

APPENDIX A**PLEADINGS****(1) Titles of Suits**

IN THE COURT OF

A. B. (*add description and residence*) plaintiff,*Against*C. D. (*add description and residence*) Defendant.**(2) Description of Parties in Particular Cases**¹[Bangladesh]

The Advocate General of _____

The Collector of _____

²[* * *] _____

The A. B. Company, Limited, having its registered office at

A. B., a public officer of the C. D. Company.

A. B. (*add description and residence*), on behalf of himself and all other creditors of C. D., late of (*add description and residence*).A. B. (*add description and residence*), on behalf of himself and all other holders of debentures issued by the Company, Limited,

The Official Receiver.

A. B., a minor (*add description and residence*), by C. D. [or by the Court of wards], his next friend.A. B. (*add description and residence*), a person of unsound mind [or of weak mind], by C. D., his friend.

¹ The word "Bangladesh" was substituted, for the words and comma "Pakistan or the Province of, as the case may be" by section 3 and 2nd Schedule of the Bangladesh Laws (Revision and Declaration) Act, 1973 (Act No. VIII of 1973).

² The words "The state of" were omitted by section 3 and 2nd Schedule of the Bangladesh Laws (Revision and Declaration) Act, 1973 (Act No. VIII of 1973).

A. B., a firm carrying on business in partnership at _____

A. B. (*add description and residence*) by his constituted attorney C. D. (*add description and residence*).

A. B. (*add description and residence*), Shebait of Thakur.

A. B. (*add description and residence*), executor of C. D., deceased.

A. B. (*add description and residence*), heir of C. D., deceased.

(3) Plaints

No. 1

MONEY LENT

(Title)

A. B., the above-named plaintiff, states as follows:—

1. On the _____ day of _____ 19____, he lent the defendant Taka repayable on the _____ day of _____.

2. The defendant has not paid the same, except _____ Taka paid on the _____ day of _____ 19____.

[If the plaintiff claims exemption from any law of limitation, say:—]

3. The plaintiff was a minor [or insane] from the _____ day of _____ till the _____ day of _____.

4. [Facts showing when the cause of action arose and that the Court has Jurisdiction.]

5. The value of the subject-matter of the suit for the purpose of jurisdiction is _____ Taka and for the purpose of court-fees is _____ Taka.

6. The plaintiff claims _____ Taka, with interest at _____ percent from the _____ day of _____ 19____.

No. 2

MONEY OVERPAID

(Title)

A. B., the above-named plaintiff, states as follows:—

1. On the _____ day of _____ 19____, the plaintiff agreed to buy and the defendant agreed to sell _____ bars of silver at _____ [Taka] per tola of fine silver.

2. The plaintiff procured the said bars to be assayed by *E.F.*, who was paid by the defendant for such assay, and *E.F.* declared each of the bars to contain 1,500 tolas of fine silver, and the plaintiff accordingly paid the defendant _____ Taka.

3. Each of the said bars contained only 1,200 tolas of fine silver, of which fact the plaintiff was ignorant when he made the payment.

¹ The word "Taka" was substituted, for the word "annas" by section 3 and 2nd Schedule of the Bangladesh Laws (Revision and Declaration) Act, 1973 (Act No. VIII of 1973).

4. The defendant has not repaid the sum so overpaid.

[As in paras 4 and 5 of Form No. 1, and Relief claimed]

No. 3

GOODS SOLD AT A FIXED PRICE AND DELIVERED

(Title)

A. B., the above-named plaintiff, states as follows:—

1. On the day of 19 , E. F. sold and delivered to the defendant [one hundred barrels of flour, or the goods mentioned in the schedule hereto annexed, or sundry goods].

2. The defendant promised to pay Taka for the said goods on delivery [or on the day of , some day before the plaint was filed].

3. He has not paid the same.

4. E. F. died on the day of 19 . By his last will he appointed his brother, the plaintiff, his executor.

[As in paras 4 and 5 of Form No. 1]

7. The plaintiff as executor of E. F. claims [Relief claimed].

No. 4

GOODS SOLD AT A REASONABLE PRICE AND DELIVERED

(Title)

A. B., the above-named plaintiff, states as follows:—

1. On the day of 19 , plaintiff sold and delivered to the defendant [sundry articles of house-furniture], but no express agreement was made as to the price.

2. The goods were reasonably worth Taka.

3. The defendant has not paid the money.

[As in paras 4 and 5 of Form No. 1, and Relief claimed]

No. 5

GOODS MADE AT DEFENDANT'S REQUEST, AND NOT ACCEPTED

(Title)

A. B., the above-named plaintiff, states as follows:—

1. On the day of 19 , E. F. agreed with the plaintiff that the plaintiff should make for him [six tables and fifty chairs] and that E. F. should pay for the goods on delivery Taka.

2. The plaintiff made the goods, and on the day of 19 , offered to deliver them to E. F., and has ever since been ready and willing so to do.

3. E. F. has not accepted the goods or paid for them.

[As in paras 4 and 5 of Form No. I, and Relief claimed]

No. 6

DEFICIENCY UPON A RE-SALE [GOODS SOLD AT AUCTION]

(Title)

A. B., the above-named plaintiff, states as follows:—

1. On the day of 19 , the plaintiff put up at auction sundry [goods], subject to the condition that all goods not paid for and removed by the purchaser within [ten days] after the sale should be re-sold by auction on his account, of which condition the defendant had notice.

2. The defendant purchased [one crate of crockery] at the auction at the price of Taka.

3. The plaintiff was ready and willing to deliver the goods to the defendant on the date of the sale and for [ten days] after.

4. The defendant did not take away the goods purchased by him, nor pay for them within [ten days] after the sale, nor afterwards.

5. On the day of 19 , the plaintiff re-sold the [crate of crockery], on account of the defendant, by public auction, for Taka .

6. The expenses attendant upon such re-sale amounted to Taka.

7. The defendant has not paid the deficiency thus arising, amounting to Taka.

[As in paras 4 and 5 of Form No. I, and Relief claimed]

No. 7

SERVICES AT A REASONABLE RATE

(Title)

A. B., the above-named plaintiff, states as follows:—

1. Between the day of 19 , and the day of 19 , at , plaintiff [executed sundry drawings, designs and diagrams] for the defendant, at his request; but no express agreement was made as to the sum to be paid for such services.

2. The services were reasonably worth Taka.

3. The defendant has not paid the money.

[As in paras 4 and 5 of Form No. I, and Relief claimed]

No. 8

SERVICES AND MATERIALS AT A REASONABLE COST

(Title)

A. B., the above-named plaintiff, states as follows:—

1. On the day of 19 , at the plaintiff built a house [known as No. , in], and furnished the materials therefor, for the

defendant, at his request, but no express agreement was made as to the amount to be paid for such work and materials.

2. The work done and materials supplied were reasonably worth Taka.

3. The defendant has not paid the money.

[As in paras, 4 and 5 of Form No. I, and Relief claimed]

No. 9

USE AND OCCUPATION

(Title)

A. B., the above-named plaintiff, executor of the will of X. Y., deceased, states as follows:—

1. That the defendant occupied the [house No. Street], by permission of the said X. Y., from the day of 19 , until the day of 19 , and no agreement was made as to payment for the use of the said premises.

2. That the use of the said premises for the said period was reasonably worth Taka.

3. The defendant has not paid the money.

[As in paras, 4 and 5 of Form No. I],

6. The plaintiff as executor of X. Y., claims [Relief claimed],

No. 10

ON AN AWARD

(Title)

A. B., the above-named plaintiff, states as follows:—

1. On the day of 19 , the plaintiff and defendant, having a difference between them concerning [a demand of the plaintiff for the price of ten barrels of oil which the defendant refused to pay], agreed in writing to submit the difference to the arbitration of E. F. and G. H., and the original document is annexed hereto.

2. On the day of 19 , the arbitrators awarded that the defendant should [pay the plaintiff Taka.]

3. The defendant has not paid the money.

[As in paras 4 and 5 of Form No. I, and Relief claimed]

No. 11

ON A FOREIGN JUDGMENT

(Title)

A. B., the above-named plaintiff, states as follows:—

1. On the day of 19 , at in the State [or Kingdom] of , the Court of that State [or Kingdom], in a suit therein pending between the plaintiff and the defendant, duly adjudged that the defendant should pay to the plaintiff Taka, with interest from the said date.

2. The defendant has not paid the money.

[As in paras 4 and 5 of Form No. 1, and Relief claimed]

No. 12

AGAINST SURETY FOR PAYMENT OF RENT

(Title)

A. B., the above-named plaintiff, states as follows:—

1. On the day of 19 , *E. F.* hired from the plaintiff for the term of years, the [house No. , Street], at the annual rent of Taka, payable [monthly].

2. The defendant agreed, in consideration of the letting of the premises to *E. F.*, to guarantee the punctual payment of the rent.

3. The rent for the month of 19 , amounting to Taka, has not been paid.

[If, by the terms of the agreement, notice is required to be given to the surety, add:—]

4. On the day of 19 , the plaintiff gave notice to the defendant of the non-payment of the rent, and demanded payment thereof.

5. The defendant has not paid the same.

[As in paras 4 and 5 of Form No. 1, and Relief claimed]

No. 13

BREACH OF AGREEMENT TO PURCHASE LAND

(Title)

A. B., the above named plaintiff, states as follows:—

1. On the day of 19 , the plaintiff and defendant entered into an agreement, and the original document is hereto annexed.

[Or, on the day of 19 , the plaintiff and defendant mutually agreed that the plaintiff should sell to the defendant and that the defendant should purchase from the plaintiff forty bighas of land in the village of for Taka.

2. On the day of 19 , the plaintiff, being then the absolute owner of the property [and the same being free from all incumbrances as was made to appear to the defendant], tendered to the defendant a sufficient instrument of transfer of the same [or, was ready and willing, and is still ready and willing, and offered, to transfer the same to the defendant by a sufficient instrument] on the payment by the defendant of the sum agreed upon.

3. The defendant has not paid the money.

[As in paras 4 and 5 of Form No. I, and Relief claimed]

No. 14

NOT DELIVERING GOODS SOLD

(Title)

A. B., the above-named plaintiff, states as follows:-

1. On the day of 19 , the plaintiff and defendant mutually agreed that the defendant should deliver [one hundred barrels of flour] to the plaintiff on the day of 19 , and that the plaintiff should pay therefor Taka on delivery.
2. On the [said] day the plaintiff was ready and willing, and offered, to pay the defendant the said sum upon delivery of the goods.
3. The defendant has not delivered the goods, and the plaintiff has been deprived of the profits which would have accrued to him from such delivery.

[As in paras 4 and 5 of Form No. I, and Relief claimed]

No. 15

WRONGFUL DISMISSAL

(Title)

A. B., the above-named plaintiff, states as follows:-

1. On the day of 19 , the plaintiff and defendant mutually agreed that the plaintiff should serve the defendant as [an accountant, or in the capacity of foreman, or as the case may be], and that the defendant should employ the plaintiff as such for the term of [one year] and pay him for his services Taka [monthly].
2. On the day of 19 , the plaintiff entered upon the service of the defendant and has ever since been, and still is, ready and willing to continue in such service during the remainder of the said year whereof the defendant always has had notice.
3. On the day of 19 , the defendant wrongfully discharged the plaintiff, and refused to permit him to serve as aforesaid, or to pay him for his services.

[As in paras 4 and 5 of Form No. I, and Relief claimed]

No. 16

BREACH OF CONTRACT TO SERVE

(Title)

A. B., the above-named plaintiff, states as follows:-

1. On the day of 19 , the plaintiff and defendant mutually agreed that the plaintiff should employ the defendant at an [annual] salary of Taka, and that the

defendant should serve the plaintiff as [an artist] for the term of [one year].

2. The plaintiff has always been ready and willing to perform his part of the agreement [and on the day of 19 , offered so to do].

3. The defendant [entered upon] the service of the plaintiff on the above-mentioned day, but afterwards on the day of 19 , he refused to serve the plaintiff as aforesaid.

[As in paras 4 and 5 of Form No. 1, and Relief claimed]

No. 17

AGAINST A BUILDER FOR DEFECTIVE WORKMANSHIP

(Title)

A. B., the above-named plaintiff, states as follows:-

1. On the day of 19 , the plaintiff and defendant entered into an agreement, and the original document is hereto annexed, [Or state the tenor of the contract.]

[2. The plaintiff duly performed all the conditions of the agreement on his part.]

3. The defendant [built the house referred to in the agreement in a bad and unworkmanlike manner].

[As in paras 4 and 5 of Form No. 1, and Relief claimed]

ON A BOND FOR THE FIDELITY OF A CLERK

(Title)

A. B., the above-named plaintiff, states as follows:-

1. On the day of 19 , the plaintiff took E. F., into his employment as a clerk.

2. In consideration thereof, on the day of 19 , the defendant agreed with the plaintiff that if E. F. should not faithfully perform his duties as a clerk to the plaintiff, or should fail to account to the plaintiff for all monies, evidences of debt or other property received by him for the use of the plaintiff, the defendant would pay to the plaintiff whatever loss he might sustain by reason thereof, not exceeding Taka.

[Or, 2. In consideration thereof, the defendant by his bond of the same date bound himself to pay the plaintiff the penal sum of Taka, subject to the condition that if E. F. should faithfully perform his duties as clerk and cashier to the plaintiff and should justly account to the plaintiff for all monies, evidences of debt or other property which should be at any time held by him in trust for the plaintiff, the bond should be void.]

[Or, 2. In consideration thereof, on the same date the defendant executed a bond in favour of the plaintiff, and the original document is

hereto annexed.]

3. Between the day of 19 , and the day of 19 , *E. F.* received money and other property, amounting to the value of Taka, for the use of the plaintiff, for which sum he has not accounted to him, and the same still remains due and unpaid.

[As in paras 4 and 5 of Form No. 1, and Relief claimed]

No. 19

BY TENANT AGAINST LANDLORD, WITH SPECIAL DAMAGE

(Title)

A. B., the above-named plaintiff, states as follows:—

1. On the day of 19 , the defendant, by a registered instrument, let to the plaintiff [the house No. , Street] for the term of years, contracting with the plaintiff, that he, the plaintiff, and his legal representatives should quietly enjoy possession thereof for the said term.

2. All conditions were fulfilled and all things happened necessary to entitle the plaintiff to maintain this suit.

3. On the day of 19 , during the said term, *E.F.*, who was the lawful owner of the said house, lawfully evicted the plaintiff therefrom, and still withholds the possession thereof from him.

4. The plaintiff was thereby [prevented from continuing the business of a tailor at the said place, was compelled to expend Taka in moving, and lost the custom of *G. H.*, and *I. J.*, by such removal].

[As in paras 4 and 5 of Form No. 1, and Relief claimed]

No. 20

ON AN AGREEMENT OF INDEMNITY

(Title)

A. B., the above-named plaintiff, states as follows:—

1. On the day of 19 , the plaintiff and defendant, being partners in trade under the style of *A. B.* and *C. D.*, dissolved the partnership, and mutually agreed that the defendant should take and keep all the partnership property, pay all debts of the firm and indemnify the plaintiff against all claims that might be made upon him on account of any indebtedness of the firm.

2. The plaintiff duly performed all the conditions of the agreement on his part.

3. On the day of 19 , [a judgment was recovered against the plaintiff and defendant by *E. F.*, in the High Court Division¹ [* * *] at , upon a debt due from the firm to *E. F.*, and on the day of 19 ,] the plaintiff paid Taka [in satisfaction of the same].

4. The defendant has not paid the same to the plaintiff].

[As in paras 4 and 5 of Form No. 1, and Relief claimed]

No. 21

PROCURING PROPERTY BY FRAUD

(Title)

A. B., the above named plaintiff, states as follows:—

1. On the day of 19 , the defendant, for the purpose of inducing the plaintiff to sell him certain goods, represented to the plaintiff that [he, the defendant, was solvent, and worth Taka over all his liabilities].

2. The plaintiff was thereby induced to sell [and deliver] to the defendant, [dry goods] of the value of Taka.

3. The said representations were false [or state the particular false-hoods] and were then known by the defendant to be so.

4. The defendant has not paid for the goods. [Or, if the goods were not delivered.] The plaintiff, in preparing and shipping the goods and procuring their restoration, expended Taka.

[As in paras 4 and 5 of Form No. 1, and Relief claimed]

No. 22

FRAUDULENTLY PROCURING CREDIT TO BE GIVEN TO ANOTHER PERSON

(Title)

A. B., the above named plaintiff, states as follows:—

1. On the day of 19 , the defendant, represented to the plaintiff that *E. F.* was solvent and in good credit, and worth Taka over all his liabilities [or that *E. F.* then held a responsible situation and was in good circumstances, and might safely be trusted with goods on credit].

2. The plaintiff was thereby induced to sell to *E. F.* [rice] of the value of Taka [on months credit].

3. The said representations were false and were then known by the defendant to be so, and were made by him with intend to deceive and defraud the plaintiff [or to deceive and injure the plaintiff].

4. *E. F.* [did not pay for the said goods at the expiration of the

¹ The words "of Judicature" were omitted by section 3 and 2nd Schedule of the Bangladesh Laws (Revision and Declaration) Act, 1973 (Act No. VIII of 1973).

credit aforesaid, or] has not paid for the said rice, and the plaintiff has wholly lost the same.

[As in paras 4 and 5 of Form No. 1, and Relief claimed]

No. 23

POLLUTING THE WATER UNDER THE PLAINTIFF'S LAND

(Title)

A. B., the above-named plaintiff, states as follows:—

1. The plaintiff is, and at all the times hereinafter mentioned was, possessed of certain land called _____ and situate in _____ and of a well therein, and of water in the well, and was entitled to the use and benefit of the well and of the water therein, and to have certain springs and streams of water which flowed and ran into the well to supply the same to flow or run without being fouled or polluted.

2. On the _____ day of _____ 19____, the defendant wrongfully fouled and polluted the well and the water therein and the springs and streams of water which flowed into the well.

3. In consequence the water in the well became impure and unfit for domestic and other necessary purposes, and the plaintiff and his family are deprived of the use and benefit of the well and water.

[As in paras 4 and 5 of Form No. 1, and Relief claimed]

No. 24

CARRYING ON A NOXIOUS MANUFACTURE

(Title)

A. B., the above named plaintiff, states as follows:—

1. The plaintiff is, and at all the times hereinafter mentioned was, possessed of certain lands called _____, situated in _____.

2. Ever since the _____ day of _____ 19____, the defendant has wrongfully caused to issue from certain smelting works carried on by the defendant large quantities of offensive and unwholesome smoke and other vapours and noxious matter, which spread themselves over and upon the said lands and corrupted the air, and settled on the surface of the lands.

3. Thereby the trees, hedges, herbage and crops of the plaintiff growing on the lands were damaged and deteriorated in value, and the cattle and live-stock of the plaintiff on the lands became unhealthy, and many of them were poisoned and died.

4. The plaintiff was unable to graze the lands with cattle and sheep as he otherwise might have done, and was obliged to remove his cattle, sheep and farming-stock therefrom, and has been prevented

from having to beneficial and healthy a use and occupation of the lands as he otherwise would have had.

[As in paras 4 and 5 of Form No. 1, and Relief claimed]

No. 25

OBSTRUCTING A RIGHT OF WAY

(Title)

A. B. the above-named plaintiff, states as follows:—

1. The plaintiff is, and at the time hereinafter mentioned was, possessed of [a house in the village of _____].

2. He was entitled to a right of way from the [house] over a certain field to a public highway and back again from the highway over the field to the house, for himself and his servants [with vehicles, or on foot] at all times of the year.

3. On the _____ day of _____ 19____, defendant wrongfully obstructed the said way, so that the plaintiff could not pass [with vehicles, or on foot, or in any manner] along the way [and has ever since wrongfully obstructed the same].

4. (State special damages, if any)

[As in paras 4 and 5 of Form No. 1, and Relief claimed]

No. 26

OBSTRUCTION A HIGHWAY

(Title)

1. The defendant wrongfully dug a trench and heaped up earth and stones in the public highway leading from _____ to _____ so as to obstruct it.

2. Thereby the plaintiff, while lawfully passing along the said highway, fell over the said earth and stones [or into the said trench] and broke his arm, and suffered great pain, and was prevented from attending to his business for a long time, and incurred expenses for medical attendance.

[As in paras 4 and 5 of Form No. 1, and Relief claimed]

DIVERTING A WATER-COURSE

(Title)

A. B., the above-named plaintiff, states as follows:—

1. The plaintiff is, and at the time hereinafter mentioned was, possessed of a mill situated on a [stream] known as the _____, in the village of _____, district of _____.

2. By reason of such possession the plaintiff was entitled to the flow of the stream for working the mill.

3. On the day of 19 , the defendant, by cutting the bank of the stream, wrongfully diverted the water thereof, so that less water ran into the plaintiff's mill.

4. By reason thereof the plaintiff has been unable to grind more than sacks per day, whereas, before the said diversion of water, he was able to grind sacks per day.

