charging the same in any way.  
Under my hand and the seal of the Court, this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_.

Judge.

No. 24.

ATTACHMENT IN EXECUTION.

PROHIBITORY ORDER, WHERE THE PROPERTY CONSISTS OF IMMOVEABLE PROPERTY. (O. 21, r. 54.)

(Title.)

Defendant.

WHEREAS you have failed to satisfy a decree passed against you on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, in Suit No. \_\_\_\_\_ of 19\_\_\_\_, in favour of \_\_\_\_\_, for Rs. \_\_\_\_\_; It is ordered that you, the \_\_\_\_\_, be, and you are hereby, prohibited and restrained, until the further order of the Court, from transferring or charging the property specified in the schedule hereunto annexed, in whole or otherwise, and that all persons be, and that they are hereby, prohibited from receiving the same by purchase, gift or otherwise.

Under my hand and the seal of the Court, this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_.

Schedule.

Judge.

No. 25.

ORDER FOR PAYMENT TO THE PLAINTIFF, ETC., OF MONEY, ETC., IN THE HANDS OF A THIRD PARTY. (O. 21, r. 56.)

(O. 21, r. 56.)

(Title.)

WHEREAS the following property \_\_\_\_\_ has been attached in execution of a decree in Suit No. \_\_\_\_\_ of \_\_\_\_\_ 19\_\_\_\_, passed on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, in favour of \_\_\_\_\_, for Rs. \_\_\_\_\_; It is ordered that the property so attached, \_\_\_\_\_, in money and Rs. \_\_\_\_\_, in current notes, or a sufficient part thereof to satisfy the said decree, shall be paid over by you, \_\_\_\_\_, to \_\_\_\_\_.  
Under my hand and the seal of the Court, this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_.

(The First Schedule.—Appendix E.—Execution.)

No. 26.

NOTICE TO ATTACHING CREDITOR. (O. 21, r. 58.)

(Title.)

To \_\_\_\_\_

WHEREAS \_\_\_\_\_ has made application to this Court for the rem  
 attachment on \_\_\_\_\_ placed at your instance in execution of the decree  
 No. \_\_\_\_\_ of 19 \_\_\_\_\_, this is to give you notice to appear before this Court on  
 day of \_\_\_\_\_ 19 \_\_\_\_\_, either in person or by a pleader of the Court duly inst  
 to support your claim, as attaching creditor.

GIVEN under my hand and the seal of the Court, this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_.

Judge.

No. 27.

WARRANT OF SALE OF PROPERTY IN EXECUTION OF A DECREE FOR MONEY. (O. 21, r. 66.)

(Title.)

To \_\_\_\_\_

The Bailiff of the Court.

THESE are to command you to sell by auction, after giving  
 previous notice, by affixing the same in this Court-house, and after making due proclamation, the  
 under a warrant from this Court, dated the \_\_\_\_\_ property at  
 19 \_\_\_\_\_, in execution of a decree in favour of \_\_\_\_\_ day of  
 of 19 \_\_\_\_\_, or so much of the said property as shall realize the sum of Rs. \_\_\_\_\_  
 of the said decree and costs still remaining unsatisfied.

You are further commanded to return this warrant on or before the \_\_\_\_\_ day of  
 19 \_\_\_\_\_, with an endorsement certifying the manner in which it has been executed, or the reason why  
 not been executed.

GIVEN under my hand and the seal of the Court, this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_.

Judge.

No. 28.

NOTICE OF THE DAY FIXED FOR SETTLING A SALE PROCLAMATION. (O. 21, r. 66.)

(Title.)

To \_\_\_\_\_

WHEREAS in the above-named suit \_\_\_\_\_  
 applied for the sale of \_\_\_\_\_  
 that the \_\_\_\_\_ day of \_\_\_\_\_  
 settling the terms of the proclamation of sale. \_\_\_\_\_

GIVEN under my hand and the seal of the Court, this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_.

Judge.

will be by public auction, and the property will be put up for sale in the lots specified in the schedule below; and the liabilities and claims attaching to the said property, so far as they have been ascertained, are those specified in the schedule against each lot.

In the absence of any order of postponement, the sale will be held by public auction on the \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ o'clock on the \_\_\_\_\_ at \_\_\_\_\_

In the event, however, of the debt above specified and of the costs of the sale being rendered or paid before the knocking down of any lot, the sale will be stopped.

The public generally are invited to bid, either personally or by duly authorized agent. No bid on behalf of the judgment-creditors above-mentioned, however, will be accepted, nor will any sale be valid without the express permission of the Court previously given. The following are the

*Conditions of Sale.*

The particulars specified in the schedule below have been stated to the best of the information of the Court, but the Court will not be answerable for any error, mis-statement or omission in this pro-

the amount by which the biddings are to be increased shall be determined by the officer conducting the sale. In the event of any dispute arising as to the amount bid, or as to the bidder, the lot shall be again put up to auction.

