

NORTHERN IRELAND

Civil Court Judgments - How to Enforce

THIS FACTSHEET APPLIES IN NORTHERN IRELAND ONLY

1. Introduction

The civil process for obtaining payment of a debt or damages is twofold. The first involves commencing an action in court and obtaining judgment with or without a trial. The second is the enforcement procedure. The judgment is not enforced automatically and you have to take steps to enforce any judgment granted.

It's important to note that the judgment debtor (the person or business who owes you the money) must have been given the opportunity to pay the judgement debt, or failed to pay an instalment due under the terms of the judgement before some enforcement methods can be used. If no mention is made of a specific time for payment in the judgement, the general rule is that the debtor has 14 days from the date of the judgement to make the payment.

There are several methods of enforcement and in this factsheet highlights the main methods utilised.

Please note that you must usually pay a fee to enforce your judgement.

2. Enforcement of Judgments Office (EJO)

In Northern Ireland, the Enforcement of Judgments Office (EJO) is a centralised office that primarily deals with the enforcement of Judgments regarding the recovery of money, goods and property.

The EJO also has the ability to enforce judgments outside of the jurisdiction of Northern Ireland, which includes England and Wales, Scotland, and countries within the European Union.

The powers and procedures by which the EJO operates can be found in the Judgments Enforcement (Northern Ireland) Order 1981 and the Judgement Enforcement Rules (Northern Ireland) 1981- (Links to legislation below)

Judgments Enforcement (Northern Ireland) Order 1981 <https://www.legislation.gov.uk/nisi/1981/226/contents>

Judgement Enforcement Rules (Northern Ireland) 1981
<https://www.legislation.gov.uk/nisr/1981/147/made>

When dealing with the EJO, there are two main types of judgment that are dealt with, namely

- Money judgments, and;
- Non-money judgments.

3. Money judgments

Attachment of Earnings Order - (Article 73 Order)

When a debtor is employed, an application can be made to the EJO for an order to deduct a regular sum of money from his/her salary in payment of the outstanding sums owed.

The debtor is given a 'protected earnings rate' after a report has been done on them to assess their means.

The rate is based upon the debtors individual circumstances and will also include an allowance for the debtor, their partner, and any children. However, the Attachment of Earnings Order does not exclude the EJO from issuing further enforcement orders, it is merely a means of ensuring regular payment towards a judgment/debt.

Under certain circumstances, a debtor may be given the opportunity to object to the order being made (the normal objection period being 8 days) and if a written objection is received the case will be reviewed by a designated officer or in certain circumstance, listed before the Master.

After the hearing the terms of the order may be confirmed, suspended or varied according to the circumstances of the case.

Instalment Order - (Article 30 Order)

If a debtor is self-employed then his/her income cannot be attached by the above means, so the EJO will then consider what appears to be a reasonable amount for him/her to pay over a period of time either weekly or monthly, and which is paid directly to the creditor.

It is therefore the responsibility of the creditor to keep the EJO informed of all monies paid or indeed if the debtor defaults in payment. A debtor may be committed to prison for failure to keep up payments due on an Instalment Order.

Order Charging Land - (Article 46 Order)

If a debtor owns land or has an interest in land/property the EJO may place a legal 'charge' on that land/property to secure payment of the debt and the order has the effect of a charge created by the debtor in favour to the creditor.

Please note, that it is the creditor's responsibility to register the order in the Land Registry or Registry of Deeds accordingly.

Under current legislation the order ceases to have effect on the expiration of 12 years from the date of the judgment.

When a debtor has paid their debt in full, including any interest payable direct to the creditor, they may wish to apply for a Certificate of Satisfaction (currently costing £20) to give proof of it and have the charge removed.

Seizure Order - (Article 31 Order)

This is an order directing the Chief Enforcement Officer to seize the debtors' goods to pay the debt(s) and enforcement costs. The EJO may issue this type of order when it appears that there are sufficient goods available which can be seized in order to satisfy the debt owed.