[As in paras 4 and 5 of Form No. 1, and Relief claimed]

No. 28

OBSTRUCTING A RIGHT TO USE WATER FOR IRRIGATION

(Title)

A. B., the above-named plaintiff, states as follows:—

1. Plaintiff is, and was at the time hereinafter mentioned, possessed of certain lands situate, etc., and entitled to take and use a portion of the water of a certain stream for irrigating the said lands.

2. On the day of 19 , the defendant prevented the plaintiff from taking and using the said portion of the said water as aforesaid, by wrongfully obstructing and diverting the said stream.

[As in paras 4 and 5 of Form No. 1, and Relief claimed]

No. 29

INJURIES CAUSED BY NEGLIGENCE ON A RAILROAD

(Title)

A. B., the above-named plaintiff, states as follows:—

1. On the day of 19 , the defendants were common carriers of passengers railway between and .

2. On that day the plaintiff was a passenger in one of the carriages of the defendants on the said railway.

3. While he was such passenger, at [or near the station of or between the stations of and], a collision occurred on the said railway caused by the negligence and unskillfulness of the defendants' servants, whereby the plaintiff was much injured [having his leg broken, his head cut, etc., and state the special damage, if any, as], and incurred expense for medical attendance, and is permanently disabled from carrying on his former business as a [salesman].

[As in paras 4 and 5 of Form No. 1, and Relief claimed]

[Or thus:-2. On that day the defendant by their servants so negligently and unskillfully drove and managed an engine and a train of carriages attached thereto upon and along the defendants' railway

which the plaintiff was then lawfully crossing, that the said engine and train were driven and struck against the plaintiff, whereby, etc.,
as in para 3.]

No. 30

INJURIES CAUSED BY NEGLIGENT DRIVING

(Title)

A. B., the above named plaintiff, states as follows:—

1. The plaintiff is a shoemaker, carrying on business at .
The defendant is a merchant of .

2. On the day of 19 , the plaintiff was walking¹[northward] along ²[Mirpur Road], in the city of ³[Dhaka], at about 3 o'clock in the afternoon. He was obliged to cross ⁴[New Elephant Road], which is a street running into ⁵[Mirpur Road] at right angles. While he was crossing this street, and just before he could reach the foot-pavement on the further side thereof, a carriage of the defendant's, drawn by two horses under the charge and control of the defendant's servants, was negligently, suddenly and without any warning turned at a rapid and dangerous pace out of ⁶[New Elephant Road] into ⁷[Mirpur Road]. The pole of the carriage struck the plaintiff and knocked him down, and he was much trampled by the horses.

3. By the blow and fall and trampling the plaintiff's left arm was

¹ The word "northward" was substituted, for the word "westward" by section 3 and 2nd Schedule of the Bangladesh Laws (Revision and Declaration) Act, 1973 (Act No. VIII of 1973).

² The words "Mirpur Road" were substituted, for the words "Bunder Road" by section 3 and 2nd Schedule of the Bangladesh Laws (Revision and Declaration) Act, 1973 (Act No. VIII of 1973).

³ The word "Dhaka" was substituted, for the word "Karachi" by section 3 and 2nd Schedule of the Bangladesh Laws (Revision and Declaration) Act, 1973 (Act No. VIII of 1973).

⁴ The words "New Elephant Road" was substituted, for the words "Wood Street" by section 3 and 2nd Schedule of the Bangladesh Laws (Revision and Declaration) Act, 1973 (Act No. VIII of 1973).

⁵ The words "Mirpur Road" were substituted, for the words "Bunder Road" by section 3 and 2nd Schedule of the Bangladesh Laws (Revision and Declaration) Act, 1973 (Act No. VIII of 1973).

⁶ The words "New Elephant Road" was substituted, for the words "Wood Street" by section 3 and 2nd Schedule of the Bangladesh Laws (Revision and Declaration) Act, 1973 (Act No. VIII of 1973).

⁷ The words "Mirpur Road" were substituted, for the words "Bunder Road" by section 3 and 2nd Schedule of the Bangladesh Laws (Revision and Declaration) Act, 1973 (Act No. VIII of 1973).

broken and he was bruised and injured on the side and back, as well as internally, and in consequence thereof the plaintiff was for four months ill and in suffering and unable to attend to his business, and incurred heavy medical and other expenses, and sustained great loss of business and profits.

[As in paras 4 and 5 of Form No. 1, and Relief claimed]

No. 31.

FOR MALICIOUS PROSECUTION

(Title)

A. B., the above-named plaintiff, states as follows:—

1. On the day of 19 , the defendant obtained a warrant of arrest from

[a Magistrate of the said City, *or as the case may be*] on a charge of , and the plaintiff was arrested thereon, and imprisoned for [days, *or* hours, and gave bail in the sum of Taka to obtain his release].

2. In so doing the defendant acted maliciously and without reasonable or probable cause.

3. On the day of 19 , the Magistrate dismissed the complaint of the defendant and acquitted the plaintiff.

4. Many persons, whose names are unknown to the plaintiff, hearing of the arrest, and supposing the plaintiff to be a criminal, have ceased to do business with him; *or* in consequence of the said arrest, the plaintiff lost his situation as clerk to one E. F., *or* in consequence the plaintiff suffered pain of body and mind, and was prevented from transacting his business, and was injured in his credit, and incurred expense in obtaining his release from the said imprisonment and in defending himself against the said complaint.

[As in paras 4 and 5 of Form No. 1, and Relief claimed]

No. 32

MOVEABLE WRONGFULLY DETAINED

(Title)

A. B., the above-named plaintiff, states as follows:—

1. On the day of 19 , plaintiff owned [*or state facts showing a right to the possession*] the goods mentioned in the schedule hereto annexed [*or describe the goods*], the estimated value of which is taka.

2. From that day until the commencement of this suit the defendant has detained the same from the plaintiff.

3. Before the commencement of the suit, to wit, on the day of 19 , the plaintiff demanded the same from the defendant, but he refused to deliver them.

[As in paras 4 and 5 of Form No. 1],

6. The plaintiff claims—

- (1) delivery of the said goods, or Taka, in case delivery cannot be had;
- (2) taka compensation for the detention thereof.

—————
The Schedule

—————
No. 33

AGAINST A FRAUDULENT PURCHASER AND HIS TRANSFEREE WITH
NOTICE
(Title)

A. B., the above-named plaintiff, states as follows:—

1. On the day of 19 , the defendant C. D., for the purpose of inducing the plaintiff to sell him certain goods, represented to the plaintiff that [he was solvent, and worth Taka over all his liabilities].

2. The plaintiff was thereby induced to sell and deliver to C. D. [one hundred boxes of tea], the estimated value of which is Taka.

3. The said representations were false, and were then known by C. D., to be so [or at the time of making the said representations, C. D., was insolvent, and knew himself to be so].

4. C. D. afterwards transferred the said goods to the defendant E. F. without consideration [or who had notice of the falsity of the representation].

[As in paras 4 and 5 of Form No. 1, and Relief claimed]

7. The plaintiff claims—

- (1) delivery of the said goods, or Taka, in case delivery cannot be had;
- (2) Taka compensation for the detention thereof.

—————
No. 34

RESCISSION OF A CONTRACT ON THE GROUND OF MISTAKE
(Title)

A. B., the above-named plaintiff, states as follows:—

1. On the day of 19 , the defendant represented to the plaintiff that a certain piece of ground belonging to the defendant, situated at , contained [ten bighas].

2. The plaintiff was thereby induced to purchase the same at the price of Taka in the belief that the said representation was true, and signed an agreement of which the original is hereto annexed. But the land has not been transferred to him.

3. On the day of 19 , the plaintiff paid the defendant Taka as part of the purchase-money.

4. That the said piece of ground contained in fact only [five

bighas].

[As in paras 4 and 5 of Form No. 1, and Relief claimed]

7. The plaintiff claims-

- (1) Taka, with interest from the day of 19 ;
- (2) that the said agreement be delivered up and cancelled.

No. 35

AN INJUNCTION RESTRAINING WASTE

(Title)

A. B., the above-named plaintiff, states as follows:-

1. The plaintiff is the absolute owner of [describe the property].
2. The defendant is in, possession of the same under a lease from the plaintiff.
3. The defendant has [cut down a number of valuable trees, and threatens to cut down many more for the purpose of sale] without the consent of the plaintiff.

[As in paras 4 and 5 of Form No. 1, and Relief claimed]

6. The plaintiff claims that the defendant be restrained by injunction from committing or permitting any further waste on the said premises.

[Pecuniary compensation may also be claimed]

NO. 36

INJUNCTION RESTRAINING NUISANCE

(Title)

A. B., the above-named plaintiff, states as follows:-

1. Plaintiff is, and at all the times hereinafter mentioned was, the absolute owner of [the house No. , Street, ¹[Chittagong]].
2. The defendant is, and at all the said times was, the absolute owner of [a plot of ground in the same street].
3. On the day of 19 , the defendant erected upon his said plot a slaughter-house, and still maintains the same; and from that day until the present time has continually caused cattle to be brought and killed there [and has caused the blood and offal to be

¹ The word "Chittagong" was substituted, for the word "Karachi" by section 3 and 2nd Schedule of the Bangladesh Laws (Revision and Declaration) Act, 1973 (Act No. VIII of 1973).

thrown into the street opposite the said house of the plaintiff].

[4. In consequence the plaintiff has been compelled to abandon the said house, and has been unable to rent the same.]

[As in paras 4 and 5 of Form No. 1]

7. The plaintiff claims that the defendant be restrained by injunction from committing or permitting any further nuisance.

No. 37

PUBLIC NUISANCE

(Title)

A. B., the above-named plaintiff, states as follows:—

1. The defendant has wrongly heaped up earth and stones on a public road known as Street at so as to obstruct the passage of the public along the same and threatens and intends, unless restrained from so doing, to continue and repeat the said wrongful act.

2. The plaintiff has obtained the consent in writing of the Advocate General [or of the Collector or other officer appointed in this behalf] to the institution of this suit.

[As in paras 4 and 5 of Form No. 1]

5. The plaintiff claims—

(1) a declaration that the defendant is not entitled to obstruct the passage of the public along the said public road;

(2) an injunction restraining the defendant from obstructing the passage of the public along the said public road and directing the defendant to remove the earth and stones wrongfully heaped up as aforesaid.

No. 38

INJUNCTION AGAINST THE DIVERSION OF A WATER-COURSE

(Title)

A. B., the above-named plaintiff, states as follows:—

[As in Form No. 27]

The plaintiff claims that the defendant be restrained by injunction from diverting the water as aforesaid.

No. 39

RESTORATION OF MOVABLE PROPERTY THREATENED WITH DESTRUCTION,
AND FOR AN INJUNCTION

(Title)

A. B., the above-named plaintiff, states as follows:—

1. Plaintiff is, and at all times hereinafter mentioned was, the owner of [a portrait of his grand-father which was executed by an eminent painter], and of which no duplicate exists [*or state any facts showing that the property is of a kind that cannot be replaced by money*].

2. On the _____ day of _____ 19____, he deposited the same for safe-keeping with the defendant.

3. On the _____ day of _____ 19____, he demanded the same from the defendant and offered to pay all reasonable charges for the storage of the same.

4. The defendant refuses to deliver the same to the plaintiff and threatens to conceal, dispose of, out or injure the same if required to deliver it up.

5. No pecuniary compensation would be an adequate compensation to the plaintiff for the loss of the [painting].

[As in paras 4 and 5 of Form No. 1]

8. The plaintiff claims—

- (1) that the defendant be restrained by injunction from disposing of, injuring or concealing the said [painting];
- (2) that he be compelled to deliver the same to the plaintiff.

No. 40

INTERPLEADER

(Title)

A. B., the above-named plaintiff, states as follows:—

1. Before the date of the claims hereinafter mentioned G. H. deposited with the plaintiff [*describe the property*] for [safe-keeping].

2. The defendant C. D. claims the same [under an alleged assignment thereof to him from G. H.]

3. The defendant E. F. also claims the same [under an order of G. H. transferring the same to him].

4. The plaintiff is ignorant of the respective rights of the defendants.

5. He has no claim upon the said property other than for charges and costs, and is ready and willing to deliver it to such persons as the Court shall direct.

6. The suit is not brought by collusion with either of the defendants.

[As in paras 4 and 5 of Form No. 1]

9. The plaintiff claims—

- (1) that the defendants be restrained, by injunction, from taking any proceedings against the plaintiff in relation

thereto;

- (2) that they be required to interplead together concerning their claims to the said property;
- [(3) that some person be authorised to receive the said property pending such litigation;]
- (4) that upon delivering the same to such [person] the plaintiff be discharged from all liability to either of the defendants in relation thereto.

No. 41

ADMINISTRATION BY CREDITOR ON BEHALF OF HIMSELF AND ALL OTHER CREDITORS

(Title)

A. B., the above-named plaintiff, states as follows:—

1. E. F., late of _____, was at the time of his death, and his estate still is, indebted to the plaintiff in the sum of _____ [here insert nature of debt and security, if any].

2. E. F. died on or about the _____ day of _____. By his last will, dated the _____ day of _____ he appointed C. D. his executor [or devised his estate in trust, etc., or died intestate, as the case may be].

3. The will was proved by C. D. [or letters of administration were granted, etc.].

4. The defendant has possessed himself of the moveable [and immovable, or the proceeds of the immovable] property of E. F., and has not paid the plaintiff his debt.

[As in paras 4 and 5 of Form No. 1]

7. The plaintiff claims that an account may be taken of the moveable [and immovable] property of E. F., deceased, and that the same may be administered under the decree of the Court.

No. 42

ADMINISTRATION BY SPECIFIC LEGATEE

(Title)

[Alter form No. 41 thus]—

[Omit paragraph 1 and commence paragraph 2] E. F., late of _____ died on or about the _____ day of _____. By his last will, dated the _____ day of _____ he appointed C. D. his executor, and bequeathed to the plaintiff [here the specific legacy].

For paragraph 4 substitute—

The defendant is in possession of the movable property of E. F.,

and, amongst other things, of the said [*here name the subject of the specific bequest*].

For the commencement of paragraph 7 substitute—

The plaintiff claims that the defendant may be ordered to deliver to him the said [*here name the subject of the specific bequest*], or that, etc.

No. 43

ADMINISTRATION BY PECUNIARY LEGATEE

(Title)

[Alter Form No. 41 thus]—

[Omit paragraph 1 and substitute for paragraph 2] *E. F.*, late of , died on or about the day of . By his last will, dated the day of be appointed *C. D.* his executor, and bequeathed to the plaintiff a legacy of taka.

In paragraph 4 substitute "legacy" for "debt".

Another form

(Title)

E. F., the above-named plaintiff, states as follows:—

1. *A. B.* of *K.* in the died on the day of .

By his last will, dated the day of , he appointed the defendant and *M. N.* [who died in the testator's lifetime] his executors, and bequeathed his property, whether movable or immovable, to his executor in trust, to pay the rents and income thereof to the plaintiff for his life; and after his decease, and in default of his having a son who should attain twenty-one, or a daughter who should attain that age or marry, upon trust as to his immovable property for the person who would be the testator's heir-at-law, and as to his movable property for the persons who would be the testator's next-of-kin if he had died intestate at the time of the death of the plaintiff, and such failure of his issue as aforesaid.

2. The will was proved by the defendant on the day of . The plaintiff has not been married.

The testator was at his death entitled to movable or immovable property; the defendant entered into the receipt of the rents of the immovable property and got in the movable property; he has sold some part of the immovable property.

[As in paras 4 and 5 of Form No. 1]

6. The plaintiff claims—

- (1) to have the movable and immovable property of *A. B.* administered in this Court, and for that purpose to have all proper directions given and accounts taken;
- (2) such further or other relief as the nature of the case may require.

No. 44

EXECUTION OF TRUSTS

(Title)

A. B., the above-named plaintiff, states as follows:—

1. He is one of the trustees under an instrument of settlement bearing date on or about the _____ day of _____ made upon the marriage of *E. F.* and *G. H.*, the father and mother of the defendant [*or* an instrument of transfer of the estate and effects of *E. F.* for the benefit of *C. D.*, the defendant and the other creditors of *E. F.*]

2. *A. B.*, has taken upon himself the burden of the said trust, and is in possession of (*or* of the proceeds of) the movable and immovable property transferred by the said instrument.

3. *C. D.* claims to be entitled to a beneficial interest under the instruments.

[As in paras 4 and 5 of Form No. 1]

6. The plaintiff is desirous to account for all the rents and profits of the said immovable property [and the proceeds of the sale of the said, *or* of part of the said, immovable property, *or* movable, *or* the proceeds of the sale of, *or* of part of, the said movable property, *or* the profits accruing to the plaintiff as such trustee in the execution of the said trust]; and he prays that the Court will take the accounts of the said trust, and also that the whole of the said trust estate may be administered in the Court for the benefit of *C. D.*, the defendant, and all other persons who may be interested in such administration, in the presence of *C. D.*, and such other persons so interested as the Court may direct, or that *C. D.* may show good cause to the contrary.

[*N. B.*-Where the suit is by a beneficiary, the plant may be modelled, *mutatis mutandis*, on the plant by a legatee.]

No. 45

FORECLOSURE OR SALE

(Title)

A. B., the above-named plaintiff, states as follows:—

1. The plaintiff is mortgagee of lands belonging to the defendant,

2. The following are the particulars of the mortgage:—

- (a) (date);
- (b) (names of mortgagor and mortgagee);
- (c) (sum secured);

- (d) (rate of interest);
- (e) (Property subject to mortgage);
- (f) (amount now due);
- (g) (if the plaintiff's title is derivative, state shortly the transfers or devolution under which he claims).

(If the plaintiff is mortgagee in possession, add)

3. The plaintiff took possession of the mortgaged property on the day of _____ and is ready to account as mortgagee in possession from that time.

[As in paras 4 and 5 of Form No. 1]

6. The plaintiff claims—

- (1) payment, or in default [sale or] foreclosure [and possession];

[Where Order 34, rule 6, applies.]

(2) in case the proceeds of the sale are found to be insufficient to pay the amount due to the plaintiff, then that liberty be reserved to the plaintiff to apply for a decree for the balance.

No. 46

REDEMPTION

(Title)

A. B., the above-named plaintiff, states as follows:—

1. The plaintiff is mortgagor of lands of which the defendant is mortgagee.

2. The following are the particulars of the mortgage:—

- (a) (date);
- (b) (names of mortgagor and mortgagee);
- (c) (sum secured);
- (d) (rate of interest);
- (e) (Property subject to mortgage);
- (f) (if the plaintiff's title is derivative, state shortly the transfers or devolution under which he claims).

(If the defendant is mortgagee in possession, add)

3. The defendant has taken possession [or has received the rents] of the mortgaged property.

[As in paras 4 and 5 of Form No. 1]

6. The plaintiff claims to redeem the said property and to have the same reconveyed to him [and to have possession thereof].

No. 47

SPECIFIC PERFORMANCE (No. 1)

(Title)

A. B., the above-named plaintiff, states as follows:—

1. By an agreement dated the day of and signed by the defendant, he contracted to buy of [*or sell to*] the plaintiff certain immovable property therein described and referred to, for the sum of Taka.

2. The plaintiff has applied to the defendant specifically to perform the agreement on his part, but the defendant has not done so.

3. The plaintiff has been and still is ready and willing specifically to perform the agreement on his part of which the defendant has had notice.

[*As in paras 4 and 5 of Form No. 1*]

6. The plaintiff claims that the Court will order the defendant specifically to perform the agreement and to do all acts necessary to put the plaintiff in full possession of the said property [*or to accept a transfer and possession of the said property*] and to pay the costs of the suit.

No. 48

SPECIFIC PERFORMANCE (No. 2)

(*Title*)

A. B., the above-named plaintiff, states as follows:—

1. On the day of 19 , the plaintiff and defendant entered into an agreement, in writing, and the original document is hereto annexed.

The defendant was absolutely entitled to the immovable property described in the agreement.

2. On the day of 19 , the plaintiff tendered Taka to the defendant, and demanded a transfer of the said property by a sufficient instrument.

3. On the day of 19 , the plaintiff again demanded such transfer. [*Or the defendant refused to transfer the same to the plaintiff.*]

4. The defendant has not executed any instrument of transfer.

5. The plaintiff is still ready and willing to pay the purchase-money of the said property to the defendant.

[*As in paras 4 and 5 of Form No. 1*]

8. The plaintiff claims—

- (1) that the defendant transfers the said property to the plaintiff by a sufficient instrument [*following the terms of the agreement*];
- (2) Taka compensation for withholding the same.

No. 49

PARTNERSHIP

(Title)

A. B., the above-named plaintiff, states as follows:—

1. He and C. D., the defendant, have been for years [or months] past carrying on business together under articles of partnership in writing [or under a deed, or under a verbal agreement].

2. Several disputes and differences have arisen between the plaintiff and defendant as such partners whereby it has become impossible to carry on the business in partnership with advantage to the partners. [Or the defendant has committed the following breaches of the partnership articles:—

- (1)
- (2)
- (3)

[As in paras 4 and 5 of Form No. 1]

5. The plaintiff claims—

- (1) dissolution of the partnership;
- (2) that accounts be taken;
- (3) that a receiver be appointed.