The highest bidder shall be declared to be the purchaser of any lot, provided always that he is qualified to bid, and provided that it shall be in the discretion of the Court or officer holding the sale to decline acceptance of the highest bid when the price offered appears so clearly inadequate as to be advisable to do so.

For reasons recorded, it shall be in the discretion of the officer conducting the sale to adjourn it always to the provisions of rule 69 of Order XXI.

In the case of moveable property, the price of each lot shall be paid at the time of sale or as directed by the officer holding the sale, and in default of payment the property shall forthwith be put up and re-sold.

In the case of immoveable property, the person declared to be the purchaser shall pay immediately on the day of declaration a deposit of 25 per cent. on the amount of his purchase-money to the officer conducting the sale, and in default of such deposit the property shall forthwith be put up again and re-sold.

The full amount of the purchase-money shall be paid by the purchaser before the Court closes on the \_\_\_\_\_ day after the sale of the property, exclusive of such day, or if the fifteenth day be a Sunday or public holiday, then on the first office day after the fifteenth day.

In default of payment of the balance of purchase-money within the period allowed, the property shall be re-sold after the issue of a fresh notification of sale. The deposit, after defraying the expenses of the sale, may, if the Court thinks fit, be forfeited to Government and the defaulting purchaser shall forfeit to the property or to any part of the sum for which it may be subsequently sold.

Done under my hand and the seal of the Court, this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

*Judge.*

*Schedule of Property.*

Description of property to be sold, with the name of each owner where there are more than one.	The revenue assessed upon the estate or part of the estate, if the property to be sold is an interest in an estate or a part of an estate paying revenue to Government.	Detail of any incumbrances to which the property is liable.	Claims, if any, which have been put forward to the property, and any other known particulars bearing on its nature and value.

been fixed for the sale of the said property, copies of the pro-  
of sale are, by this warrant made over to you, and you are hereby ordered to have the proclamation  
by beat of drum within each of the properties specified in the said schedule, to affix a copy of the  
clamation on a conspicuous part of each of the said properties and afterwards on the court-house,  
to submit to this Court a report showing the dates on which and the manner in which the pro-  
have been published.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 19 .

SCHEDULE.

No. 31.

CERTIFICATE BY OFFICER HOLDING A SALE OF THE DEFICIENCY OF PRICE ON A RE-SALE  
PROPERTY BY REASON OF THE PURCHASER'S DEFAULT. (O. 21, r. 71.)

(Title.)

Certified that at the re-sale of the property in execution of the decree in the above-named  
consequence of default on the part of the purchaser, there was a deficiency in the price of  
property amounting to Rs. \_\_\_\_\_ and that the expenses attending such re-sale amount  
Rs. \_\_\_\_\_, making a total of Rs. \_\_\_\_\_, which sum is recoverable from the default

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 19 .

*Officer holding the sale.*

No. 32.

NOTICE TO PERSON IN POSSESSION OF MOVEABLE PROPERTY SOLD IN EXECUTION. (O. 21, r. 72.)

(Title.)

To \_\_\_\_\_

WHEREAS  
has become the purchaser at a public sale in execution of the decree in the above suit of  
now in your possession, you are hereby  
from delivering possession of the said  
to any person except the said

GIVEN under my hand and the seal of the Court, this \_\_\_\_\_ day of \_\_\_\_\_ 19 .

No. 33.

PROHIBITORY ORDER AGAINST PAYMENT OF DEBTS SOLD IN EXECUTION TO ANY OTHER  
PURCHASER. (O. 21, r. 79.)

(Title.)

To \_\_\_\_\_

WHEREAS  
became the purchaser at a public sale in execution of the decree in the above suit of  
and to

133  
*The Code of Civil Procedure 1908.*  
 (The First Schedule.—Appendix E.—Execution.)

No. 34.

PROMITORY ORDER AGAINST THE TRANSFER OF SHARES SOLD IN EXECUTION. (O. 21, r. 79.)  
 (Title.)

To \_\_\_\_\_ and \_\_\_\_\_, Secretary of \_\_\_\_\_ Corporation.

WHEREAS \_\_\_\_\_ has become the purchaser at a public sale in execution of the decree, in the above suit, of certain shares in the above Corporation, that is to say, of \_\_\_\_\_ standing in the name of you \_\_\_\_\_; It is ordered that you \_\_\_\_\_ be, and you are hereby, prohibited from making any transfer of the said shares to any person except the said \_\_\_\_\_, the purchaser aforesaid, or from receiving any dividends thereon and you \_\_\_\_\_ Secretary of the said Corporation, from permitting any such transfer or making any such payment to any person except the said \_\_\_\_\_, the purchaser aforesaid.

GIVEN under my hand and the seal of the Court, this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_.

*Judge.*

No. 35.

CERTIFICATE TO JUDGMENT-DEBTOR AUTHORIZING HIM TO MORTGAGE, LEASE OR SELL PROPERTY.  
 (O. 21, r. 83.)  
 (Title.)

