

135th UPDATE – PRACTICE DIRECTION AMENDMENTS

The amendments in relation to Practice Direction 51R supplementing the Civil Procedure Rules 1998 are made by the Master of the Rolls under the powers delegated to him by the Lord Chief Justice under Schedule 2, Part 1, paragraph 2(2) of the Constitutional Reform Act 2005, and are approved by Lord Wolfson of Tredegar, QC, Parliamentary Under-Secretary of State for Justice, by the authority of the Lord Chancellor.

The amendments made by this Update come into force on 1 November 2021 and apply in relation to all claims submitted to the court on or after 11.00 a.m. on that date.

The Right Honourable Sir Geoffrey Charles Vos
Master of the Rolls and Head of Civil Justice

Signed by authority of the Lord Chancellor:
Lord Wolfson of Tredegar, QC
Parliamentary Under-Secretary of State for Justice
Ministry of Justice
Date: 14th October 2021

PRACTICE DIRECTION 51R – ONLINE CIVIL MONEY CLAIMS PILOT

1) In the Table of Contents, after the entry for paragraph 11.1 insert –

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When default judgment cannot be made	Paragraph 11.1A
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- 2) In paragraph 1.1, in the definition of “repayment plan” omit “, which could be payment so that the claimant receives it by a date that is more than 5 days after the date of admission, or payment by instalments”.
- 3) In paragraph 7.4(5), for “within 5 days of the date of judgment” substitute “immediately”.
- 4) For each of paragraphs 7.4(6), 7.7(3), 7.8(4), 7.9(4), 7.12(3), 7.13(6), 7.14(4), 7.15(4), substitute and number accordingly –

“The judgment will be made for the amount of –

- (a) the claim;
- (b) any interest that the claimant is entitled to and has claimed on the claim form; and
- (c) court fees,

minus any payments of the amount owed on the claim form that the defendant has already paid.

(If a claimant wants to claim any costs other than court fees, for example the costs of paying for expert evidence, the claimant would have to make an application under Civil Procedure Rules Part 23. Under Section 17 of this Practice Direction, the claimant would have to contact the court about this, and any Part 23 application would then be considered by a judge. The claim may be sent out of OCMC under to paragraph 17.1(2).)”.

- 5) In paragraph 7.7(2), omit “on the defendant repayment plan”.
- 6) In paragraph 7.7(4), after “repayment plan” insert “, unless, at the time the judgment is made, a repayment date specified in that repayment plan has passed”.
- 7) After paragraph 7.7(4), insert –

“(5) If a repayment date specified in the repayment plan has passed before the judgment is made, the judgment must still be made in accordance with that repayment plan, but –

- (a) if the repayment plan states that the whole of the amount owed is to be paid by a date that has passed, the judgment must state that repayment must be made immediately;
- (b) if the repayment plan states that the amount owed is to be paid by instalments and the date of the first instalment has passed, the judgment must state that the first instalment must be made by a date that is one calendar month after the date of the

judgment, and with subsequent instalments to be paid at one calendar month intervals after that.”.

- 8) In paragraph 7.8(3), omit “that the amount outstanding is to be paid in accordance with the terms of the settlement agreement”.
- 9) In paragraph 7.8(5), after “settlement agreement” insert “, unless, at the time the judgment is made, a repayment date specified in the settlement agreement has passed”.
- 10) After paragraph 7.8(5) insert –

“(6) If a repayment date specified in the settlement agreement has passed before the judgment is made, the judgment must still be made in accordance with that settlement agreement, but –

(a) if the settlement agreement states that the whole of the amount owed is to be paid by a date that has passed, the judgment must state that repayment must be made immediately;

(b) if the settlement agreement states that the amount owed is to be paid by instalments and the date of the first instalment has passed, the judgment must state that the first instalment must be made by a date that is one calendar month after the date of the judgment, and with subsequent instalments to be paid at one calendar month intervals after that.”.