(N. B.—In suits for the winding-up of any partnership, omit the claim for dissolution; and instead insert a paragraph stating the facts of the partnership having been dissolved.)

(4) **Written Statements***General defences*

Denial

The defendant denies that (set out facts).

The defendant does not admit that (set out facts).

The defendant admits that but says that

The defendant denies that he is a partner in the defendant firm of

Protest

The defendant denies that he made the contract alleged or any contract with the plaintiff.

The defendant denies that he contracted with the plaintiff as alleged or at all.

The defendant admits assets but not the plaintiff's claim.

The defendant denies that the plaintiff sold to him the goods mentioned in the plaint or any of them.

Limitation

The suit is barred by article or article of the second schedule

to the ¹[Limitation Act, 1908].

Jurisdiction The Court has no jurisdiction to hear the suit on the ground that
(*set forth the grounds*).

On the day of a diamond ring was delivered by the defendant to and accepted by the plaintiff in discharge of the alleged cause of action.

The defendant has been adjudged an insolvent. Insolvency

The plaintiff before the institution of the suit was adjudged an insolvent and the right to sue vested in the receiver.

The defendant was a minor at the time of making the alleged contract. Minority

The defendant as to the whole claim (*or as to Taka* , Payment into
part of the money claimed, *or as the case may be*) has paid into Court Court
Taka and says that this sum is enough to satisfy the
plaintiff's claim [*or the part aforesaid*].

The performance of the promise alleged was remitted on the (Date). performance
remitted

The contract was rescinded by agreement between the plaintiff and defendant. Rescission

The plaintiff's claim is barred by the decree in suit (*give the Res Judicata
reference*).

The plaintiff is estopped from denying the truth of (*Insert Estoppel
statements as to which estoppel is claimed*) because (*here state the
facts relied on as creating the estoppel*).

Since the institution of the suit, that is to say, on the Ground of
day of (set out facts). defence
subsequent to
institution of
suit

No.1

DEFENCE IN SUITS FOR GOODS SOLD AND DELIVERED

1. The defendant did not order the goods.
2. The goods were not delivered to the defendant.
3. The price was not Taka.

[*or*]

4. } { 1.

¹ The words, comma and figure "Limitation Act, 1908" were substituted, for the words, comma and figure "Indian Limitation Act, 1877" by section 3 and 2nd Schedule of the Bangladesh Laws (Revision and Declaration) Act, 1973 (Act No. VIII of 1973).

5. Except as to Taka , same as 2.
 6. 3.
7. The defendant [*or* A. B., the defendant's agent] satisfied the claim by payment before suit to the plaintiff [*or* to C. D., the plaintiff's agent] on the day of 19 .
8. The defendant satisfied the claim by payment after suit to the plaintiff on the day of 19 .

No. 2

DEFENCE IN SUITS ON BONDS

1. The bond is not the defendant's bond.
2. The defendant made payment to the plaintiff on the day according to the condition of the bond.
3. The defendant made payment to the plaintiff after the day named and before suit of the principal and interest mentioned in the bond.

No. 3

DEFENCE IN SUITS ON GUARANTEES

1. The principal satisfied the claim by payment before suit.
2. The defendant was released by the plaintiff giving time to the principal debtor in pursuance of a binding agreement.

No. 4

DEFENCE IN ANY SUIT FOR DEBT

1. As to Taka 200 of the money claimed, the defendant is entitled to set off for goods sold and delivered by the defendant to the plaintiff.

Particulars are as follows:-

				Taka
1907, January, 25th	...	...	...	150
1907, February, 1st	...	.....	.....	50
Total	.....	.....	.....	200

2. As to the whole [*or* as to Taka , part of the money claimed] the defendant made tender before suit of Taka and has paid the same into Court.

No. 5

DEFENCE IN SUITS FOR INJURIES CAUSED BY NEGLIGENT DRIVING

1. The defendant denies that the carriage mentioned in the plaint was the defendant's carriage, and that it was under the charge or

control of the defendant's servants. The carriage belonged to of Street, ¹[Dhaka], livery stable keepers employed by the defendant to supply him with carriages and horses; and the person under whose charge and control the said carriage was, was the servant of the said .

2. The defendant does not admit that the said carriage was turned out of ²[New Elephant Road] either negligently, suddenly or without warning, or at a rapid or dangerous pace.

3. The defendant says the plaintiff might and could, by the exercise of reasonable care and diligence, have seen the said carriage approaching him, and avoided any collision with it.

4. The defendant does not admit the statements contained in the third paragraph of the plaint.

No. 6

DEFENCE IN ALL SUITS FOR WRONGS.

1. Denial of the several acts [*or* matters] complained of.

No. 7

DEFENCE IN THE SUITS FOR DETENTION OF GOODS

1. The goods were not the property of the plaintiff.

2. The goods were detained for a lien to which the defendant was entitled.

Particulars are as follows:—

¹ The word "Dhaka" was substituted, for the word "Karachi" by section 3 and 2nd Schedule of the Bangladesh Laws (Revision and Declaration) Act, 1973 (Act No. VIII of 1973).

² The words "New Elephant Road" were substituted, for the words "Wood Street" by section 3 and 2nd Schedule of the Bangladesh Laws (Revision and Declaration) Act, 1973 (Act No. VIII of 1973).

1907, May 3rd. To carriage of the goods claimed from ¹[Dhaka]
to ²[Chittagong]:—

45 maunds at Taka 2 per maund ... Taka 90.

No. 8

DEFENCE IN SUITS FOR INFRINGEMENT OF COPYRIGHT

1. The plaintiff is not the author [*assignee, etc.*].
2. The book was not registered.
3. The defendant did not infringe.

No. 9

DEFENCE IN SUITS FOR INFRINGEMENT OF TRADE MARK

1. The trade mark is not the plaintiff's.
2. The alleged trade mark is not a trade mark.
3. The defendant did not infringe.

No. 10

DEFENCE IN SUITS RELATING TO NUISANCES

1. The plaintiff's lights are not ancient [*or deny his other alleged prescriptive rights*].
2. The plaintiff's lights will not be materially interfered with by the defendant's building.
3. The defendant denies that he or his servant pollute the water [*or do what is complained of*].

[If the defendant claims the right by prescription or otherwise to do what is complained of, he must say so, and must state the grounds of the claim, i.e., whether by prescription, grant or what.]

¹ The word "Dhaka" was substituted, for the word "Lahore" by section 3 and 2nd Schedule of the Bangladesh Laws (Revision and Declaration) Act, 1973 (Act No. VIII of 1973).

² The word "Chittagong" was substituted, for the word "Karachi" by section 3 and 2nd Schedule of the Bangladesh Laws (Revision and Declaration) Act, 1973 (Act No. VIII of 1973).

4. The plaintiff has been guilty of laches of which the following are particulars:—

1870. Plaintiff's mill began to work,

1871. Plaintiff came into possession,

1883. First complaint.

5. As to the plaintiff's claim for damages the defendant will rely on the above grounds of defence, and says that the acts complained of have not produced any damage to the plaintiff. [If other grounds are relied on, they must be stated, e.g., limitation as to past damage.]

No. 11

DEFENCE TO SUIT FOR FORECLOSURE

1. The defendant did not execute the mortgage.

2. The mortgage was not transferred to the plaintiff (*if more than one transfer is alleged, say which is denied*).

3. The suit is barred by article _____ of the second schedule to the ¹[Limitation Act, 1908].

4. The following payments have been made, viz.:—	Taka
(Insert date) _____,	1,000
(Insert date) _____,	500

5. The plaintiff took possession on the _____ of _____, and has received the rents ever since.

6. That plaintiff released the debt on the _____ of _____.

7. The defendant transferred all his interest to A. B. by a document dated _____.

No. 12

DEFENCE TO SUIT FOR REDEMPTION

1. The plaintiff's right to redeem is barred by article _____ of the

¹ The words, comma and figure "Limitation Act, 1908" were substituted, for the words, comma and figure "Indian Limitation Act, 1877" by section 3 and 2nd Schedule of the Bangladesh Laws (Revision and Declaration) Act, 1973 (Act No. VIII of 1973).

second schedule to the ¹[Limitation Act, 1908].

2. The plaintiff transferred all interest in the property to A. B.

3. The defendant, by a document dated the _____ day of _____ transferred all his interest in the mortgage debt and property comprised in the mortgage to A. B.

4. The defendant never took possession of the mortgaged property, or received the rents thereof.

(If the defendant admits possession for a time only, he should state the time and deny possession beyond what he admits.)

No. 13

DEFENCE TO SUIT FOR SPECIFIC PERFORMANCE

1. The defendant did not enter into the agreement.

2. A. B. was not the agent of the defendant *(if alleged by plaintiff)*.

3. The plaintiff has not performed the following conditions—*(Conditions)*.

4. The defendant did not—*(alleged acts of part performance)*.

5. The plaintiff's title to the property agreed to be sold is not such as the defendant is bound to accept by reason of the following matter—*(State why)*.

6. The agreement is uncertain in the following respects—*(State them)*.

7. *(or)* The plaintiff has been guilty of delay.

8. *(or)* The plaintiff has been guilty of fraud *(or misrepresentation)*.

9. *(or)* The agreement is unfair.

10. *(or)* The agreement was entered into by mistake.

11. The following are particulars of (7), (8), (9), (10) *(or as the case may be)*.

12. The agreement was rescinded under Conditions of Sale, No. 11 *(or by mutual agreement)*.

(In cases where damages are claimed and the defendant disputes his liability to damages, he must deny the agreement or the

¹ The words, comma and figure "Limitation Act, 1908" were substituted, for the words, comma and figure "Indian Limitation Act, 1877" by section 3 and 2nd Schedule of the Bangladesh Laws (Revision and Declaration) Act, 1973 (Act No. VIII of 1973).

alleged breaches, or show whatever other ground of defence he intends to rely on, e.g., the Limitation Act, accord and satisfaction, release, fraud, etc.)

No. 14

DEFENCE IN ADMINISTRATION SUIT BY PECUNIARY LEGATEE

1. A. B's will contained a charge of debts; he died insolvent; he was entitled at his death to some immovable property which the defendant sold and which produced the net sum of Taka , and the testator had some moveable property which the defendant got in, and which produced the net sum of Taka.

2. The defendant applied the whole of the said sums and the sum of Taka , which the defendant received from rents of the immovable property in the payment of the funeral and testamentary expenses and some of the debts of the testator.

3. The defendant made up his accounts and sent a copy thereof to the plaintiff on the day of 19 , and offered the plaintiff free access to the vouchers to verify such accounts, but he declined to avail himself of the defendant's offer.

4. The defendant submits that the plaintiff ought to pay the costs of this suit.

No. 15

PROBATE OF WILL IN SOLEMN FORM

1. The said will and codicil of the deceased were not duly executed according to the provisions of the ¹[Succession Act, 1925] [or of the Hindu Wills Act, 1870].

2. The deceased at the time the said will and codicil respectively purport to have been executed, was not of sound mind, memory and understanding.

3. The execution of the said will and codicil was obtained by the undue influence of the plaintiff [and others acting with him whose names are at present unknown to the defendant].

4. The execution of the said will and codicil was obtained by the fraud of the plaintiff, such fraud so far as is within the defendant's

¹ The words, comma and figure "Succession Act, 1925" were substituted, for the words, comma and figure "Indian Succession Act, 1865" by section 3 and 2nd Schedule. of the Bangladesh Laws (Revision and Declaration) Act, 1973 (Act No. VIII of 1973).

present knowledge, being [*state the nature of the fraud*].

5. The deceased at the time of the execution of the said will and codicil did not know and approve of the contents thereof [*or of the contents of the residuary clause in the said will, as the case may be*].

6. The deceased made his true last will, dated the 1st January, 1873, and thereby appointed the defendant sole executor thereof.

The defendant claims—

- (1) that the Court will pronounce against the said will and codicil propounded by the plaintiff;
- (2) that the Court will decree probate of the will of the deceased, dated the 1st January, 1873, in solemn form of law.

No. 16

PARTICULARS (O. 6, r. 5)

(Title of suit)

Particulars

The following are the particulars of (*here state the matters in respect of which particulars have been ordered*) delivered pursuant to the order of the of (*Here set out the particulars ordered in paragraphs if necessary*).

APPENDIX B

PROCESS

No. 1

SUMMONS FOR DISPOSAL OF SUIT. (O. 5, rr 1, 5)

(Title)

To

[*Name, description and place of residence*]

WHEREAS

has instituted a suit against you for

you are hereby summoned to appear in this Court in person or by a pleader duly instructed, and able to answer all material questions relating to the suit, or who shall be accompanied by some person able to answer all such questions, on the day of 19 , at o'clock in the noon, to answer the claim; and as the day fixed for your appearance is appointed for the final disposal of the suit, you must be prepared to produce on that day all the witnesses upon whose evidence and all the documents upon which you intend to

rely in support of your defence.

Take notice that, in default of your appearance on the day before mentioned, the suit will be heard and determined in your absence.

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

Notice.—1. Should you apprehend your witnesses will not attend of their own accord, you can have a summons from this Court to compel the attendance of any witness, and the production of any document that you have a right to call upon the witness to produce, on applying to the Court and on depositing the necessary expenses.

2. If you admit the claim, you should pay the money into Court together with the costs of the suit, to avoid execution of the decree, which may be against your person or property, or both.

No. 2

SUMMONS FOR SETTLEMENT OF ISSUES. (O. 5, rr. 1, 5)
(Title)

To

[Name, description and place of residence]

WHEREAS

has instituted a suit against you for

you are hereby summoned to appear in this Court in person, or by a pleader duly instructed, and able to answer all material questions relating to the suit, or who shall be accompanied by some person able to answer all such questions, on the day of 19 , at o'clock in the noon, to answer the claim; and you are directed to produce on that day all the documents upon which you intend to rely in support of your defence.

Take notice that, in default of your appearance on the day before mentioned, the suit will be heard and determined in your absence.

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

Notice.—1. Should you apprehend your witnesses will not attend of their own accord, you can have a summons from this Court to compel the attendance of any witness, and the production of any document that you have a right to call on the witness to produce, on applying to the Court and on depositing the necessary expenses.

2. If you admit the claim, you should pay the money into

Court together with the costs of the suit, to avoid execution of the decree, which may be against your person or property, or both.

No. 3

SUMMONS TO APPEAR IN PERSONS (O. 5, r. 3)

(Title)

To

[Name, description and place of residence]

WHEREAS has instituted a suit against you for you are hereby summoned to appear in this Court in person on the day of 19 , at o'clock in the noon, to answer the claim; and you are directed to produce on that day all the documents upon which you intend to rely in support of your defence.

Take notice that, in default of your appearance on the day before mentioned, the suit will be heard and determined in your absence.

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

No. 4

SUMMONS IN SUMMARY SUIT ON NEGOTIABLE INSTRUMENT. (O.37, r.2)

(Title)

To

[Name, description and place of residence]

WHEREAS has instituted a suit against you under Order XXXVII of the Code of Civil Procedure, 1908, for Taka, balance of principal and interest due to him as the of a

of which a copy is hereto annexed, you are hereby summoned to obtain leave from the Court within ten days from the service hereof to appear and defend the suit, and within such time to cause an appearance to be entered for you. In default whereof the plaintiff will be entitled at any time after the expiration of such ten days to obtain a decree for any sum not exceeding the sum of Taka and the sum of Taka for costs together with such interest, if any, from the date of the institution of the suit as the Court may order.

Leave to appear may be obtained on an application to the Court supported by affidavit or declaration showing that there is a defence to the suit on the merits, or that it is reasonable that you should be allowed to appear in the suit.

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

Judge

ORDER FOR TRANSMISSION OF SUMMONS FOR SERVICE IN THE
JURISDICTION OF ANOTHER COURT. (O. 5, r. 21)

(Title)

WHEREAS it is stated that defendant
witness

in the above suit is at present residing in : It is ordered that a
summons returnable on the day of 19 , be forwarded to the
Court of for service on the said defendant
witness with a duplicate of
this proceeding.

The court-fee of chargeable in respect to the summons
has been realized in this Court in stamps.

Dated 19 .

Judge

No. 8

ORDER FOR TRANSMISSION OF SUMMONS TO BE SERVED ON A
PRISONER
(O. 5, r. 24)
(Title)

To

The Superintendent of the Jail at

UNDER the provisions of Order V, rule 24, of the Code of Civil
Procedure, 1908, a summons in duplicate is herewith forwarded for
service on the defendant who is a prisoner in jail. You
are requested to cause a copy of the said summons to be served upon
the said defendant and to return the original to this Court signed by
the said defendant, with a statement of service endorsed thereon by
you.

Judge

No. 9

ORDER FOR TRANSMISSION OF SUMMONS TO BE SERVED ON A PUBLIC
SERVANT OR SOLDIER. (O. 5, rr. 27, 28)
(Title)

To

UNDER the provisions of Order V, rule 27 (or 28, as the case
may be), of the Code of Civil Procedure, 1908, a summons in

duplicate is herewith forwarded for service on the defendant who is stated to be serving under you. You are requested to cause a copy of the said summons to be served upon the said defendant and to return the original to this Court signed by the said defendant, with a statement of service endorsed thereon by you.

Judge

No. 10

TO ACCOMPANY RETURNS OF SUMMONS OF ANOTHER COURT. (O. 5, r. 23)
(Title)

Read proceeding from the forwarding for service on in Suit No. of 19 of that Court.

Read Serving Officer's endorsement stating that the and proof of the above having been duly taken by me on the oath of and it is ordered that the be returned to the with a copy of this proceeding.

Judge

NOTE.—This form will be applicable to process other than summons, the service of which may have to be effected in the same manner.

No. 11

AFFIDAVIT OF PROCESS-SERVER TO ACCOMPANY RETURN OF A SUMMONS OR NOTICE, (O. 5, r. 18)

(Title)

The Affidavit of , son of

I make oath and say as follows:—
affirm

(1) I am a process-server of this Court.

(2) On the day of 19 , I received a summons notice issued by the Court of in Suit No. of 19 in the said Court, dated the day of 19 for service on .

(3) The said was at the time personally known to me, and I served the said summons notice on him her on the day of 19 , at about o'clock in the noon at by tendering a copy thereof to him her and requiring his her

signature to the original summons
notice .

(a)

(b)

(a) Here state whether the person served signed or refused to sign the process, and in whose presence.

(b) Signature of process-server.

or,

(3) The said _____ not being personally known to me accompanied me to _____ and pointed out to me a person whom he stated to be the said _____, and I served the said summons on him on the notice her on the day of _____ 19 _____, at about _____ o'clock in the _____ noon at _____ by _____ tendering a copy thereof to him and requiring _____ his signature to her the original summons
notice .

(a)

(b)

(a) Here state whether the person served signed or refused to sign the process, and in whose presence.

(b) Signature of process-server.

or,

(3) The said _____ and the house in which he ordinarily resides being personally known to me, I went to the said house, in _____ and thereon the _____ day of _____ 19 _____, at about _____ o'clock in the _____ noon, I did not find the said _____ .

(a)

(b)

(a) Enter fully and exactly the manner in which the process was served, with special reference to Order 5, rules 15 and 17.

(b) Signature of process-server.

or,

(3) One _____ accompanied me to _____ and there pointed out to me _____ which he said was the house in which _____ ordinarily resides. I did not find the said _____ there.

(a)

(b)

(a) Enter fully and exactly the manner in which the process was served with special reference to Order 5, rules 15 and 17.

(b) Signature of process-server.

or,

If substituted service has been ordered, state fully and exactly the manner in which the summons was served with special reference to the terms of the order for substituted service.

Sworn
Affirmed by the said before me
this day of 19 .

Empowered under section 139 of the Code of Civil Procedure, 1908, to administer the oath to deponents.

No. 12

[NOTICE TO DEFENDANT. (O. 9, r. 6)]

(Title)

To

[Name, description and place of residence]

WHEREAS this day was fixed for the hearing of the above suit and a summons was issued to you and the plaintiff has appeared in this Court and you did not so appear, but from the return of the Nazir it has been proved to the satisfaction of the Court that the said summons was served on you but not in sufficient time to enable you to appear and answer on the day fixed in the said summons;

Notice is hereby given to you that the hearing of the suit is adjourned this day and that the day of 19 is now fixed for the hearing of the same; in default of your appearance on the day last mentioned the suit will be heard and determined in your absence.

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

No. 13

SUMMONS TO WITNESS. (O. 16, rr. 1, 5)

(Title)

To

WHEREAS your attendance is required to _____ on behalf of the _____ in the above suit, you are hereby required [personally] to appear before this Court on the _____ day of _____ 19____, at o'clock in the forenoon, and to bring with you [or to send to this Court].

A sum of Taka _____, being your travelling and other expenses and subsistence allowance for one day, is herewith sent. If you fail to comply with this order without lawful excuse, you will be subject to the consequences of non-attendance laid down in rule 12 of Order XVI of the Code of Civil Procedure, 1908.

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

Judge

- NOTICE.-(1) If you are summoned only to produce a document and not to give evidence, you shall be deemed to have complied with the summons if you cause such document to be produced in this Court on the day and hour aforesaid.
- (2) If you are detained beyond the day aforesaid, a sum of Taka _____ will be tendered to you for each day's attendance beyond the day specified.