However it is general practice that the EJO will look for other means of enforcement before issuing this type of order, but if a debtor is un-cooperative or does not have direct financial means and has seizeable goods, then they may apply to the Master for an Order of Seizure.

Please note that if this order is granted, there are limitations for the EJO regards enforcement, as it can only seize goods owned by the debtor and cannot seize goods such as:

- Motor vehicles or other good subject to Hire Purchase.
- Perishable goods.
- Tools of the trade up to £200.
- Any goods in the hands of a Receiver appointed by a court.
- Debtors clothes and essential household furniture.

Order Appointing Receiver - (Articles 67 & 68 Orders)

This type of order is a remedy used very extensively and successfully in day-to-day practice and is where the EJO obtains information that the debtor is about to receive monies from a third party (e.g. a claim, proceeds of house sale etc) and therefore issues the above order so that the EJO intercepts those monies due for the purpose of satisfying debt.

However, any person aggrieved (not just the debtor) by the terms of any order may apply to the EJO to have said claim reviewed by a judge and subsequently judicially determined as to whether is legitimately enforceable.

Attachment of Debt Order (also known as Garnishee Order) (Article 69 Order)

This type of Order gives the EJO the power to 'freeze' a debtors' bank account.

It is served personally on the Third Party (also known as a "Garnishee") affected i.e. a bank/ building society and is a conditional order, which grants the garnishee the opportunity to appear before the Master to provide reasons why the money should not or cannot be paid.

Article 70 (2) gives the Master power to determine any dispute and if in doubt to refer the matter to the High Court.

The Certificate of Unenforceability - (Articles 18 & 19 Orders)

Lastly, if it appears to the EJO that the judgment cannot be enforced within a reasonable timescale, or the debtor has no assets, it will issue this Certificate. This will appear on the Public Register and will, in effect, impact upon the credit rating of a debtor.

4. Non-money judgments

Order for Delivery of Possession of Land - (Article 53)

Where under a judgment any person is entitled to the possession of any land, the EJO may make an order for delivery of possession of that land to that person.

Order for Delivery of Goods - (Article 57)

This order is issued when a person is entitled under a court judgment to the delivery of ascertained or specified goods. If the respondent fails to deliver up the goods, the EJO may seize and deliver them to the person entitled to them under the order.

5. Interest

Interest on judgments can be claimed using Judgment Enforcement (Northern Ireland) Order 1981 and Late payment of Commercial debts(Interest) Act 1998 (commercial debts only) .

<https://www.legislation.gov.uk/nisi/1981/226/article/127>

6. Registering judgments

A register is kept by the EJO of all County Court judgments.

The judgment will remain registered on the EJO Debt register for a period of to 12 years, dependent upon the type of judgment awarded.

The register can be altered within this period if the debtor (Respondent) pays it in full and applies to the court for a "Certificate of Satisfaction".

This application must be accompanied by the appropriate fee and a letter from you indicating satisfaction of the debt. Once a certificate is issued, the keeper of the register is notified. The register will be stamped with a note of satisfaction, although the entry will not be removed.

7. Warning

It is important to be both realistic about what you will receive and how long it may take to recover. In frustration you should not be tempted to take the law into your own hands.

Judgments can only be enforced by the above methods. Threats of violence, threatening behaviour or other similar means of trying to coerce a debtor into payment may lead to criminal prosecution for harassment.

8. Useful links

To find out more about the enforcement process, use any of the following links:

<https://www.nidirect.gov.uk/articles/enforcement-civil-court-orders-northern-ireland-0>

<https://www.justice-ni.gov.uk/articles/enforcement-judgments-office>

<https://www.justice-ni.gov.uk/publications/ejo-application-packs>

<https://www.justice-ni.gov.uk/publications/enforcement-rules>

<https://www.justice-ni.gov.uk/publications/ejo-help-and-advice-documents>

<https://www.justice-ni.gov.uk/sites/default/files/publications/justice/the-county-court-rules-northern-ireland-1981-february-2021.pdf>

<https://www.justice-ni.gov.uk/publications/enforcement-rules>

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