WHEREAS in execution of the decree passed in the above suit an order was made on the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_ for the sale of the under-mentioned property of the judgment-debtor \_\_\_\_\_, and whereas the Court has, on the application of the said judgment-debtor, responded the said sale to enable him to raise the amount of the decree by mortgage, lease or private sale of the said property or of some part thereof :

This is to certify that the Court doth hereby authorize the said judgment-debtor to make the proposed mortgage, lease or sale within a period of \_\_\_\_\_ from the date of this certificate; provided that all monies payable under such mortgage, lease or sale shall be paid into this Court and not to the said judgment-debtor.

*Description of property.*

GIVEN under my hand and the seal of the Court, this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_.

*Judge.*

No. 36.

NOTICE TO SHOW CAUSE WHY SALE SHOULD NOT BE SET ASIDE. (O. 21, rr. 90, 92.)  
 (Title.)

WHEREAS the under-mentioned property was sold on the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_ in execution of the decree passed in the above-named suit, and whereas \_\_\_\_\_ the decree-holder [or judgment-debtor] has applied to this Court to set aside the sale of the said property on the ground of a material irregularity [or fraud] in publishing [or conducting] the sale, namely, that \_\_\_\_\_

take notice that if you have any cause to show why the said application should not be granted, you should appear with your proofs in this Court on the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_, when the said application will be heard and determined.

GIVEN under my hand and the seal of the Court, this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_.

*Description of property.*

The Code of Civil Procedure 1908.  
(The First Schedule.—Appendix E.—Execution.)

No. 37.

NOTICE TO SHOW CAUSE WHY SALE SHOULD NOT BE SET ASIDE. (O. 21, r. 94.)  
(Title.)

To  
WHEREAS  
under-mentioned property sold on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_,  
of the decree passed in the above-named suit, has applied to this Court to set aside the sale  
perty on the ground that \_\_\_\_\_, the judgment  
saleable interest therein :

Take notice that if you have any cause to show why the said application should not be  
should appear with your proofs in this Court on the \_\_\_\_\_ day of \_\_\_\_\_  
when the said application will be heard and determined.

GIVEN under my hand and the seal of the Court, this \_\_\_\_\_ day of \_\_\_\_\_  
Description of property.

No. 38.

CERTIFICATE OF SALE OF LAND. (O. 21, r. 94.)  
(Title.)

THIS is to certify that  
sale by public auction on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ has been declared the  
that the said sale has been duly confirmed by this Court. \_\_\_\_\_ of  
in execution of decree No. \_\_\_\_\_ of \_\_\_\_\_

GIVEN under my hand and the seal of the Court, this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

No. 39.

ORDER FOR DELIVERY TO CERTIFIED PURCHASER OF LAND AT A SALE IN EXECUTION.  
To  
(Title.)

The Bailiff of the Court.

WHEREAS \_\_\_\_\_ has become the certified purchaser  
at a sale in execution of decree in Suit No. \_\_\_\_\_ of 19\_\_\_\_; You are  
to put the said \_\_\_\_\_, the certified purchaser, as aforesaid  
of the same.

GIVEN under my hand and the seal of the Court, this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

No. 40.

SUMMONS TO APPEAR AND ANSWER CHARGE OF OBSTRUCTING EXECUTION OF DECREE.  
To  
(Title.)

WHEREAS \_\_\_\_\_, the decree  
above suit, has complained to this Court that you have resisted (or obstructed) the officer of  
execution of the warrant for possession :

You are hereby summoned to appear in this Court on the \_\_\_\_\_ day of \_\_\_\_\_  
at \_\_\_\_\_ A.M., to answer the said complaint.

GIVEN under my hand and the seal of the Court, this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

*The Code of Civil Procedure 1908.**(The First Schedule.—Appendix E.—Execution.)*

No. 41.

WARRANT OF COMMITTAL. (O. 21, r. 98.)

(Title.)

The Officer in Charge of the Jail at

WHEREAS the undermentioned property has been decreed to  
 , the plaintiff in this suit, and whereas the Court is satisfied that without  
 just cause resisted [or obstructed] and is still resisting [or obstructing] the said  
 obtaining possession of the property, and whereas the said has made application to this  
 Court that the said be committed to the civil prison ;

You are hereby commanded and required to take and receive the said into the civil  
 and to keep him imprisoned therein for the period of days.

GIVEN under my hand and the seal of the Court, this day of 19 .

*Judge.*

No. 42.

AUTHORITY OF THE COLLECTOR TO STAY PUBLIC SALE OF LAND. (Section 72.)

(Title.)

Collector of

In answer to your communication No. , dated , representing that the sale  
 execution of the decree in this suit of land situate within your district  
 objectionable, I have the honour to inform you that you are authorized to make provision for the  
 execution of the said decree in the manner recommended by you.

I have the honour to be,

SIR,

Your obedient Servant

*Judge.*