No. 14

PROCLAMATION REQUIRING ATTENDANCE OF WITNESS. (O. 16, r. 10)

(Title)

To

WHEREAS it appears from the examination on oath of the serving officer that the summons could not be served upon the witness in the manner prescribed by law; and whereas it appears that the evidence of the witness is material, and he absconds and keeps out of the way for the purpose of evading the service of the summons: This proclamation is therefore, under rule 10 of Order XVI of the Code of Civil Procedure, 1908, issued requiring the attendance of the witness in this Court on the _____ day of _____ 19____ at _____ o'clock in the forenoon and from day to day until he shall have leave to depart; and if the witness fails to attend on the day and hour aforesaid he will be dealt with according to law.

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

Judge

No. 15

PROCLAMATION REQUIRING ATTENDANCE OF WITNESS. (O. 16, r. 10)

(Title)

To

WHEREAS it appears from the examination on oath of the serving officer that the summons has been duly served upon the witness, and whereas it appears that the evidence of the witness is material and he has failed to attend in compliance with such summons: This proclamation is therefore, under rule 10 of Order XVI of the Code of Civil Procedure, 1908, issued, requiring the attendance of the witness in this Court on the day of 19 at o'clock in the forenoon, and from day to day until he shall have leave to depart, and if the witness fails to attend on the day and hour aforesaid he will be dealt with according to law.

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

No. 16

WARRANT OF ATTACHMENT OF PROPERTY OF WITNESS. (O. 16, r. 10)

(Title)

To

The Bailiff of the Court.

WHEREAS the witness ^{cited} has by not, after the expiration of the period limited in the proclamation issued for his attendance, appeared in Court; You are hereby directed to hold under attachment property belonging to the said witness to the value of and to submit a return, accompanied with an inventory thereof, within days.

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

No. 17

WARRANT OF ARREST OF WITNESS. (O. 16, r. 10)

(Title)

To

The Bailiff of the Court.

WHEREAS has been duly served with a summons but has failed to attend [absconds and keeps out of the way for the purpose of avoiding a service of a summons]; You are hereby ordered to arrest and bring the said before the Court.

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

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

No.18

WARRANT OF COMMITTAL (O. 16, r. 16)
(Title)

To

The Officer in charge of the Jail at .

WHEREAS the plaintiff (or defendant) in the above-named suit has made application to this Court that security be taken for the appearance of to give evidence (or to produce a document), on the day of 19 ; and whereas the Court has called upon the said to furnish such security, which he has failed to do; This is to require you to receive the said into your custody in the civil prison and to produce him before this Court at on the said day and on such other day or days as may be hereafter ordered.

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

No. 19

WARRANT OF COMMITTAL (O. 16, r. 18)

(Title)

To

The Officer in charge of the Jail at .

WHEREAS , whose attendance is required before this Court in the above-named case to give evidence (or to produce a document), has been arrested and brought before the Court in custody; and whereas owing to the absence of the plaintiff (or defendant), the said cannot give such evidence (or produce such document); and whereas the Court has called upon the said to give security for his appearance on the day of 19 , at which he has failed to do; This is to require you to receive the said into your custody in the civil prison and to produce him before this Court at on the day of 19 .

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

APPENDIX C
DISCOVERY, INSPECTION AND ADMISSION

No. 1

ORDER FOR DELIVERY OF INTERROGATORIES. (O. 11, r. 1)

In the Court of

Civil Suit No. of 19 .

A. B.
Plaintiff,

against

C. D., E. F. and G. H. Defendants

Upon hearing and upon reading the affidavit
of filed the day of 19 ; It is ordered that
the be at liberty to deliver to the interrogatories in
writing, and that the said do answer the interrogatories as
prescribed by Order XI, rule 8, and that the costs of this application
be

No. 2

INTERROGATORIES. (O. 11, r. 4)
(Title as in No. 1, supra)

Interrogatories on behalf of the above-named [*plaintiff or
defendant C. D.*] for the examination of the above-named
[*defendants E. F. and G. H. or plaintiff*].

1. Did not, etc.

2. Has not, etc.

etc., etc., etc.

[*The defendant E. F. is required to answer the interrogatories
numbered .*]

[*The defendant G. H. is required to answer the interrogatories
numbered*]

No. 3

ANSWER TO INTERROGATORIES. (O. 11, r. 9)

and except the documents set forth in the said first and second schedules hereto.

No. 6

ORDER TO PRODUCE DOCUMENTS FOR INSPECTION. (O. 11, r. 14)

(Title as in No. I, supra)

Upon hearing _____ and upon reading the affidavit of _____ filed the _____ day of _____ 19 ; It is ordered that the _____ do, at all reasonable times, on reasonable notice, produce at _____, situate at _____, the following documents, namely, _____, and that the _____ be at liberty to inspect and peruse the documents so produced, and to make notes of their contents. In the meantime, it is ordered that all further proceedings to be stayed and that the costs of this application be _____.

No. 7

NOTICE TO PRODUCE DOCUMENTS. (O. 11, r. 16)

(Title as in No. I, supra)

Take notice that the [plaintiff or defendant] requires you to produce for his inspection the following documents referred to in your [plaint or written statement or affidavit, dated the _____ day of _____ 19 _____].

[Describe documents required]

X. Y., Pleader for the

To Z., Pleader for the

No. 8

NOTICE TO INSPECT DOCUMENTS. (O. 11, r. 17)

(Title as in No. I, supra)

Take notice that you can inspect the documents mentioned in your notice of the _____ day of _____ 19 [except the documents numbered _____ in that notice] at [insert place of inspection] On Thursday next, the _____ instant, between the hours of 12 and 4 o'clock.

Or, that the [plaintiff or defendant] objects to giving you inspection of documents mentioned in your notice of the _____ day of _____

19 _____, on the ground that [state the ground]:—

No. 9

NOTICE TO ADMIT DOCUMENTS. (O. 12, r. 3)

(Title as in No. I, supra)

Take notice that the plaintiff [*or* defendant] in this suit proposes to adduce in evidence the several documents hereunder specified, and that the same may be inspected by the defendant [*or* plaintiff], his pleader or agent, at _____ on _____ between the hours of _____; and the defendant [*or* plaintiff], is hereby required, within forty-eight hours from the last-mentioned hour, to admit that such of the said documents as are specified to be originals were respectively written, signed or executed, as they purport respectively to have been; that such as are specified as copies are true copies; and such documents as are stated to have been served, sent or delivered were so served, sent or delivered, respectively, saving all just exceptions to the admissibility of all such documents as evidence in this suit.

G. H., pleader [*or* agent] for plaintiff [*or* defendant].

To E. F., pleader [*or* agent] for defendant [*or* plaintiff].

[*Here describe the documents and specify as to each document whether it is original or a copy.*]

No. 10

NOTICE TO ADMIT FACTS (O. 12, r. 5)

(Title as in No. I, supra)

Take notice that the plaintiff [*or* defendant] in this suit requires the defendant [*or* plaintiff] to admit, for the purposes of this suit only, the several facts respectively hereunder specified; and the defendant [*or* plaintiff] is hereby required, within six days from the service of this notice, to admit the said several facts, saving all just exceptions to the admissibility of such facts as evidence in this suit.

G. H., pleader [*or* agent] for plaintiff [*or* defendant].

To E. F., pleader [*or* agent] for defendant [*or* plaintiff].

The facts, the admission of which is required, are-

1. That M. died on the 1st January, 1890.
2. That he died intestate.
3. That N. was his only lawful son.
4. That O. died on the 1st April, 1896.
5. That O. was never married.

No. 11

ADMISSION OF FACTS PURSUANT TO NOTICE. (O. 12, r. 5.)

(Title as in No. I, *supra*)

The defendant [*or plaintiff*] in this suit, for the purposes of this suit only, hereby admits the several facts respectively hereunder specified, subject to the qualifications or limitations, if any, hereunder specified, saving all just exceptions to the admissibility of any such facts, or any of them, as evidence in this suit:

Provided that this admission is made for the purposes of this suit only, and is not an admission to be used against the defendant [*or plaintiff*] on any other occasion or by any one other than the plaintiff [*or defendant, or party requiring the admission*].

E. F., *pleader* [*or agent*] for defendant [*or plaintiff*].

To G. H., *pleader* [*or agent*] for plaintiff [*or defendant*].

Facts admitted	Qualifications or limitations, if any, subject to which they are admitted.
1. That M. died on the 1st January, 1890.	1.
2. That he died intestate.. ..	2.
3. That N. was his lawful son..	3. But not that he was his only lawful son.
4. That O. died	4. But not that he died on the 1st April, 1896.
5. That O. was never married..	5.

NO. 12

NOTICE TO PRODUCE (GENERAL FORM). (O. 12, r. 8)

(Title as in No. 1, supra)

Take notice that you are hereby required to produce and show to the Court at the first hearing of this suit all books, papers, letters, copies of letters and other writings and documents in your custody, possession or power, containing any entry, memorandum or minute relating to the matters in question in the suit, and particularly

G. H., pleader [or agent] for plaintiff [or defendant].

To E. F., pleader [or agent] for defendant [or plaintiff].

**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 in the presence of for the plaintiff and of for or the defendant, it is ordered and decreed that and that the sum of Taka be paid by the to the on account of the costs of this suit, with interest thereon at the rate of per cent. per annum from this date to date of realization.

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

Costs of Suit

Plaintiff	Defendant			
	TK.	¹ [***] ² [Poisha]	TK.	³ [***] ⁴ [Poisha]
1. Stamp for plaint ...			Stamp for power ...	
2. Do. for power			Do. for petition	
3. Do. for exhibits ...			Pleader's fee ...	
4. Pleader's fee on Tk ...			Subsistence for witnesses	
5. Subsistence for witnesses. ...			Service of process	
6. Commissioner 's fee ...			Commissioner's fee ...	
7. 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 _____ in
the presence of _____ for the plaintiff
and of _____ for the defendant, it is
ordered that the _____ do pay to the _____ the sum
of Taka _____ with interest thereon at the rate of _____ per cent. per
annum from _____ to the date of realization of the said sum and do also
pay Taka _____, the costs of this suit, with interest thereon at the rate of
per cent. per annum from this date to the date of realization.

¹ The space with heading "A" was omitted by section 3 and 2nd Schedule of the Bangladesh Laws (Revision and Declaration) Act, 1973 (Act No. VIII of 1973).

² The word "Poisha" was substituted, for letter "P" by section 3 and 2nd Schedule of the Bangladesh Laws (Revision and Declaration) Act, 1973 (Act No. VIII of 1973).

³ The space with heading "A" was omitted by section 3 and 2nd Schedule of the Bangladesh Laws (Revision and Declaration) Act, 1973 (Act No. VIII of 1973).

⁴ The word "Poisha" was substituted, for letter "P" by section 3 and 2nd Schedule of the Bangladesh Laws (Revision and Declaration) Act, 1973 (Act No. VIII of 1973).

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

Judge

Costs of Suit

Plaintiff	Defendant				
	TK.	¹ [***] ² [Poisha]		TK.	³ [***] ⁴ [Poisha]
1. Stamp for plaint ...			Stamp for power ...		
2. Do. for power			Do. for petition		
3. Do. for exhibits ...			Pleader's fee ...		
4. Pleader's fee on Tk ...			Subsistence for witnesses		
5. Subsistence for witnesses. ...			Service of process		
6. Commission er's fee ...			Commissioner's fee ...		
7. Service of process ...					
Total ...			Total ...		

No. 3

PRELIMINARY DECREE FOR FORECLOSURE

(Order XXXIV, rule 2.—Where accounts are directed to be taken)

(Title)

THIS suit coming on this day, etc.; It is hereby ordered and
decreed that it be referred to as the Commissioner to take the
accounts following:—

¹ The space with heading "A" was omitted by section 3 and 2nd Schedule of the Bangladesh Laws (Revision and Declaration) Act, 1973 (Act No. VIII of 1973).

² The word "Poisha" was substituted, for letter "P" by section 3 and 2nd Schedule of the Bangladesh Laws (Revision and Declaration) Act, 1973 (Act No. VIII of 1973).

³ The space with heading "A" was omitted by section 3 and 2nd Schedule of the Bangladesh Laws (Revision and Declaration) Act, 1973 (Act No. VIII of 1973).

⁴ The word "Poisha" was substituted, for letter "P" by section 3 and 2nd Schedule of the Bangladesh Laws (Revision and Declaration) Act, 1973 (Act No. VIII of 1973).

- (i) an account of what is due on this date to the plaintiff for principal and interest on his mortgage mentioned in the plaint (such interest to be computed at the rate payable on the principal or where no such rate is fixed, at six per cent. per annum or at such rate as the Court deems reasonably);
 - (ii) an account of the income of the mortgaged property received up to this date by the plaintiff or by any other person by the order or for the use of the plaintiff or which without the wilful default of the plaintiff or such person might have been so received;
 - (iii) an account of all sums of money properly incurred by the plaintiff up to this date for costs, charges and expenses (other than the costs of the suit) in respect of the mortgage-security, together with interest thereon (such interest to be computed at the rate agreed between the parties, or, failing such rate, at the same rate as is payable on the principal, or, failing both such rates, at nine per cent. per annum);
 - (iv) an account of any loss or damage caused to the mortgaged property before this date by any act or omission of the plaintiff which is destructive of, or permanently injurious to, the property or by his failure to perform any of the duties imposed upon him by any law for the time being in force or by the terms of the mortgage-deed.

2. And it is hereby further ordered and decreed that any amount received under clause (ii) or adjudged due under clause (iv) above, together with interest thereon, shall first be adjudged against any sums paid by the plaintiff under clause (iii) together with interest thereon, and the balance, if any, shall be added to the mortgage-money or, as the case may be, be debited in reduction of the amount due to the plaintiff on account of interest on the principal sum adjudged due and thereafter in reduction or discharge of the principal.

3. And it is hereby further ordered that the said Commissioner shall present the account to this Court with all convenient despatch after making all just allowances on or before the day of , and that upon such report of the Commissioner being received, it shall be confirmed and countersigned, subject to such modification as may be necessary after consideration of such objections as the parties to the suit may make.

4. And it is hereby further ordered and decreed—

- (i) that the defendant do pay into Court on or before the day of _____, or any later date up to which time for payment may be extended by the Court, such sum as the Court shall find due, and the sum of Taka for the costs of the suit awarded to the plaintiff;
- (ii) that, on such payment and on payment thereafter before such date as the Court may fix of such amount as the Court may adjudge due in respect of such costs of the suit and such costs, charges and expenses as may be payable under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, the plaintiff shall bring into Court all documents in his possession or power relating to the mortgaged property in the plaint mentioned, and all such documents shall be delivered over to the defendant, or to such person as he appoints, and the plaintiff shall, if so required, re-convey or re-transfer the said property free from the said mortgage and clear of and from all incumbrances created by the plaintiff or any person claiming under him or any person under whom he claims and free from all liability whatsoever arising from the mortgage or this suit and shall, if so required, deliver up to the defendant quiet and peaceable possession of the said property.

5. And it is hereby further ordered and decreed that, in default of payment as aforesaid, the plaintiff shall be at liberty to apply to the Court for a final decree that the defendant shall thenceforth stand absolutely debarred and foreclosed of and from all right to redeem the mortgaged property described in the Schedule annexed hereto and shall, if so required, deliver up to the plaintiff quiet and peaceable possession of the said property; and that the parties shall be at liberty to apply to the Court from time to time as they may have occasion, and on such application or otherwise the Court may give such directions as it thinks fit.

SCHEDULE

Description of the mortgaged property

No. 3A

PRELIMINARY DECREE FOR FORECLOSURE

(Order XXXIV, rule 2.-Where the Court declares the amount due)

(Title)

deliver up to the plaintiff quiet and peaceable possession of the said property; and that the parties shall be at liberty to apply to the Court from time to time as they may have occasion, and on such application or otherwise the Court may give such directions as it thinks fit.

SCHEDULE

Description of the mortgaged property

No. 4

FINAL DECREE FOR FORECLOSURE

(Order XXXIV, rule 3)

(Title)

Upon reading the preliminary decree passed in this suit on the day of and further orders (if any) dated the day of and the application of the plaintiff dated the day of for a final decree and after hearing the parties and it appearing that the payment directed by the said decree and orders has not been made by the defendant or any person on his behalf or any other person entitled to redeem the said mortgage:

It is hereby ordered and decreed that the defendant and all persons claiming through or under him be and they are hereby absolutely debarred and foreclosed of and from all right of redemption of and in the property in the aforesaid preliminary decree mentioned; [and (if the defendant be in possession of the said mortgaged property) that the defendant shall deliver to the plaintiff quiet and peaceable possession of the said mortgaged property].

2. And it is hereby further declared that the whole of the liability whatsoever of the defendant up to this day arising from the said mortgage mentioned in the plaint or from this suit is hereby discharged and extinguished.

No. 5

PRELIMINARY DECREE FOR SALE

(Order XXXIV, rule 4.--Where accounts are directed to be taken)

(Title)

THIS suit coming on this day, etc.; It is hereby ordered and decreed that it be referred to as the Commissioner to take the accounts following:--

- (i) an account of what is due on this date to the plaintiff for principal and interest on his mortgage mentioned in the
plaint (such interest to be computed at the rate payable on the principal or where no such rate is fixed, at six per cent. per annum or at such rate as the Court deems reasonable);
- (ii) an account of the income of the mortgaged property received up to this date by the plaintiff or by any other person by the order or for the use of the plaintiff or which without the wilful default of the plaintiff or such person might have been so received;
- (iii) an account of all sums of money properly incurred by the plaintiff up to this date for costs, charges and expenses (other than the costs of the suit) in respect of the mortgage-security, together with interest thereon (such interest to be computed at the rate agreed between the parties, or, failing such rate, at the same rate as is payable on the principal, or, failing both such rates, at nine per cent. per annum);
- (iv) an account of any loss or damage caused to the mortgaged property before this date by any act or omission of the plaintiff which is destructive of, or permanently injurious to, the property or by his failure to perform any of the duties imposed upon him by any law for the time being in force or by the terms of the mortgage-deed.

2. And it is hereby further ordered and decreed that any amount received under clause (ii) or adjudged due under clause (iv) above, together with interest thereon, shall first be adjudged against any sums paid by the plaintiff under clause (iii), together with interest thereon, and the balance, if any, shall be added to the mortgage-money or, as the case may be, be debited in reduction of the amount due to the plaintiff on account of interest on the principal sum adjudged due and thereafter in reduction or discharge of the principal.

3. And it is hereby further ordered that the said Commissioner shall present the account to this Court with all convenient despatch after making all just allowances on or before the _____ day of _____, and that upon such report of the Commissioner being received, it shall be confirmed and countersigned, subject to such modification as may be necessary after consideration of such objections as the parties to the suit may make.

4. And it is hereby further ordered and decreed-

- (i) that the defendant to pay into Court on or before the day of _____, or any later date up to which time for payment may be extended by the Court, such sum as the Court shall find due and the sum of Taka _____ for the costs of the suit awarded to the plaintiff;
- (ii) that, on such payment and on payment thereafter before such date as the Court may fix of such amount as the Court may adjudge due in respect of such costs of the suit, and such costs, charges and expenses as may be payable under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, the plaintiff shall bring into Court all documents in his possession or power relating to the mortgaged property in the plaint mentioned, and all such documents shall be delivered over to the defendant, or to such person as he appoints, and the plaintiff shall, if so required, re-convey or re-transfer the said property free from the mortgage and clear of and from all incumbrances created by the plaintiff or any person claiming under him or any person under whom he claims and shall, if so required, deliver up to the defendant quiet and peaceable possession of the said property.

5. And it is hereby further ordered and decreed that, in default of payment as aforesaid, the plaintiff may apply to the Court for a final decree for the sale of the mortgaged property; and on such application being made the mortgaged property or a sufficient part thereof shall be directed to be sold; and for the purposes of such sale the plaintiff shall produce before the Court, or such officer as it appoints, all documents in his possession or power relating to the mortgaged property.

6. And it is hereby further ordered and decreed that, the money realised by such sale shall be paid into Court and shall be duly applied (after deduction therefrom of the expenses of the sale) in payment of

the amount payable to the plaintiff under this decree and under any further orders that may be passed in this suit and in payment of any amount which the Court may adjudge due to the plaintiff in respect of such costs of the suit, and such costs, charges and expenses as may be payable under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, and that the balance, if any, shall be paid to the defendant or other persons entitled to receive the same.

7. And it is hereby further ordered and decreed that, if the money realised by such sale not be sufficient for payment in full of the amount payable to the plaintiff as aforesaid, the plaintiff shall be at liberty (where such remedy is open to him under the terms of his mortgage and is not barred by any law for the time being in force) to apply for a personal decree against the defendant for the amount of the balance; and that the parties are at liberty to apply to the Court from time to time as they may have occasion, and on such application or otherwise the Court may give such directions as it thinks fit.

SCHEDULE

Description of the mortgaged property

No. 5A

PRELIMINARY DECREE FOR SALE

(Order XXXIV, rule 4.-When the Court declares the amount due)

(Title)

THIS suit coming on this day, etc.; It hereby is declared that the amount due to the plaintiff on the mortgage mentioned in the plaint calculated up to this day of is the sum of Taka for principal, the sum of Taka for interest on the said principal, the sum of Taka for costs, charges and expenses (other than the costs of the suit) properly incurred by the plaintiff in respect of the mortgage security, together with interest thereon, and the sum of Taka for the costs of the suit awarded to the plaintiff, making in all the sum of Taka .

2. And it is hereby ordered and decreed as follows:—

- (i) that the defendant do pay into Court on or before the day of or any later date up to which time for payment may be extended by the Court, the said sum of Taka ;
- (ii) that, on such payment and on payment thereafter before such date as the Court may fix of such amount as the Court may adjudge due in respect of such costs

of the suit and such costs, charges and expenses as may be payable under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, the plaintiff shall bring into Court all documents in his possession or power relating to the mortgaged property in the plaint mentioned, and all such documents shall be delivered over to the defendant, or to such person as he appoints, and the plaintiff shall, if so required,

re-convey or re-transfer the said property free from the said mortgage and clear of and from all incumbrances created by the plaintiff or any person claiming under him or any person under whom he claims and shall, if so required, deliver up to the defendant quiet and peaceable possession of the said property.

3. And it is hereby further ordered and decreed that, in default of payment as aforesaid, the plaintiff may apply to the Court for a final decree for the sale of the mortgaged property; and on such application being made, the mortgaged property or a sufficient part thereof shall be directed to be sold; and for the purposes of such sale the plaintiff shall produce before the Court, or such officer as it appoints, all documents in his possession or power relating to the mortgaged property.

4. And it is hereby further ordered and decreed that, the money realised by such sale shall be paid into Court and shall be duly applied (after deduction therefrom of the expenses of the sale) in payment of the amount payable to the plaintiff under this decree and under any further orders that may be passed in this suit and in payment of any amount which the Court may adjudge due to the plaintiff in respect of such costs of the suit, and such costs, charges and expenses as may be payable under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, and that the balance, if any, shall be paid to the defendant or other persons entitled to receive the same.

5. And it is hereby further ordered and decreed that, if the money realised by such sale not be sufficient for payment in full of the amount payable to the plaintiff as aforesaid, the plaintiff shall be at liberty (where such remedy is open to him under the terms of his mortgage and is not barred by any law for the time being in force) to apply for the personal decree against the defendant for the amount of

the balance; and that the parties are at liberty to apply to the Court from time to time as they may have occasion, and on such application or otherwise the Court may give such directions as it thinks fit.

SCHEDULE

Description of the mortgaged property

—

No. 6

FINAL DECREE FOR SALE

(Order XXXIV, rule 5)

(Title)

Upon reading the preliminary decree passed in the suit on the day of , and further orders (if any) dated the day of and the application of the plaintiff dated the day of for a final decree and after hearing the parties and it appearing that the payment directed by the said decree and orders has not been made by the defendant or any person on his behalf or any other person entitled to redeem the mortgage.

It is hereby ordered and decreed that the mortgaged property in the aforesaid preliminary decree mentioned or a sufficient part thereof be sold, and that for the purposes of such sale the plaintiff shall produce before the Court of such officer as it appoints all documents in his possession or power relating to the mortgaged property.

2. And it is hereby further ordered and decreed that the money realised by such sale shall be paid into Court and shall be duly applied (after deduction therefrom of the expenses of the sale) in payment of the amount payable to the plaintiff under the aforesaid preliminary decree and under any further orders that may have been passed in this suit and in payment of any amount which the Court may have adjudged due to the plaintiff for such costs of the suit including the costs of this application and such cost, charges and expenses as may

be payable under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, and that the balance, if any, shall be paid to the defendant or other persons entitled to receive the same.

No. 7

PRELIMINARY DECREE FOR REDEMPTION WHERE ON DEFAULT OF
PAYMENT

BY MORTGAGOR A DECREE FOR FORECLOSURE IS PASSED

(Order XXXIV, rule 7.—Where accounts are directed to be taken)

(Title)

THIS suit coming on this day, etc.; It is hereby ordered and
decreed that it be referred to as the Commissioner to take the
accounts following:—

- (i) an account of what is due on this date to the defendant for principal and interest on the mortgage mentioned in the plaint (such interest to be computed at the rate payable on the principal or where no such rate is fixed, at six per cent. per annum or at such rate as the Court deems reasonable);
- (ii) an account of the income of the mortgaged property received up to this date by the defendant or by any other person by order or for the use of the defendant or which without the wilful default of the defendant or such person might have been so received;
- (iii) an account of all sums of money properly incurred by the defendant up to this date for costs, charges and expenses (other than the costs of the suit) in respect of the mortgage-security together with interest thereon (such interest to be computed at the rate agreed between the parties, or, failing such rate, at the same rate as is payable on the principal, or, failing both such rates, at nine per cent. per annum);
- (iv) an account of any loss or damage caused to the mortgaged property before this date by any act or omission of the defendant which is destructive of, or permanently injurious to, the property or by his failure

to perform any of the duties imposed upon him by any law for the time being in force or by the terms of the mortgage-deed.

2. It is hereby further ordered and decreed that an amount received under clause (ii) or adjudged due under clause (iv) above, together with interest thereon, shall be adjusted against any sums paid by the defendant under clause (iii) together with interest thereon, and the balance, if any, shall be added to the mortgage-money or, as the case may be, be debited in reduction of the amount due to the defendant on account of interest on the principal sum adjudged due and thereafter in reduction or discharge of the principal.

3. And it is hereby further ordered that the said Commissioner shall present the account to this Court with all convenient despatch after making all just allowances on or before the day of , and that upon such report of the Commissioner being received, it shall be confirmed and countersigned, subject to such modification as may be necessary after consideration of such objections as the parties to the suit may make.

4. And it is hereby further ordered and decreed—

- (i) that the plaintiff do pay into Court on or before the day of , or any later date up to which time for payment may be extended by the Court, such sum as the Court shall find due and the sum of Taka for the costs of the suit awarded to the defendant;
- (ii) that, on such payment, and on payment thereafter before such date as the Court may fix of such amount as the Court may adjudge due in respect of such costs of the suit and such costs, charges and expenses as may be payable under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, the defendant shall bring into Court all documents in his possession or power relating to the mortgaged property in the plaint mentioned, and all such documents shall be delivered over to the plaintiff, or to such person as he appoints, and the defendant shall, if so required, re-convey or re-transfer the said property free from the said mortgage and clear of and from all incumbrances created by the defendant or any person claiming under him or any person under whom he claims and free from all liability whatsoever arising from the mortgage or this suit and shall, if so required, deliver up to the plaintiff quiet and peaceable

possession of the said property.

5. And it is hereby further ordered and decreed that, in default of payment as aforesaid, the defendant shall be at liberty to apply to the Court for a final decree that the plaintiff shall thenceforth stand absolutely debarred and foreclosed of and from all right to redeem the mortgaged property described in the Schedule annexed hereto and shall, if so required, deliver up to the defendant quiet and peaceable possession of the said property; and that the parties shall be at liberty to apply to the Court from time to time as they may have occasion, and on such application or otherwise the Court may give such directions as it thinks fit.

SCHEDULE

Description of the mortgaged property

No. 7A

PRELIMINARY DECREE FOR REDEMPTION WHEREON DEFAULT OF
PAYMENT
BY MORTGAGOR A DECREE FOR SALE IS PASSED

(Order XXXIV, rule 7.—Where accounts are directed to be taken)

(Title)

THIS suit coming on this day, etc.; It is hereby ordered and
decreed that it be referred to as the Commissioner to
take the accounts following:—

- (i) an account of what is due on this date to the defendant for principal and interest on the mortgage mentioned in the plaint (such interest to be computed at the rate payable on the principal or where no such rate is fixed, at six per cent. per annum or at such rate as the Court deems reasonable);
- (ii) an account of the income of the mortgaged property received up to this date by the defendant or by any other person by the order or for the use of the defendant or which without the wilful default of the defendant or such person might have been so received;
- (iii) an account of all sums of money properly incurred by the defendant up to this date for costs, charges and expenses (other than the costs of the suit) in respect of the mortgage-security together with interest thereon (such interest to be computed at the rate agreed

between the parties, or, failing such rate, at the same rate as is payable on the principal, or, failing both such rates, at nine per cent. per annum);

- (iv) an account of any loss or damage caused to the mortgaged property before this date by any act or omission of the defendant which is destructive of, or permanently injurious to, the property or by his failure to perform any of the duties imposed upon him by any law for the time being in force or by the terms of the mortgage-deed.

2. And it is hereby further ordered and decreed that any amount received under clause (ii) or adjusted due under clause (iv) above, together with interest thereon, shall first be adjudged against any sums paid by the defendant under clause (iii) together with interest thereon, and the balance, if any, shall be added to the mortgage-money, or, as the case may be, be debited in reduction of the amount due to the defendant on account of interest on the principal sum adjudged due and thereafter in reduction or discharge of the principal.

3. And it is hereby further ordered that the said Commissioner shall present the account to this Court with all convenient despatch after making all just allowances on or before the day of , and that, upon such report of the Commissioner being received, it shall be confirmed and countersigned, subject to such modification as may be necessary after consideration of such objections as the parties to the suit may make.

4. And it is hereby further ordered and decreed—

- (i) that the plaintiff do pay into Court on or before the day of or any later date up to which time for payment may be extended by the Court, such sum as the Court shall find due and the sum of Taka for the costs of the suit awarded to the defendant;
- (ii) that, on such payment and on payment thereafter before such date as the Court may fix of such amount as the Court may adjudge due in respect of such costs of the suit and such costs, charges and expenses as may be payable under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, the defendant shall bring into

Court all documents in his possession or power relating to the mortgaged property in the plaint mentioned, and all such documents shall be delivered over to the plaintiff, or to such person as he appoints, and the defendant shall, if so required, re-convey or retransfer the said property free from the said mortgage and clear of and from all incumbrances created by the defendant or any person claiming under him or any person under whom he claims and shall, if so required, deliver up to the defendant quiet and peaceable possession of the said property.

5. And it is hereby further ordered and decreed that, in default of payment as aforesaid, the defendant may apply to the Court for a final decree for the sale of the mortgaged property; and on such application being made, the mortgaged property or a sufficient part thereof shall be directed to be sold; and for the purposes of such sale the defendant shall produce before the Court or such officer as it appoints, all documents in his possession or power relating to the mortgaged property.

6. And it is hereby further ordered and decreed that the money realised by such sale shall be paid into Court and shall be duly applied (after deduction therefrom of the expenses of the sale) in payment of the amount payable to the defendant under this decree and under any further orders that may be passed in this suit and in payment of any amount which the Court may adjudge due to the defendant in respect of such costs of the suit and such costs, charges and expenses as may be payable under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, and that the balance, if any, shall be paid to the plaintiff or other persons entitled to receive the same.

7. And it is hereby further ordered and decreed that, if the money realised by such sale not be sufficient for payment in full of the amount payable to the defendant as aforesaid, the defendant shall be at liberty (where such remedy is open to him under the terms of his mortgage and is not barred by any law for the time being in force) to apply for a personal decree against the plaintiff for the amount of the balance; and that the parties are at liberty to apply to the Court from time to time as they may have occasion, and on such application or otherwise the Court may give such directions as it thinks fit.

SCHEDULE

Description of the mortgaged property

No. 7B

PRELIMINARY DECREE FOR REDEMPTION WHERE ON DEFAULT OF
PAYMENT

BY MORTGAGOR A DECREE FOR FORECLOSURE IS PASSED

(Order XXXIV, rule 7.-Where the Court declares the amount due)

(Title)

THIS suit coming on this day, etc.; It is hereby declared
that the amount due to the defendant on the mortgage mentioned in the

plaint calculated up to this day of is the sum of Taka
for principal, the sum of Taka for interest on the said principal,
the sum of Taka for costs, charges and expenses (other than the
costs of the suit) properly incurred by the defendant in respect of the
mortgage-security together with interest thereon, and the sum of Taka
for the costs of the suit awarded to the defendant, making in all the
sum of Taka.

2. And it is hereby ordered and decreed as follows:-

- (i) that the plaintiff do pay into Court on or before the
day of or any later date up to which time for
payment may be extended by the Court the said sum of
Taka ;
- (ii) that, on such payment and on payment thereafter before
such date as the Court may fix of such amount as the
Court may adjudge due in respect of such costs of the
suit and such costs, charges and expenses as may be
payable under rule 10, together with such subsequent
interest as may be payable under rule 11, of Order
XXXIV of the First Schedule to the Code of Civil
Procedure, 1908, the defendant shall bring into Court
all documents in his possession or power relating to the
mortgaged property in the plaint mentioned, and all
such documents shall be delivered over to the plaintiff,
or to such person as he appoints, and the defendant
shall, if so required, re-convey or re-transfer the said
property free from the said mortgage and clear of and
from all incumbrances created by the defendant or any
person claiming under him or any person under whom
he claims, and free from all liability whatsoever arising

from the mortgage or this suit and shall, if so required, deliver up to the plaintiff quiet and peaceable possession of the said property.

3. And it is hereby further ordered and decreed that, in default of payment as aforesaid, the defendant may apply to the Court for a final decree that the plaintiff shall thenceforth stand absolutely debarred and foreclosed of and from all right to redeem the mortgaged property described in the Schedule annexed hereto and shall, if so required, deliver up to the defendant quiet and peaceable possession of the said property; and that the parties shall be at liberty to apply to the Court from time to time as they may have occasion, and on such application or otherwise the Court may give such directions as it thinks fit.

SCHEDULE

Description of the mortgaged property

No. 7C

PRELIMINARY DECREE FOR REDEMPTION WHERE ON DEFAULT OF
PAYMENT
BY MORTGAGOR A DECREE FOR SALE IS PASSED

(Order XXXIV, rule 7.-Where the Court declares the amount due)

(Title)

This suit coming on this day, etc.; It is hereby declared that the amount due to the defendant on the mortgage mentioned in the plaint calculated up to this day of is the sum of Taka for principal, the sum of Taka for interest on the said principal, the sum of Taka for costs, charges and expenses (other than the costs of the suit) properly incurred by the defendant in respect of the mortgage-security together with interest thereon, and the sum of Taka for the cost of this suit awarded to the defendant, making in all the sum of Taka .

2. And it is hereby ordered and decreed as follows:-

- (i) that the plaintiff do pay into Court on or before the day of or any later date up to which time the payment may be extended by the Court the said sum of Taka.
- (ii) that, on such payment and on payment thereafter before such date as the Court may fix of such amount as the Court may adjudge due in respect of such costs of the suit and such costs, charges and

expenses as may be payable under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, the defendant shall bring into Court all documents in his possession or power relating to the mortgaged property in the plaint mentioned, and all such documents shall be delivered over to the plaintiff, or such person as he appoints, and the defendant shall, if so required, re-convey or re-transfer the said property to the plaintiff free from the said mortgage and clear of and from all incumbrances created by the defendant or any person claiming under him or any person under whom he claims and shall, if so required, deliver up to the plaintiff quiet and peaceable possession of the said property.

3. And it is hereby further ordered and decreed that, in default of payment as aforesaid, the defendant may apply to the Court for a final decree for the sale of the mortgaged property; and on such application being made, the mortgaged property or a sufficient part thereof shall be directed to be sold; and for the purposes of such sale the defendant shall produce before the Court, or such officer as it appoints, all documents in his possession or power relating to the mortgaged property.

4. And it is hereby further ordered and decreed that the money realised by such sale shall be paid into Court and shall be duly applied (after deduction therefrom of the expenses of the sale) in payment of the amount payable to the defendant under this decree and under any further orders that may be passed in this suit and in payment of any amount which the Court may adjudge due to the defendant in respect of such costs of the suit and such costs, charges and expenses as may be payable under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, and that the balance, if any, shall be paid to the plaintiff or other persons entitled to the same.

5. And it is hereby further ordered and decreed that, if the money realised by such sale shall not be sufficient for the payment in full of the amount payable to the defendant as aforesaid, the defendant shall be at liberty (where such remedy is open to him under the terms of the mortgage and is not barred by any law for the time being in force) to apply for a personal decree against the plaintiff for the amount of the balance; and that the parties are at liberty to apply to the Court from time to time as they may have occasion, and on such application or otherwise the Court may give such directions as it thinks fit.

SCHEDULE

Description of the mortgaged property

No. 7D

FINAL DECREE FOR FORECLOSURE IN A REDEMPTION SUIT ON
DEFAULT OF PAYMENT BY MORTGAGOR.

(Order XXXIV, rule 8)

(Title)

Upon reading the preliminary decree in this suit on the day of _____ and further orders (if any) dated the day of _____, and the application of the defendant dated the _____ day of _____ for a final decree and after hearing the parties, and it appearing that the payment as directed by the said decree and orders has not been made by the plaintiff or any person on his behalf or any other person entitled to redeem the mortgage:

It is hereby ordered and decreed that the plaintiff and all persons claiming through or under him be and they are hereby absolutely debarred and foreclosed of and from all right of redemption of and in the property in the aforesaid preliminary decree mentioned; [and (*if the plaintiff be in possession of the said mortgaged property*) that the plaintiff shall deliver to the defendant quiet and peaceable possession of the said mortgaged property].

2. And it is hereby further declared that the whole of the liability whatsoever of the plaintiff up to this day arising from the said mortgage mentioned in the plaint or from this suit hereby discharged and extinguished.

No. 7E

FINAL DECREE FOR SALE IN A REDEMPTION SUIT ON DEFAULT OF
PAYMENT BY MORTGAGOR

(Order XXXIV, rule 8)

(Title)

Upon reading the preliminary decree passed in the suit on the day of _____ and further orders (if any) _____ dated the day of _____, and the application of the defendant dated the day of _____ for a final decree and after hearing the parties and it appearing that the payment directed by the said decree and orders has not been made by the plaintiff or any person on his behalf or any other person entitled to redeem the mortgage:

It is hereby ordered and decreed that the mortgaged property in the aforesaid preliminary decree mentioned or a sufficient part thereof be sold and that for the purposes of such sale the defendant shall

produce before the Court, or such officer as it appoints, all documents in his possession or power relating to the mortgaged property.

2. And it is hereby further ordered and decreed that, the money realised by such sale shall be paid into Court and shall be duly applied (after deduction therefrom of the expenses of the sale) in payment of the amount payable to the defendant under the aforesaid preliminary decree and under any further orders that may have been passed in this suit and in payment of any amount which the Court may have adjudged due to the defendant for such costs of the suit including the costs of this application and such costs, charges and expenses as may be payable under rule 10, together with the subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, and that the balance if any, shall be paid to the plaintiff or other persons entitled to receive the same.

No. 7F

FINAL DECREE IN A SUIT FOR FORECLOSURE, SALE OR REDEMPTION
WHERE THE MORTGAGOR PAYS THE AMOUNT OF THE DECREE

(Order XXXIV, rules 3, 5 and 8)

(Title)

THIS suit coming on this day for further consideration and it appearing that on the day of the mortgagor or , the same being a person entitled to redeem, has paid into Court all amounts due to the mortgagee under the preliminary decree dated the day of ;
It is hereby ordered and decreed that:—

- (i) the mortgaged do execute a deed of reconveyance of the property in the aforesaid preliminary decree mentioned in favour of the mortgagor [or, as the case may be, who has redeemed the property] or an acknowledgement of the payment of the amount due in his favour;
- (ii) the mortgagee do bring into Court all documents in his possession and power relating to the mortgaged property in the suit.

And it is hereby further ordered and decreed that, upon the mortgagee executing the deed of reconveyance or acknowledgement in the manner aforesaid,—

- (i) the said sum of Taka be paid out of Court to the mortgagee;

- (ii) the said deeds and documents brought into the Court be delivered out of Court to the mortgagor [or the person making the payment] and the mortgagee do, when so required, concur in registering, at the cost of the mortgagor or other person making the payment, the said deed or reconveyance or the acknowledgement in the office of the Sub-Register of ; and
- (iii) if the mortgagee, plaintiff or defendant, as the case may be, is in possession of the mortgaged property that the mortgagee do forthwith deliver possession of the mortgaged property in the aforesaid preliminary mentioned to the mortgagor or such person as aforesaid who has made the payment.

No. 8

DECREE AGAINST MORTGAGOR PERSONALLY FOR BALANCE AFTER THE
SALE OF THE MORTGAGED PROPERTY

(Order XXXIV, rules 6 and 8A)

(Title)

Upon reading the application of the mortgagee (the plaintiff or defendant, as the case may be) and reading the final decree passed in the suit on the day of and the Court being satisfied that the net proceeds of the sale held under the aforesaid final decree amounted to Taka and have been paid to the applicant out of the Court on the day of and that the balance now due to him under the aforesaid decree is Taka ;

And whereas it appears to the Court that the said sum is legally-recoverable from the mortgagor (plaintiff or defendant, as the case may be) personally;

It is hereby ordered and decreed as follows:-

That the mortgagor (plaintiff or defendant, as the case may be) do pay to the mortgagee (defendant or plaintiff, as the case may be) the said sum of Taka with further interest at the rate of six per cent. per annum from the day of (the date of payment out of Court referred to above) up to the date of realization of the said sum, and the costs of this application.

No. 9

PRELIMINARY DECREE FOR FORECLOSURE OR SALE

[Plaintiff 1st
Mortgagee.

Vs.

Defendant No. 1 Mortgagor.

Defendant No. 2 2nd Mortgagor].

(Order XXXIV, rules 2 and 4)

(Title)

The suit coming on this day, etc.; It is hereby declared that the amount due to the plaintiff on the mortgage mentioned in the plaint calculated up to this day of is the sum of Taka for principal, the sum of Taka for interest on the said principal, the sum of Taka for costs, charges and expenses (other than the costs of the suit) incurred by the plaintiff in respect of the mortgage-security with interest thereon and the sum of Taka for the costs of this suit awarded to the plaintiff, making in all the sum of Taka

(Similar declaration to be introduced with regard to the amount due to defendant No. 2 in respect of his mortgage if the mortgage-money due there under has become payable at the date of the suit.)

2. It is further declared that the plaintiff is entitled to payment of the amount due to him in priority to defendant No. 2 [or *(if there are several subsequent mortgagees)* that the several parties hereto are entitled in the following order to the payment of the sums to them respectively:-]

3. And it is hereby ordered and decreed as follows:-

(i) (a) that defendants or one of them do pay into Court on or before the day of or any later date up to which time for payment has been extended by the Court the said sum of Taka due to the plaintiff; and

(b) that defendant No. 1 do pay into Court on or before the day of or any later date up to which time for payment has been extended by the Court the said sum of Taka due to defendant No. 2; and

(ii) that, on payment of the sum declared to be due to the plaintiff by defendants or either of them in the manner prescribed in clause (i) (a) and on payment thereafter before such date as the Court may fix of such amount as the Court may adjudge due in respect of such costs of the suit and such costs, charges and expenses as may be payable under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, the plaintiff shall bring into

Court all documents in his possession or power relating to the mortgaged property in the plaint mentioned, and all such documents shall be delivered over to the defendant No. (who has made the payment), or to such person as he appoints, and the plaintiff shall, if so required, re-convey or re-transfer the said property free from the said mortgage and clear of and from all incumbrances created by the plaintiff or any person claiming under him or any person under whom he claims, and also free from all liability whatsoever arising from the mortgage or this suit and shall, if so required, deliver up to the defendant No. (who has made the payment) quiet and peaceable possession of the said property.

(Similar declarations to be introduced, if defendant No. 1 pays the amount found or declared to be due to defendant No. 2 with such variations as may be necessary having regard to the nature of his mortgage.)

4. And it is hereby further ordered and decreed that, in default of payment as aforesaid of the amount due to the plaintiff, the plaintiff shall be at liberty to apply to the Court for a final decree-

- (i) *[in the case of a mortgage by conditional sale or an anomalous mortgage where the only remedy provided for in the mortgage-deed is foreclosure and not sale]* that the defendants jointly and severally shall thenceforth stand absolutely debarred and foreclosed of and from all right to redeem the mortgaged property described in the Schedule annexed hereto and shall, if so required, deliver to the plaintiff quiet and peaceable possession of the said property; or
- (ii) *[in the case of any other mortgage]* that the mortgaged property or a sufficient part thereof shall be sold; and that for the purposes of such sale the plaintiff shall produce before the Court or power relating to the mortgaged property; and
- (iii) *[in the case where a sale is ordered under clause 4(ii) above]* that the money realised by such sale shall be paid into Court and be duly applied (after deduction therefrom of the expenses of the sale) in payment of the amount payable to the plaintiff under this decree and under any further orders that may have been passed in this suit and in payment of the amount which the Court may adjudge due to the plaintiff in respect of such costs of the suit and such costs, charges and expenses as may be payable under rule 10, together with such

subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, and that the balance, if any, shall be applied in payment of the amount due to defendant No. 2; and that if any balance be left, it shall be paid to the defendant No. 1 or other persons entitled to receive the same; and

- (iv) that, if the money realised by such sale shall not be sufficient for payment in full of the amounts due to the plaintiff and defendant No. 2, the plaintiff or defendant No. 2 or both of them, as the case may be, shall be at liberty (when such remedy is open under the terms of their respective mortgages and is not barred by any law for the time being in force) to apply for a personal decree against defendant No. 1 for the amounts remaining due to them respectively.

5. And it is hereby further ordered and decreed—

- (a) that if defendant No. 2 pays into Court to the credit of this suit the amount adjudged due to the plaintiff, but defendant No. 1 makes default in the payment of the said amount, defendant No. 2 shall be at liberty to apply to the Court to keep the plaintiff's mortgage alive for his benefit and to apply of a final decree (*in the same manner as the plaintiff might have done under clause 4 above*)—

(i) that defendant No. 1 shall thenceforth stand absolutely debarred and foreclosed of and from all right to redeem the mortgaged property described in the Schedule annexed hereto and shall, if so required, deliver up to defendant No. 2 quiet and peaceable possession of the said property; or

(ii) that the mortgaged property or a sufficient part thereof be sold and that for the purposes of such sale defendant No. 2 shall produce before Court or such officer as it appoints, all documents in his possession or power relating to the mortgaged property;

- and (b) (if on the application of defendant No. 2 such a final decree for foreclosure is passed), that the whole of the liability of defendant No. 1 arising from the plaintiff's mortgage or from the mortgage of defendant No. 2 or from this suit shall be deemed to have been discharged and extinguished,

6. And it is hereby further ordered and decreed *in the case*

where a sale is ordered under clause 5 above—

- (i) that the money realised by such sale shall be paid into Court and be duly applied (after deduction therefrom of the expenses of the sale) first in payment of the amount paid by defendant No. 2 in respect of the plaintiff's mortgage and the costs of the suit in connection therewith and in payment of the amount which the Court may adjudge due in respect of subsequent interest on the said amount; and that the balance, if any, shall then be applied in payment of the amount adjudged due to defendant No. 2 in respect of his own mortgage under this decree and any further orders that may be passed and in payment of the amount which the Court may adjudge due in respect of such costs of this suit and such costs, charges and expenses as may be payable to defendant No. 2 under rule 10, together with such

subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, and that the balance, if any, shall be paid to defendant No. 1 or other persons entitled to receive the same; and

- (ii) that, if the money realised by such sale shall not be sufficient for payment in full of the amount due in respect of the plaintiff's mortgage or defendant No. 2's mortgage, defendant No. 2 shall be at liberty (where such remedy is open to him under the terms of his mortgage and is not barred by any law for the time being in force) to apply for a personal decree against defendant No. 1 for the amount of the balance.

7. And it is hereby further ordered and decreed that the parties are at liberty to apply to the Court from time to time as they may have occasion, and on such application or otherwise the Court may give such directions as it thinks fit.

SCHEDULE

Description of the mortgaged property

No. 10

PRELIMINARY DECREE FOR REDEMPTION OF PRIOR MORTGAGE AND FORECLOSURE OR SALE ON SUBSEQUENT MORTGAGE

[Plaintiff 2nd Mortgagee.

vs.

Defendant No. 1 Mortgagor.

Defendant No. 2 1st Mortgagee].

(Order XXXIV, rules 2, 4 and 7)

(Title)

The suit coming on this day, etc.; It is hereby declared that the amount due to defendant No. 2 on the mortgage mentioned in the plaint calculated up to this day of is the sum of Taka for principal, the sum of Taka for interest on the said principal, the sum of Taka for costs, charges and expenses (other than the costs of the suit) Properly incurred by defendant No. 2 in respect of the mortgage-security with interest thereon and the sum of Taka for the costs of this suit awarded to defendant No.2 making in all the sum of Taka .

(Similar declaration to be introduced with regard to the amount due from defendant No. 1 to the plaintiff in respect of his mortgage if the mortgage-money due there under has become payable at the date of the suit.)

2. It is further declared that defendant No. 2 is entitled to payment of the amount due to him in priority to the plaintiff or (if there are several subsequent mortgagees) that the several parties hereto are entitled in the following order to the payment of the sums due to them respectively:—

3. And it is hereby ordered and decreed as follows:—

- (i) (a) that the plaintiff or defendant No. 1 or one of them do pay into Court on or before the day of or any later date up to which time for payment has been extended by the Court the said sum of Taka due to defendant No. 2; and
(b) that defendant No. 1 do pay into Court on or before the day of or any later date up to which time for payment has been extended by the Court the said sum of Taka due to the plaintiff; and
- (ii) that, on payment of the sum declared due to defendant No. 2 by the plaintiff and defendant No. 1 or either or them in the manner prescribed in clause (i) (a) and on payment thereafter before such date as the Court may fix of such amount as the Court may adjudge due in respect of such costs of the suit and such costs, charges and expenses as may be payable under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, defendant No. 2 shall bring into Court all documents in his possession or

power relating to the mortgaged property in the plaint mentioned, and all such documents shall be delivered over to the plaintiff or defendant No.1 (whoever has made the payment), or to such person as he appoints, and defendant No. 2 shall, if so required, re-convey or re-transfer the said property free from the said mortgage and clear of and from all incumbrances created by defendant No. 2 or any person claiming under him or any person under whom he claims, and also free from all liability whatsoever arising from the mortgage or this suit and shall, if so required, deliver up to the plaintiff or defendant No. 1 (whoever has made the payment) quiet and peaceable possession of the said property.

(Similar declarations to be introduced, if defendant No. 1 pays the amount found or declared due to the plaintiff with such variations as may be necessary having regard to the nature of his mortgage.)

4. And it is hereby further ordered and decreed that, in default of payment as aforesaid, of the amount due to defendant No. 2, defendant No. 2 shall be at liberty to apply to the Court that the suit be dismissed or for a final decree-

- (i) *in the case of a mortgage by conditional sale or an anomalous mortgage where the only remedy provided for in the mortgage-deed is foreclosure and not sale that the plaintiff and defendant No. 1 jointly and severally shall thenceforth stand absolutely debarred and foreclosed of and from all right to redeem the mortgaged property described in the Schedule annexed hereto and shall, if so required, deliver to the defendant No. 2 quiet and peaceable possession of the property; or*
- (ii) *in the case of any other mortgage that the mortgaged property or a sufficient part thereof shall be sold; and that for the purposes of such sale defendant No. 2 shall produce before the Court or such officer as it appoints, all documents in his possession or power relating to the mortgaged property; and*
- (iii) *in the case where a sale is ordered under clause 4(ii) above that the money realised by such sale shall be paid into Court and be duly applied (after deduction therefrom of the expenses of the sale) in payment of the amount payable to defendant No. 2 under the decree and under any further orders that may have been passed in this suit and in payment of the amount which the Court may adjudge due to defendant No. 2 in respect of such costs of*

the suit and such costs, charges and expenses as may be payable to the plaintiff under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, and that the balance, if any, shall be applied in payment of the amount due to the plaintiff and that if any balance be left, it shall be paid to the defendant No. 1 or other persons entitled to receive the same; and

- (iv) that, if the money realised by such sale shall not be sufficient for payment in full of the amounts due to defendant No. 2 and the plaintiff, defendant No. 2 or the plaintiff or both of them, as the case may be, shall be at liberty (when such remedy is open under the terms of their respective mortgages and is not barred by any law for the time being in force) to apply for a personal decree against defendant No. 1 for the amounts remaining due to them respectively.

5. And it is hereby further ordered and decreed,—

- (a) that, if the plaintiff pays into Court to the credit of this suit the amount adjudged due to defendant No. 2 but defendant No. 1 makes default in the payment of the said amount, the plaintiff shall be at liberty to apply to the Court to keep defendant No. 2's mortgage alive for his benefit and to apply for a final decree (*in the same manner as the defendant No. 2 might have done under clause 4 above*)—
- (i) that defendant No. 1 shall thenceforth stand absolutely debarred and foreclosed of and from all right to redeem the mortgaged property described in the Schedule annexed hereto and shall, if so required, deliver up to the plaintiff quiet and peaceable possession of the said property; or
- (ii) that the mortgaged property or a sufficient part thereof be sold and that for the purposes of such sale the plaintiff shall produce before the Court or such officer as it appoints, all documents in his possession or power relating to the mortgaged property;
- and (b) (if on the application of defendant No. 2 such a final decree for foreclosure is passed), that the whole of the liability of defendant No. 1 arising from the plaintiff's mortgage or from the mortgage of defendant No. 2 or from this suit shall be deemed to have been discharged and extinguished,

6. And it is hereby further ordered and decreed (*in the case where a sale is ordered under clause 5 above*)—

- (i) that the money realised by such sale shall be paid into Court and be duly applied (after deduction therefrom of the expenses of the sale) first in payment of the amount paid by the plaintiff in respect of defendant No. 2's mortgage and the costs of the suit in connection therewith and in payment of the amount which the Court may adjudge due in respect of subsequent interest on the said amount; and that the balance, if any, shall then be applied in payment of the amount adjudged due to the plaintiff in respect of his own mortgage under this decree and any further orders that may be passed and in payment of the amount which the Court may adjudge due in respect of such costs of this suit and such costs, charges and

expenses as may be payable to the plaintiff under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, and that the balance, if any, shall be paid to defendant No. 1 or other persons entitled to receive the same; and

- (ii) that, if the money realised by such sale shall not be sufficient for payment in full of the amount due in respect of the defendant No. 2's mortgage or the plaintiff's mortgage, defendant No. 2 shall be at liberty (where such remedy is open to him under the terms of his mortgage and is not barred by any law for the time being in force) to apply for a personal decree against defendant No. 1 for the amount of the balance.

7. And it is hereby further ordered and decreed that the parties are at liberty to apply to the Court from time to time as they may have occasion, and on such application or otherwise the Court may give such directions as it thinks fit.

SCHEDULE

Description of the mortgaged property

No. 11

PRELIMINARY DECREE FOR SALE

[Plaintiff Sub or derivative mortgagee.
vs.

Defendant No.1 Mortgagor.

Defendant No. 2 Original mortgagee].

(Order XXXIV, rule 4)

(Title)

This suit coming on this day, etc.; It is hereby declared that the amount due to defendant no. 2 on his mortgage calculated up to this day of is the sum of Taka for principal, the sum of Taka for interest on the said principal, the sum of Taka for costs, charges and expenses (other than the costs of the suit) in respect of the mortgage security together with interest thereon and the sum of Taka for the costs of the suit awarded to defendant No. 2, making in all the sum of Taka .

(Similar declarations to be introduced with regard to the amount due to the plaintiff, defendant No. 2 to the plaintiff in respect of his mortgage.)

2. And it is hereby ordered and decreed as follows:—

- (i) that defendant no. 1 do pay into Court on or before the said day of or any later date up to which time for payment may be extended by the Court the said sum of Taka due to defendant No. 2.

(Similar declarations to be introduced with regard to the amount. Due to the plaintiff, defendant No. 2 being at liberty to pay such amount.)

- (ii) that, on payment of the sum declared due to defendant No. 2 by defendant No.1 in the manner prescribed in clause 2(I) and on payment thereafter before such date as the Court may fix of such amount as the Court may adjudge due in respect of such costs of the suit and such costs, charges and expenses as may be payable under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, the plaintiff and defendant No. 2 shall bring into Court all documents in their possession or power relating to the mortgaged property in the plaint mentioned, and all such documents (except such as relate only to the sub-mortgage) shall be delivered over to defendant No. 1; or to such person as he appoints, and defendant No. 2 shall, if so required, re-convey or retransfer the property to defendant No.1 free from the said mortgage clear of and from all encumbrances created by defendant No. 2 or any person claiming under him or any person under whom he claims, and free from all liability arising from the mortgage or this suit and

shall, if so required, deliver up to defendant No. 1 quiet and peaceable possession of the said property; and

- (iii) that, upon payment into the Court by defendant No. 1 of the amount due to defendant No. 2, the plaintiff shall be at liberty to apply for payment to him of the sum declared due to him together with any subsequent costs of the suit and other costs, charges and expenses as may be payable under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, and that the balance, if any, shall then be paid to defendant No.2; and that if the amount paid into the Court be not sufficient to pay in full the sum due to the plaintiff, the plaintiff shall be at liberty (if such remedy is open to him by the terms of the mortgage and is not barred by any law for the time being in force) to apply for a personal decree against defendant No. 2 for the amount of the balance.

3. And it is further ordered and decreed that if defendant No. 2 pays into Court to the credit of this suit the amount adjudged due to the plaintiff, the plaintiff shall bring into the Court all documents, etc. [as in sub-clause (ii) of clause 2].

4. And it is hereby further ordered and decreed that, in default of payment by defendants Nos. 1 and 2 as aforesaid, the plaintiff may apply to the Court for a final decree for sale, and on such application being made the mortgaged property or a sufficient part thereof shall be directed to be sold; and that for the purposes of such sale the plaintiff and defendant No. 2 shall produce before the Court or such officer as it appoints, all documents in their possession or power relating to the mortgaged property.

5. And it is hereby further ordered and decreed that the money realised by such sale shall be paid into Court and be duly applied (after deduction therefrom of the expenses of the sale) first in payment of the amount due to the plaintiff as specified in clause 1 above with such costs of the suit and other costs, charges and expenses as may be payable under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, and that the balance, if any, shall be applied in payment of the amount due to defendant No. 2: and that, if any balance be left, it shall be paid to defendant No. 1 or other persons entitled to receive the same.

6. And it is hereby further ordered and decreed that, if the money realised by such sale shall not be sufficient for payment in full of the amounts payable to the plaintiff and defendant No. 2, the plaintiff or defendant No. 2 or both of hem, as the case may be, shall be at liberty (if such remedy is open under their respective mortgages and is not barred by any law for the time being in force) to apply for a personal decree against defendant No.2 or defendant No. 1 (as the case may be) for the amount of the balance.

7. And it is hereby further ordered and decreed that, if defendant No. 2 pays into Court to the credit of this suit the amount adjudged due to the plaintiff, but defendant No. 1 makes default in payment of the amount due to defendant No. 2, defendant No. 2 shall be at liberty to apply to the Court for a final decree for foreclosure or sale (as the case may be)-(declarations in the ordinary form to be introduced according to the nature of defendant No. 2's mortgage and the remedies open to him thereunder).

8. And it is hereby further ordered and decreed that the parties are as liberty to apply to the Court as they may have occasion, and on such application or otherwise the Court may give some directions as it thinks fit.

SCHEDULE

[Description of the mortgaged property]

No. 12

DECREE FOR RECTIFICATION OF INSTRUMENT

(Title)

It is hereby declared that the _____, dated the _____ day of _____ 19____, does not truly 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 _____, dated the _____ day of _____ 19____, and made between _____ and _____, is void as against the plaintiff and all other the creditors, if any, of the defendant.

No. 14

INJUNCTION AGAINST PRIVATE NUISANCE

(Title)

LET the defendant _____, his agent, 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, so or in such manner as to darken, injure or obstruct such of the plaintiffs windows in his said premises as are 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 lane 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 land marked B in the annexed plan or for any purpose whatsoever.

No. 17

PRELIMINARY DECREE IN AN ADMINISTRATION-SUIT

(Title)

It is ordered that the following accounts and inquiries be taken

and made; that is to say:—

In creditor's suit—

1. That an account be taken of what is due to the plaintiff and all other the creditors of the deceased.

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 in 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 Taka.

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 immovable property the deceased was seized or entitled to at the time of his death;
- (b) an inquiry what are the incumbrances (if any) affecting

* Here insert name of proper officer.

the immovable 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 hereinafter directed.

11. And that the immovable 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 immovable 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 by 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. 18

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 Taka , the balance by the said certificate found to be due from the said defendant on account of the estate of , the testator, and also the sum of Taka for interest, at the rate of Taka per cent. per annum, from the day of to the day of , amounting together to the sum of Taka .

* Here insert name of proper officer.

2. Let the * of the said Court tax the costs of the plaintiff and defendant in this suit, and let the amount of the said costs, when so taxed, be paid out of the said sum of Taka ordered to be paid into Court as aforesaid, as follows:—

- (a) The costs of the plaintiff to Mr. , his ¹[* * *] pleader *or* and the costs of the defendant to Mr. , his ²[* * *] pleader.
- (b) And (*if any debts are due*) with the residue of the said sum of Taka after payment of the plaintiff's and defendant's costs as aforesaid, let the sums found to be owing to the several creditors mentioned in the schedule to the certificate, of the *, together with subsequent interest on such of the debts 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.

3. And if there should then be any residue, let the same be paid to the residuary legatee.

No. 19

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

(Title)

1. It is declared that the defendant is personally liable to pay the legacy of Taka bequathed to the plaintiff;

2. And it is ordered that an account be taken of what is due for principal and interest on the said legacy;

3. And it is also ordered that the defendant do, within weeks after the date of the certificate of the *, pay to the plaintiff the amount of what the * shall certify to be due for principal and interest;

4. And it is ordered that the defendant do pay the plaintiff his costs of suit, the same to be taxed in case the parties differ.

No. 20

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

¹ The words "attorney or" were omitted by section 3 and 2nd Schedule of the Bangladesh Laws (Revision and Declaration) Act, 1973 (Act No. VIII of 1973).

² The words "attorney or" were omitted by section 3 and 2nd Schedule of the Bangladesh Laws (Revision and Declaration) Act, 1973 (Act No. VIII of 1973).

* Here insert name of proper officer.

(Title)

1. LET the * of the said Court tax the costs of the plaintiff and defendant in this suit, and let the amount of the said plaintiff's costs, when so taxed, be paid by the defendant to the plaintiff out of the sum of Taka , the balance by the said certificate found to be due from the said defendant on account of the personal estate of *E. F.*, the intestate, within one week after the taxation of the said costs by the said * , and let the defendant retain for her own use out of such sum her costs, when taxed.

2. And it is ordered that the residue of the said sum or Taka after payment of the plaintiff's and defendant's costs as aforesaid, be paid and applied by defendant as follows:—

- (a) Let the defendant, within one week after the taxation of the said costs by the * 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.
- (b) 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.
- (c) And let the defendant, within one week after the taxation of the said costs by the * 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

PRELIMINARY 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 day of , and it is ordered that the dissolution thereof as from that day be advertised in the Gazette, etc.

And it is ordered that be the receiver of the partnership-estate and effects in this suit and do get in all the outstanding book-debts and claims of the partnership.

* Here insert name of proper officer.

And it is ordered that the following accounts be taken:—

1. An account of the credits, property and effects now belonging to the said partnership;
2. An account of the debts and liabilities of the said partnership;
3. An account of all dealings and transactions between the plaintiff and defendant, from the foot of the settled account exhibited in this suit and marked (A), and not disturbing any subsequent settled accounts.

And it is ordered that the goodwill of the business heretofore carried on by the plaintiff and defendant as in the plaint mentioned, and the stock-in-trade, be sold on the premises, and that the * may, on the application of any of the parties, fix a reserved bidding for all or any of the lots at such sale, and that either of the parties is to be at liberty to bid at the sale.

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

And, lastly, it is ordered that this suit stand adjourned for making a final decree to the day of .

No. 22

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

(Title)

It is ordered that the fund now in Court; amounting to the sum of Taka , be applied as follows:—

1. In payment of the debts due by the partnership set forth in the certificate of the * amounting in the whole to Taka .

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

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

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

[Or, And that the remainder of the said sum of Taka

* Here insert name of proper officer.

be paid to the said plaintiff (*or* defendant) in part payment of the sum of Taka 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 Taka being the balance of the said sum of Taka 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 Taka 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

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

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

(*Title*)

To

WHEREAS in execution of the decree in the above-named
suit has applied to this Court that the sum of

1908: Act V]

Civil Procedure

Taka recoverable under the decree has been $\frac{\text{paid}}{\text{adjusted}}$ and should be recorded as certified, this is to give you notice that you are to appear before this Court on the day of 19 , to show cause why the $\frac{\text{payment}}{\text{adjustment}}$ aforesaid should not be recorded as certified.

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

No. 2

PRECEPT (Section 46)

(Title)

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

Schedule

Dated the 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 the Court of at for execution of the decree in the above suit by the said Court, alleging that the judgment-debtor resides or has property within the local limits of the jurisdiction of the said Court, and it is deemed necessary and proper to send a certificate to the said Court under Order XXI, rule 6, of the Code of Civil Procedure, 1908, it is

Ordered:

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

Dated the day of 19 .

Judge

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 .

Judge

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

No.5

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

Number of suit and the Court by which the decree was passed.	Names of parties.	Date of application for execution.	Number of 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

					¹ [Taka	poisha]		
<i>Signature of Muharrir in charge.</i>					<i>Signature of Judge.</i>			

No. 6**APPLICATION FOR EXECUTION OF DECREE, (O.21, r.11)**

In the Court of _____, I, decree-holder, hereby apply for execution of the decree herein below set forth:-

1	2	3	4	5	6	7	8	9	10
No. of suit.	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 of costs, if any, awarded.	Against whom to be executed.	Mode in which the assistance of the Court is required.	

¹ The words "Taka poisha" were substituted, for the words "Rs. a.p." by section 3 and 2nd Schedule of the Bangladesh Laws (Revision and Declaration) Act, 1973 (Act No. VIII of 1973).

[When attachment and sale of immovable property is sought]

Description and Specification of property

The undivided one-third share of the judgment-debtor in a house situated in the village of , value Taka 40, 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 the interest of the defendant in the property therein specified.

Signed _____, decree-holder.

No. 7

NOTICE TO SHOW CAUSE WHY EXECUTION SHOULD NOT ISSUE.

(O. 21, r. 16)

(Title)

To

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 you notice that you are to appear before this Court _____ on the _____ day _____ of 19 _____, to show cause why execution 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 MOVABLE PROPERTY IN EXECUTION OF A DECREE FOR MONEY. (O. 21, r. 30)

(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 _____ 19 _____, to pay to the plaintiff the sum of

Decree				Taka _____ as noted in the margin ; and
Principal .. ..	..			whereas the said sum of Taka _____ has
Interest .. ..	..			not been paid ; These are to command
Costs .. ..	..			you to attach the movable property of
Costs of execution ..	..			the said _____ as set forth in the
Further interest..	..			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 Taka _____ together
				with Taka _____, the costs of this
				attachment, to hold the same until
				further orders from this Court.

Total ..			
----------	--	--	--

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, or why it has not been executed.

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

Judge

SCHEDULE

No. 9

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

(Title)

To

The Bailliff of the Court.

WHEREAS _____ was ordered by decree of this Court passed on the _____ day of _____ 19____ in Suit No. _____ of 19____, _____ to deliver to the plaintiff the movable property (or a share in the movable property) specified in the schedule hereunto annexed, and whereas the said property (or share) has not been delivered ;

These are to command you to seize the said movable property (or a share of the said movable property) and to deliver it to the plaintiff or to such persons as he may appoint in his behalf.

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

Judge.

SCHEDULE

No. 10

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

(Title)

To

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 a deed of _____, whereof a draft is hereunto annexed, of the immovable property specified hereunder, 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

Total ..

--	--	--

 of Taka together with
Taka for the costs of
executing this process, to bring the
said defendant before the Court with all convenient speed.

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, or the 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 who has been brought before this Court this day of 19 , under a warrant in execution of a decree which was made and pronounced by the said Court 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 not 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 the monthly allowance for the subsistence of the said during his confinement under this warrant of committal.

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

Judge.

No. 15

ORDER FOR THE RELEASE OF A PERSON IMPRISONED
IN EXECUTION OF A DECREE

(Section 58,59)

(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 A LIEN OR RIGHT OF SOME OTHER PERSON TO THE IMMEDIATE POSSESSION THEREOF. (O. 21, r, 46)

(Title)

To

WHEREAS

has failed to satisfy a decree passed against on the day of 19 , in Suit No. of 19 , in favour of for Taka ; It is ordered that the defendant be, and is hereby, prohibited and restrained until the further order of this Court, from receiving from the following property in the possession of the said , that is to say, to which the defendant is entitled, subject to any claim of the said , and the said is hereby prohibited and restrained, until the further order of this Court, from delivering the said property to any person or persons whomsoever.

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

Judge

No. 17

ATTACHMENT IN EXECUTION

PROHIBITORY ORDER, WHERE THE PROPERTY CONSISTS OF DEBTS NOT SECURED BY NEGOTIABLE INSTRUMENTS. (O.21, r.46)

(Title)

To

WHEREAS

has failed to satisfy a decree passed against on the day of 19 , in Suit No. of 19 , in favour of for Taka ; It is ordered that the defendant be, and is hereby, prohibited and restrained, until the further order of this Court, from receiving from you a certain debt alleged now to be due from you to the said defendant, namely, 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 any part thereof, to any person whomsoever or otherwise than into this Court.

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

Judge.

No. 20

ORDER OF ATTACHMENT OF NEGOTIABLE INSTRUMENT. (O. 21, r. 51)
(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 THE CUSTODY OF A COURT OF JUSTICE OR PUBLIC
OFFICER. (O. 21, r. 52)

(Title)

To

SIR,

The plaintiff having applied, under rule 52 of Order XXI of the
Code of Civil Procedure, 1908, for an 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 the further order of this Court.

I have the honour to be,

SIR,

Your most obedient Servant,

Judge

Dated the day of 19 .

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 inform you that the decree obtained in your Court on the _____ day of _____ 19____, by _____ In Suit No. _____ of 19____, in which he was _____ and _____ was _____ has been attached by this Court on the application of _____, the _____ in the suit specified above. You are therefore requested to stay the execution of the decree of your Court until you receive an intimation from this Court that the present notice has been cancelled or until execution of the said decree is applied for by the holder of the decree now sought to be executed or by his judgment-debtor.

I have the honour, etc.,
Judge.

Dated the _____ day of _____ 19____.

No. 23

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

(Title)

To

WHEREAS an application has been made in this Court by the decree-holder in the above suit for the attachment of a decree obtained by you on the _____ day of _____ 19____, in the Court of _____ in suit No. _____ of 19____, in which _____ was _____ and _____ was _____; It is ordered that you, the said _____, be, and you are hereby, prohibited and restrained, until the further order of this Court, from transferring or charging the same in anyway.

GIVEN 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
IMMOVABLE PROPERTY. (O. 21, r. 54)

(Title)

To

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 Taka _____; It is ordered that you,

the said _____, be, and Your are hereby, prohibited and restrained, until the further order of this Court, from transferring or charging the property specified in the schedule hereunto annexed, by sale, gift or otherwise, and that all persons be, and that they are hereby, prohibited from receiving the same by purchase, gift or otherwise.

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

Judge

Schedule

No. 25

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

(Title)

To

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 Taka _____; It is ordered that the property so attached, consisting of Taka _____ in money and Taka _____ in currency-notes, or a sufficient part thereof to satisfy the said decree, shall be paid over by you, the said _____ to _____.

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

Judge

No. 26

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

(Title)

To

WHEREAS _____ has made application to this Court for the removal of attachment on _____ placed at your instance in execution of the decree in suit No. _____ of 19____, this is to give you notice to appear before this Court on the _____ day of _____ 19____,

either in person or by a pleader of the Court duly instructed 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 days previous notice, by affixing the same in this Court-house, and after making due proclamation, the property attached under a warrant from this Court, dated the day of 19 , in execution of a decree in favour of in Suit No. of 19 , or so much of the said property as shall realize the sum of Taka , being the 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 it has 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

Judgment-debtor.

WHEREAS in the above-named suit , the decree-holder, has applied for the sale of ; You are hereby informed that the day of 19 has been fixed for settling the terms of the proclamation of sale.

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

Judge

No. 29

PROCLAMATION OF SALE. (O. 21, r. 66)
(Title)

Notice is hereby given that, under rule 64 of Order XXI of the Code of Civil Procedure, 1908, an order has been passed by this

Court for the sale of the attached property mentioned in the annexed

(1) Suit No. of 19 , schedule, in satisfaction of the claim of the
decided by the of in decree-holder in the suit (1) mentioned in
which was plaintiff and the margin, amounting with costs and
was defendant. interest up-to-date of sale to the sum of .

The sale will be by public auction, and the property will be put up for sale in the lots specified in the schedule. The sale will be of the property of the judgment-debtors above-named as mentioned 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 at the monthly sale commencing at o'clock on the at . In the event, however, of the debt above specified and of the costs of the sale being tendered or paid before the knocking down of any lot, the sale will be stopped.

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

Conditions of Sale

1. 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 proclamation.
2. 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 at once be again put up to auction.
3. The highest bidder shall be declared to be the purchaser of any lot, provided always that he is legally 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 make it advisable to do so.
4. For reasons recorded, it shall be in the discretion of the officer conducting the sale to adjourn it subject always to the provisions of rule 69 of Order XXI.
5. In the case of movable property, the price of each lot shall be paid at the time of sale or as soon after as the officer holding the sale

(Title)

To

The Nazir of the Court.

WHEREAS an order has been made for the sale of the property of the judgment-debtor specified in the schedule hereunder annexed, and whereas the _____ day of _____ 19____, has been fixed for the sale of the said property

_____ copies of the proclamation of sale are by this warrant made over to you, and you are hereby _____ ordered to have the proclamation published by beat of drum within each of the

properties specified in the said schedule, to affix a copy of the said proclamation on a conspicuous part of each of the said properties and afterwards on the Court-house, and then to submit to this Court a report showing the dates on which and the manner in which the proclamations have been published.

Dated the _____ day of _____ 19____.

Schedule

Judge.

No. 31

CERTIFICATE BY OFFICER HOLDING A SALE OF THE DEFICIENCY OF PRICE ON A RE-SALE OF 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 suit, in consequence of default on the part of _____, purchaser, there was a deficiency in the price of the said property amounting to Taka _____, and that the expenses attending such re-sale amounted to Taka _____, making a total of Taka _____, which sum is recoverable from the defaulter.

Dated the _____ day of _____ 19____.

Officer holding the sale

No. 32

NOTICE TO PERSON IN POSSESSION OF MOVABLE PROPERTY SOLD IN EXECUTION. (O. 21, r. 79)

(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 prohibited 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____.

Judge.

No. 33

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

To (Title)
and to

WHEREAS
has become the purchaser at a public sale in execution of the decree in
the above suit of being debts due from you
to you ;
It is ordered that you be, and you are
hereby, prohibited from receiving, and you from
making payment of, the said debt to any person or persons except the
said

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

Judge.

No. 34

PROHIBITORY 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 JUDGEMENT-DEBTOR AUTHORISING HIM TO
MORTGAGE, LEASE OF 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 undermentioned property of the judgement-

debtor _____, and whereas the Court has, on the application of the said judgment-debtor, postponed 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 both hereby authorise the said judgement-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)

To

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

Judge.

No. 37

NOTICE TO SHOW CAUSE WHY SALE SHOULD NOT BE SET ASIDE.

(O. 21, rr. 90,92)

(Title)

To

WHEREAS _____, the purchaser of the under-mentioned property sold on the _____ day of _____ of _____,

19 , in execution of the decree passed in the above named suit, has applied to this Court to set aside the sale of the said property on the ground that , the judgment-debtor, had no saleable interest therein :

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

Judge.

No. 38

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

(Title)

THIS is to certify that has been declared the purchaser at a sale by public auction on the day of 19 , of

in execution of decree in this suit, and that the said sale has been duly confirmed by this court.

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

Judge.

No. 39

ORDER FOR DELIVERY TO CERTIFIED PURCHASER OF LAND AT A SALE IN EXECUTION. (O. 21, r. 95).

(Title)

To

The Bailiff of the Court.

WHEREAS has become the certified purchaser of at a sale in execution of decree in suit No. of 19 ; You are hereby ordered to put the said ; the certified purchaser, as aforesaid, in possession of the same.

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

Judge.

No. 40

SUMMONS TO APPEAR AND ANSWER CHARGE OF OBSTRUCTING EXECUTION OF DECREE. (O. 21, r. 97)

(Title)

To

WHEREAS the decree-holder in the above suit, has complained to this Court that you have resisted (*or* obstructed) the officer charged with the execution of the warrant for possession :

You are hereby summoned to appear in this Court on the day of 19 at A.M., to answer the said complaint.

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

Judge.

No. 41

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

(Title)

To

The Officer in Charge of the Jail at

WHEREAS the under mentioned property has been decreed to , the plaintiff in this suit, and where as the Court is satisfied that without any just cause resisted [*or* obstructed] and is still resisting [*or* obstructing] the said in 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 received the said into the civil prison 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)

To

, Collector of .

SIR,

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

I have the honour to be,
SIR,
Your obedient Servant.

Judge.

APPENDIX F
SUPPLEMENTAL PROCEEDINGS

No. 1

WARRANT OF ARREST BEFORE JUDGMENT. (O. 38, r.1)

(Title)

To

The Bailiff of the Court.

WHEREAS , the plaintiff in
the above suit, claims the sum of Taka as noted
in the margin, and has proved to the
satisfaction of the Court that there is probable cause for believing
that the defendant is about to

Principal				These are to command you to demand and receive from the said the sum Taka as sufficient to satisfy the plaintiff's claim, and unless the said sum of Taka is forthwith delivered to you by or on behalf of the said , to take the said
Interest				
Costs				
Total				

into custody, and to bring him before this Court, in order that he may show cause why he should not furnish security to the amount of Taka for his personal appearance before the Court, until such time as the said suit shall be fully and finally disposed of, and until satisfaction of any decree that may be passed against him in the suit.

Judge.

No. 4

ORDER FOR COMMITTAL. (O. 38, r. 4)
(Title)

To

WHEREAS _____, plaintiff in this suit, has made application to the Court that security be taken for the appearance of _____, the defendant, to answer any judgment that may be passed against him in the suit ; and whereas the Court has called upon the defendant to furnish such security, or to offer a sufficient deposit in lieu of security, which he has failed to do ; it is ordered that the said defendant _____ be committed to the civil prison until the decision of the suit; or, if judgment be pronounced against him, until satisfaction of the decree.

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

Judge.

No. 5

ATTACHMENT BEFORE JUDGMENT, WITH ORDER TO CALL FOR
SECURITY FOR FULFILMENT OF DECREE. (O. 38, r. 5)
(Title)

To

The Bailiff of the Court.

WHEREAS _____ has proved to the satisfaction of the Court that the defendant in the above suit _____ ;

These are to command you to call upon the said defendant _____ on or before the _____ day of 19 _____, either to furnish security for the sum of Taka _____ to produce and place _____ at the disposal of this Court when required _____ or the value thereof, or such portion of the value as may be sufficient to satisfy any decree that may be passed against him ; or to appear and show cause why he should not furnish security ; and you are further ordered to attach the said _____ and keep the same under safe and secure custody until the further order of the Court ; and you are further commanded to return this warrant on or before the _____ day of 19 _____, with an endorsement certifying the date on which and the manner in which it has been executed, or the reason why it has not been executed.

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

Judge.

No. 6

SECURITY FOR THE PRODUCTION OF PROPERTY. (O. 38, r. 5)

(Title)

WHEREAS at the instance of _____, the plaintiff in the above suit _____, the defendant has been directed by the Court to furnish security in the sum of Taka _____ to produce and place at the disposal of the Court the property specified in the schedule hereunto annexed ;

Therefore I _____ have voluntarily become surety and do hereby bind myself, my heirs and executors, to the said Court, that the said defendant shall produce and place at the disposal of the Court, when required, the property specified in the said schedule, or the value of the same, or such portion thereof as may be sufficient to satisfy the decree ; and in default of his so doing, I bind myself, my heirs and executors, to pay to the said Court, at its order, the said sum of Taka _____ or such sum not exceeding the said sum as the said Court may adjudge.

Schedule

Witness my hand at _____ this _____ day
of _____ 19 _____ .

Witnesses.

- 1.
- 2.

(Signed).

No. 7

ATTACHMENT BEFORE JUDGMENT, ON PROOF OF FAILURE TO FURNISH SECURITY. (O. 38, r. 6)

(Title)

To

The Bailiff of the Court.

WHEREAS _____, the plaintiff in this suit, has applied to the Court to call upon _____, the defendant, to furnish security to fulfil any decree that may be passed against him in the suit, and whereas the Court has called upon the said _____ to furnish such security, which he has failed to do ; These are to command you to attach _____, the property of the said _____, and keep the same under safe and secure custody until the further order of the Court ; and you are further commanded to return this warrant on or before the _____ day of _____ 19 _____, with an endorsement certifying the date on which and the manner in which it has been executed, or the reason why it has not been executed.

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

Judge

No. 8

TEMPORARY INJUNCTIONS. (O. 39, r. 1)

(Title)

Upon motion made unto this Court by _____, pleader of [*or* Counsel for] the plaintiff A. B., and upon reading the petition of the said plaintiff in this matter filed [this day] [*or* the plaint filed in this suit on the _____ day of _____, _____ or the written statement of the said plaintiff filed on the day of _____] and upon hearing the evidence of _____ and _____

in support thereof [*if after notice and defendant not appearing: add, and also the evidence of _____ as to service of notice of this motion upon the defendant C. D.,*]: This Court do order that an injunction be awarded to restrain the defendant C. D., his servants, agents and workmen, from pulling down, or suffering to be pulled down, the house in the plaint in the said suit of the plaintiff mentioned [*or in the written statement, or petition, of the plaintiff and evidence at the hearing of this motion mentioned*], being No. 9, Oilmongers Street, Hindupur, in the Taluk of _____, and from selling the materials whereof the said house is composed, until the hearing of this suit or until the further order of this Court.

Dated this _____ day of _____ 19____. _____ Judge.

[*Where the injunction is sought to restrain the negotiation of a note or bill, the ordering part of the order may run thus:—*]

to restrain the defendants _____ and _____ from parting without of the custody of them or any of them or endorsing assigning or negotiating the promissory note [*or bill of exchange*] in question, dated on or about the _____, etc., mentioned in the plaintiff's plaint [*or petition*] and the evidence heard at this motion until the hearing of this suit, or until the further order of this Court.

[*In Copyright cases*] _____ to restraint the defendant C. D., his servants, agents or workmen, from printing, publishing or vending a book, called _____, or any part thereof, until the, etc.

[*Where part only of book is to be restrained*]

to restrain the defendant C. D., his servants, agents or workmen, from printing, publishing, selling or otherwise disposing of such parts of the book in the plaint [*or petition and evidence, etc.*] mentioned to have been published by the defendant as hereinafter specified, namely, that part of the said book which is entitled _____ and also that part which is entitled _____ [*or which is contained in page _____ to page _____ both inclusive*] until _____, etc.

[*In Patent cases*] _____ to restrain the defendant C. D., his agents, servants and workmen, from making or vending any perforated bricks [*or as the case may be*] upon the principle of the

inventions in the plaintiff's, plaint [*or* petition, etc., or written statement, etc.] mentioned, belonging to the plaintiffs, or either of them, during the remainder of the respective terms of the patents in the plaintiff's plaint [*or as the case may be*] mentioned, and from counterfeiting, imitating or resembling the same inventions, or either of them, or making any addition thereto, or subtraction therefrom, until the hearing, etc.

[*In cases of Trade marks*] to restrain the defendant C. D., his servants, agents or workmen, from selling, or exposing for sale, or procuring to be sold, any composition or blacking [*or as the case may be*] described as or purporting to be blacking manufactured by the plaintiff A. B., in bottles having affixed thereto such labels as in the plaintiff's plaint [*or* petition, etc.] mentioned, or any other labels so contrived or expressed as, by colourable imitation or otherwise, to represent the composition or blacking sold by the defendant to be the same as the composition or blacking manufactured and sold by the plaintiff A. B., and from using trade-cards so contrived or expressed as to represent that any composition or blacking sold or proposed to be sold by the defendant is the same as the composition or blacking manufactured or sold by the plaintiff A. B., until the, etc.,

[*To restrain a partner from in any way interfering in the business*]

to restrain the defendant C. D., his agents and servants, from entering into any contract, and from accepting, drawing, endorsing or negotiating any bill or exchange, note or written security in the name of the partnership-firm of B. and D., and from contracting any debt, buying and selling any goods, and from making or entering into any verbal or written promise, agreement or undertaking, and from doing, or causing to be done, any act, in the name or on the credit of the said partnership-firm of B. and D., or where by the said partnership-firm can or may in any manner become or be made liable to or for the payment of any sum of money, or for the performance of any contract, promise or undertaking until the, etc.

No. 9

APPOINTMENT OF A RECEIVER. (O. 40, r. 1)

(*Title*)

To

WHEREAS has been attached in execution of a decree passed in the above suit on the day of 19 , in favour of ; You are hereby (subject to your giving security to the satisfaction of the Court) appointed receiver of the said property under Order XL of the Code of Civil Procedure, 1908, with full powers under the provisions of that Order.

You are required to render a due and proper account of your receipts and disbursements in respect of the said property on . You will be entitled to remuneration at the rate of per cent. upon your receipts under the authority of this appointment.

(Title)

The
 to the Court at above-named appeals
 from the decree of in Suit No. of 19
 , dated the day of 19 ,
 and sets forth the following grounds of objection to the decree
 appealed
 from, namely :-

No.2

SECURITY BOND TO BE GIVEN ON ORDER BEING MADE TO STAY
 EXECUTION OF DECREE. (O. 41, r. 5).

(Title)

To

This security bond on stay of execution of decree executed by
 witnesseth :-

That , the plaintiff, in Suit No.
 of 19 , having sued
 the defendant in this Court and decree having been passed on the
 day of
 19 in favour of the plaintiff, and the defendant having preferred
 an appeal from the said decree in the Court, the said
 appeal is still pending.

Now the plaintiff decree-holder having applied to execute the
 decree, the defendant has made an application praying for stay of
 execution and has been called upon to furnish security. Accordingly I,
 of my own free will, stand security to the extent of Taka
 mortgaging the properties specified in the schedule hereunto annexed,
 and covenant that if the decree of the first Court be confirmed or
 varied by the Appellate Court the said defendant shall duly act in
 accordance with the decree of the Appellate Court and shall pay
 whatever may be payable by him thereunder, and if he should fail
 therein then any amount so payable shall be realized from the
 properties hereby mortgaged, and if the proceeds of the sale of the said
 properties are insufficient to pay the amount due, I and my legal
 representatives will be personally liable to pay the balance. To this
 effect I execute this security bond this

day of 19 .

Schedule

(Signed)

Witnessed by

- 1.
- 2.

No. 3

SECURITY BOND TO BE GIVEN DURING THE PENDENCY OF APPEAL.

(O. 41, r. 6)

(Title)

To

THIS security bond on stay of execution of decree executed by witnesseth :-

That _____, the plaintiff in Suit No. _____ of 19 _____, having sued _____, the defendant, in this Court and a decree having been passed on the _____ day of _____ 19 _____ in favour of the plaintiff, and the defendant having preferred an appeal from the said decree in the _____ Court, the said appeal is still pending.

Now the plaintiff decree-holder has applied for execution of the said decree and has been called upon to furnish security. Accordingly I, of my own free will, stand security to the extent of Taka, mortgaging the properties specified in the schedule hereunto annexed, and covenant that if the decree of the first Court be reversed or varied by the Appellate Court, the plaintiff shall restore any property which may be or has been taken in execution of the said decree and shall duly act in accordance with the decree of the Appellate Court and shall pay whatever may be payable by him thereunder, and if he should fail therein then any amount so payable shall be realized from the properties hereby mortgaged, and if the proceeds of the sale of the said properties are insufficient to pay the amount due, I and my legal representatives will be personally liable to pay the balance. To this effect I execute this security bond this

day of _____

19 _____,

Schedule

(Signed)

Witnessed by

- 1.
- 2.

No. 4

SECURITY FOR COSTS OF APPEAL. (O. 41, r. 10)

(Title)

To

THIS security bond for costs of appeal executed by witnesseth :-

This appellant has preferred an appeal from the decree in Suit No. _____ of 19 _____, against the respondent, and has been called upon to furnish security. Accordingly I, of my own free will, stand security for the costs of the appeal, mortgaging the properties specified in the schedule hereunto annexed. I shall not transfer the said properties or any part thereof, and in the event of any default on the part of the appellant. I shall duly carry out any order that may be made against me with regard to payment of the costs of appeal. Any amount so payable shall be realized from the properties hereby mortgaged, and if the proceeds of the sale of the said properties are

insufficient to pay the amount due, I and my legal representatives will be personally liable to pay the balance. To this effect I execute this security bond this day of 19 .

Schedule

(Signed)

Witnessed by.

- 1.
- 2.

No. 5

INTIMATION TO LOWER COURT OF ADMISSION OF APPEAL. (O. 41, r. 13)
(Title)

To

You are hereby directed to take notice that , the in the above suit, has preferred an appeal to this Court from the decree passed by you therein on the day of 19 .

You are requested to send with all practicable despatch all material papers in the suit.

Dated the day of 19 .

Judge.

No. 6

NOTICE TO RESPONDENT OF THE DAY FIXED FOR THE HEARING OF THE APPEAL (O. 41, r. 14)
(Title)

Appeal from the of the Court of ,
dated the day of 19 .

Respondent.

TAKE notice that an appeal from the decree of in this case has been presented by and registered in this Court, and that the day of 19 , has been fixed by this Court for the hearing of this appeal.

If no appearance is made on your behalf by yourself, your pleader, or by some one by law authorised to act for you in this appeal,

it will be heard and decided in your absence.

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

Judge.

[*Note.*—If a stay of execution has been ordered, intimation should be given of the fact on this notice.]

No. 7

NOTICE TO A PARTY TO A SUIT NOT MADE A PARTY TO THE APPEAL BUT
JOINED BY THE COURT AS A RESPONDENT. (O. 41, r. 20)

(*Title*)

To

WHEREAS you were a party in suit No. of 19
, in the Court of , and whereas the
has preferred an appeal to this Court from the decree passed against
him in the said suit and it appears to the Court that you are interested
in the result of the said appeal :

This is to give you notice that this Court has directed you to be
made a respondent in the said appeal and has adjourned the hearing
thereof till the day of 19 , at
A. M. If no appearance is made on your behalf on the said day and at
the said hour the appeal will be heard and decided in your absence.

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

Judge.

No. 8

MEMORANDUM OF CROSS OBJECTION. (O. 41, r. 22)

(*Title*)

WHEREAS the has preferred an appeal
to the Court at
from the decree of in Suit No.
of 19 , dated the day of
19 , and whereas notice of the day fixed for hearing the
appeal was served on the on the day of
19 , the files this memorandum
of cross objection under rule 22 of Order XLI of the Code of Civil
Procedure, 1908, and sets forth the following grounds of objection to
the decree appealed from, namely :—

No. 9

DECREE IN APPEAL. (O. 41, r. 35)

(Title)

Appeal No. _____ of 19 _____ from the decree of
 the Court of _____ dated the _____ day of _____
 19 _____ . Memorandum of Appeal

Plaintiff.
Defendant.

The _____ above-named appeals to the
 Court at _____ from the decree of _____
 in the above suit, dated the _____ day of _____
 19 _____ , for the following reasons, namely :-

This appeal coming on for hearing on the
 day of _____ 19 _____ , before _____ , in the
 presence of _____ for the appellant and of _____
 for the respondent, it is ordered—

The costs of this appeal, as detailed below, amounting to
 Taka _____ , are to be paid by _____ . The costs of the
 original suit are to be paid by _____ .

GIVEN under my hand this
 day of _____ 19 _____ .

Judge.

Cost of Appeal.

Appellant	Amount	Respondent	Amount
1. Stamp for memorandum of appeal.	Taka ¹ [* * *] ² [Poisha]	Stamp for power	Taka ³ [* * *] ⁴ [Poisha]
2. Do. for power.		Do. for petition. Service of	

¹ The space with heading "a" was omitted by section 3 and 2nd Schedule of the Bangladesh Laws (Revision and Declaration) Act, 1973 (Act No. VIII of 1973).

² The word "Poisha" was substituted, for letter "p" by section 3 and 2nd Schedule of the Bangladesh Laws (Revision and Declaration) Act, 1973 (Act No. VIII of 1973).

³ The space with heading "a" was omitted by section 3 and 2nd Schedule of the Bangladesh Laws (Revision and Declaration) Act, 1973 (Act No. VIII of 1973).

⁴ The word "Poisha" was substituted, for letter "p" by section 3 and 2nd Schedule of the Bangladesh Laws (Revision and Declaration) Act, 1973 (Act No. VIII of 1973).

3. Service of processes.			processes.		
4. Pleader's fee on Taka			Pleader's fee on Taka		
Total			Total		

No. 10

APPLICATION TO APPEAL *in forma pauperis* (O. 44, r. 1)
(Title)

I the above-named, present the accompanying memorandum of appeal from the decree in the above suit and apply to be allowed to appeal as a pauper.

Annexed is a full and true schedule of all the moveable and immovable property belonging to me with the estimated value thereof.

Dated the day of 19 .

(Signed).

Note.—Where the application is by the plaintiff he should state whether he applied and was allowed to sue in the Court of first instance as a pauper.

No. 11

NOTICE OF APPEAL *in forma pauperis* (O. 44, r. 1)
(Title)

WHEREAS the above-named has applied to be allowed to appeal as a pauper from the decree in the above suit dated the day of 19 and whereas the day of 19 has been fixed for hearing the application, notice is hereby given to you that if you desire to show cause why the

applicant should not be allowed to appeal as a pauper an opportunity will be given to you of doing so on the afore-mentioned date.

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

No. 12

NOTICE TO SHOW CAUSE WHY A CERTIFICATE OF APPEAL TO THE
¹[APPELLATE DIVISION] SHOULD NOT BE GRANTED. (O. 45, r. 3)
(Title)

To

TAKE notice that has applied to this Court for a certificate that as regards amount or value and nature the above case fulfils the requirements of section 110 of the Code of Civil procedure, 1908, or that it is otherwise a fit one for

¹ The words "Appellate Division" were substituted, for the words "Supreme Court" by section 3 and 2nd Schedule of the Bangladesh Laws (Revision and Declaration) Act, 1973 (Act No. VIII of 1973).

appeal to the ¹[Appellate Division].

The day of 19 is
fixed for you to show cause why the Court should not grant the
certificate asked for.

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

Registrar.

No. 13

NOTICE TO RESPONDENT OF ADMISSION OF APPEAL TO THE
²[Appellate Division] (O. 45, r. 8)
(Title)

To

WHEREAS
the in the above case, has furnished the
security and made the deposit required by Order XLV, rule 7, of the
Code of Civil Procedure, 1908:

Take notice that the appeal of the said to
the ³[Appellate Division] has been admitted on the day of
19.

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

Registrar.

No. 14

NOTICE TO SHOW CAUSE WHY A REVIEW SHOULD NOT BE GRANTED
(O. 47, r. 4)
(Title)

To

TAKE notice that has applied this
Court for a review of its decree passed on the day of
19 , in the above case. The day of
19 , is fixed for you to show cause why the Court
should not grant a review of its decree in this case.

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

Judge.

**APPENDIX H
MISCELLANEOUS**

¹ The words "Appellate Division" were substituted, for the words "Supreme Court" by section 3 and 2nd Schedule of the Bangladesh Laws (Revision and Declaration) Act, 1973 (Act No. VIII of 1973).

² The words "Appellate Division" were substituted, for the words "Supreme Court" by section 3 and 2nd Schedule of the Bangladesh Laws (Revision and Declaration) Act, 1973 (Act No. VIII of 1973).

³ The words "Appellate Division" were substituted, for the words "Supreme Court" by section 3 and 2nd Schedule of the Bangladesh Laws (Revision and Declaration) Act, 1973 (Act No. VIII of 1973).

No. 1

AGREEMENT OF PARTIES AS TO ISSUES TO BE TRIED. (O. 14, r. 6)

(Title)

WHEREAS we, the parties in the above suit, are agreed as to the question of fact [*or of law*] to be decided between us and the point at issue between us is whether a claim founded on a bond, dated the day of 19 , and filed as Exhibit in the said suit, is or is not beyond the statute of limitation (*or state the point at issue whatever it may be*) :

We therefore severally bind ourselves that, upon the finding of the Court in the negative [*or affirmative*] of such issue, will pay to the said the sum of Taka (*or such sum as the Court shall hold to be due thereon*), and I, the said , will accept the said sum of Taka (*or such sum as the Court shall hold to be due*) in full satisfaction of my claim on the bond aforesaid [*or that upon such finding I, the said , will do or abstain from doing, etc., etc.*].

Plaintiff
Defendant

Witnesses :-

- 1.
- 2.

Dated the day of 19

No. 2

NOTICE OF APPLICATION FOR THE TRANSFER OF A SUIT TO ANOTHER COURT FOR TRIAL. (Section 24)

In the Court of the District Judge of
No. of 19

To

WHEREAS an application dated the day of 19 has been made to this Court by the in Suit No. of 19 now pending in the Court of the at , in which is plaintiff and is defendant, for the transfer of the suit for trial to the Court of the at :-

You are hereby informed that the day of 19 has been fixed for the hearing of the application, when you will be heard if you desire to offer any objection to it.

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

Judge.

--	--	--	--

No. 6

NOTICE TO PARTIES OF THE DAY FIXED FOR EXAMINATIONS OF A
WITNESS ABOUT TO LEAVE THE JURISDICTION. (O. 18, r. 16)

(Title)

To

Plaintiff (or defendant).

WHEREAS in the above suit application has been made to the
Court by _____ that the examination of
_____, a witness required by the said _____, in the said
suit may be taken immediately ; and it has been shown to the Court's
satisfaction that the said witness is about to leave the Court's
Jurisdiction (*or any other good and sufficient cause to be Stated*) :

TAKE notice that the examination of the said witness
will be taken by the Court on the _____ day of _____ 19

Dated the _____ day of _____ 19____ .
Judge.

No. 7

COMMISSION TO EXAMINE ABSENT WITNESS. (O. 26, rr. 4, 18)
(Title)

To

WHEREAS the evidence of _____ is required by the _____ in the above suit ; and whereas _____ ; you are requested to take the evidence on interrogatories [*or viva voce*] of such witness _____ , and you are hereby appointed Commissioner for that purpose. The evidence will be taken in the presence of the parties or their agents if in attendance, who will be at liberty to question the witness on the points specified, and you are further requested to made return of such evidence as soon as it may be taken.

Process to compel the attendance of the witness will be issued by any Court having jurisdiction on your application.

A sum of Taka _____ , being your fee in the above, is herewith forwarded.

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

Judge.

No. 8

LETTER OF REQUEST (O. 26, r. 5)
(Title)

(Heading :-To the President and Judges of, etc., etc., *or as the case may be*)

WHEREAS a suit is now pending in the _____ in which A. B. is plaintiff and C. D. is defendant ; And in the said suit the plaintiff claims.

(Abstract of claim)

An whereas it has been represented to the said Court that it is necessary for the purposes of justice and for the due determination of the matters in dispute between the parties, that the following persons should be examined as witnesses upon oath touching such matters, that

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

No. 10

COMMISSION TO MAKE A PARTITION. (O. 26, r. 13)
(Title)

To

WHEREAS it is deemed requisite for the purposes of this suit that a commission should be issued to make the partition or separation of the property specified in, and according to the rights as declared in, the decree of this Court, dated the day of 19 ; You are hereby appointed Commissioner for the said purpose and are directed to make such inquiry as may be necessary, to divide the said property according to the best of your skill and Judgment in the shares set out in the said decree, and to allot such shares to the several parties. You are hereby authorised to award sums to be paid to any party by any other party for the purpose of equalizing the value of the shares.

Process to compel the attendance before you of any witness, or for the production of any documents, whom or which you may desire to examine or inspect, will be issued by any Court having jurisdiction on your application.

A sum of Taka , being your fee in the above, is herewith forwarded.

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

Judge.

No. 11

NOTICE TO MINOR DEFENDANT AND GUARDIAN. (O. 32, r. 3)
(Title)

To

Minor Defendant.
Natural Guardian.

WHEREAS an application has been presented on the part of the plaintiff in the above suit for the appointment of a guardian for the suit to the minor defendant, you, the said minor, and you (1) , are hereby required to take notice that unless within days from the service upon you of this notice, an application is made to this Court for the appointment of you (1) or of some friend of you, the minor, to act as guardian for the suit, the Court will

proceed to appoint some other person to act as a guardian to the minor for the purposes of the said suit.

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

Judge.

No. 12

NOTICE TO OPPOSITE PARTY OF DAY FIXED FOR HEARING EVIDENCE OF
PAUPERISM. (O. 33, r. 6)

(Title)

To

WHEREAS has applied to this Court or permission to institute a suit against *in forma pauperis* under Order XXXIII of the Code of Civil Procedure, 1908 ; and whereas the Court sees no reason to reject the application ; and whereas the day of 19 has been fixed for receiving such evidence as the applicant may adduce in proof of his pauperism and for hearing any evidence which may be adduced in disproof thereof :

Notice is hereby given to you under rule 6 of Order XXXIII that in case you may wish to offer any evidence to disprove the pauperism of the applicant, you may do so on appearing in this Court on the said day of 19

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

Judge.

No. 13

NOTICE TO SURETY OF HIS LIABILITY UNDER A DECREE
(Section 145)

(Title)

To

WHEREAS you did on become liable as surety for the performance of any decree which might be passed against the said defendant in the above suit ; and whereas a decree was passed on the day of 19 against the said defendant for the payment of , and whereas application has been made for execution of the said decree against you :

Take notice that you are hereby required on or before the day of _____ 19____ to show cause why the said decree should not be executed against you, and if no sufficient cause shall be, within the time specified, shown to the satisfaction of the Court, an order for its execution will be forthwith issued in the terms of the said application.

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

Judge.

No. 14 REGISTER OF CIVIL SUITS (O.4, r.2)		at _____ of _____ Court of the REGISTER OF CIVIL SUITS IN THE YEAR 19 ____ .	
Defendant	Place of residence		
	Description		
Claim	When the cause of action accrued		
	Amount or value		
	Particulars		
Appearance	Defendant		
	Plaintiff		
Judgment	Day for parties to appear		
	For what, or amount		
	For whom		
Appeal	Date		
	Date of application		
Execution	Judgment in appeal		
	Date of decision of appeal		
	Amount of costs		
	For what and amount, if money		
Return of Execution	Against whom		
	Date of order		
	Amount paid into Court		
	Arrested		
Minute of other Return than payment or Arrest, and date of every Return.			

Note- Where there are numerous plaintiffs, or numerous defendants, the name of the first plaintiff only, or the first defendant only, as the case may be, need be entered in the register.

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Plaintiff	Name	
	Place of residence	
	Description	
	Name	
Number of suit		
Date of presentation of plaint		

No. 15
REGISTER OF APPEALS (O.41,r.9)

COURT (OR HIGH COURT DIVISION) AT
REGISTER OF APPEALS FROM DECREES IN THE YEAR 19 . . .

Judgment	For what or amount	
	Confirmed, reversed or varied.	
	Date	
Appearance	Respondent	
	Appellant	
	Day for parties to appear	
Decree appealed from	Amount of value	
	Particulars	
	Number of Original Suit	
	Of what Court	
Respondent	Place of residence	
	Description	
	Name	
Appellant	Place of residence	

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	Description	
	Name	
Number of appeal		
Date of memorandum		

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