- 11) In paragraph 7.9(3), omit “with payment to be made in accordance with the defendant’s proposed repayment plan”.
- 12) In paragraph 7.9(5), after “repayment plan” insert “, unless, at the time the judgment is made, a repayment date specified in the repayment plan has passed”.
- 13) After paragraph 7.9(5) insert –

“(6) If a repayment date specified in the defendant’s repayment plan has passed before the judgment is made, the judgment must still be made in accordance with that repayment plan, but –

(a) if the repayment plan states that the whole of the amount owed is to be paid by a date that has passed, the judgment must state that repayment must be made immediately;

(b) if the repayment plan states that the amount owed is to be paid by instalments and the date of the first instalment has passed, the judgment must state that the first

instalment must be made by a date that is one calendar month after the date of the judgment, and with subsequent instalments to be paid at one calendar month intervals after that.”.

14) In paragraph 7.12(2), omit “with payment to be made in accordance with the “affordability calculation repayment plan” (as defined)”.

15) In paragraph 7.12(4), after “repayment plan” insert “(as defined), unless, at the time the judgment is made, a repayment date specified in the affordability calculation repayment plan has passed”.

16) After paragraph 7.12(4), insert –

“(4A) If a repayment date specified in the affordability calculation repayment plan has passed before the judgment is made, the judgment must still be made in accordance with that repayment plan, but –

(a) if the repayment plan states that the whole of the amount owed is to be paid by a date that has passed, the judgment must state that repayment must be made immediately;

(b) if the repayment plan states that the amount owed is to be paid by instalments and the date of the first instalment has passed, the judgment must state that the first instalment must be made by a date that is one calendar month after the date of the judgment, and with subsequent instalments to be paid at one calendar month intervals after that.”.

17) In paragraph 7.13(5), omit “on terms that the amount outstanding is to be paid in accordance with the terms of the settlement agreement”.

18) In paragraph 7.13(7), after “settlement agreement” insert – “, unless, at the time the judgment is made, a repayment date specified in the settlement agreement has passed”.

19) After paragraph 7.13(7) insert –

“(8) If a repayment date specified in the settlement agreement has passed before the judgment is made, the judgment must still be made in accordance with that settlement agreement, but –

(a) if the settlement agreement states that the whole of the amount owed is to be paid by a date that has passed, the judgment must state that repayment must be made immediately;

(b) if the settlement agreement states that the amount owed is to be paid by instalments and the date of the first instalment has passed, the judgment must state that the first instalment must be made by a date that is one calendar month after the date of the judgment, and with subsequent instalments to be paid at one calendar month intervals after that.”.

20) In paragraph 7.14(3) omit “on terms that the amount outstanding to be paid in accordance with the affordability calculation repayment plan”.

21) In paragraph 7.14(5) after “repayment plan” insert “, unless, at the time the judgment is made, a repayment date specified in the affordability calculation repayment plan has passed”.

22) After paragraph 7.14(5), insert –

“(5A) If a repayment date specified in the affordability calculation repayment plan has passed before the judgment is made, the judgment must still be made in accordance with that repayment plan, but –

(a) if the repayment plan states that the whole of the amount owed is to be paid by a date that has passed, the judgment must state that repayment must be made immediately;

(b) if the repayment plan states that the amount owed is to be paid by instalments and the date of the first instalment has passed, the judgment must state that the first instalment must be made by a date that is one calendar month after the date of the judgment, and with subsequent instalments to be paid at one calendar month intervals after that.”.

23) In paragraph 7.15(3) omit “, with the plan for the repayment of the amount owed by the defendant to be determined.”.

24) In paragraph 7.40(6) after “that repayment plan” insert “, unless, at the time the judgment is made, a repayment date specified in the repayment plan has passed”.

25) After paragraph 7.40(6) insert –

“(6A) If a repayment date specified in the repayment plan has passed before the judgment is made, the judgment must still be made in accordance with that repayment plan, but –

(a) if the repayment plan states that the whole of the amount owed is to be paid by a date that has passed, the judgment must state that repayment must be made immediately;

(b) if the repayment plan states that the amount owed is to be paid by instalments and the date of the first instalment has passed, the judgment must state that the first instalment must be made by a date that is one calendar month after the date of the judgment, and with subsequent instalments to be paid at one calendar month intervals after that.”.

26) In paragraph 7.40(7), for “within 5 days of the date of the judgment” substitute “immediately”.

27) For each of paragraphs 7.40(8), 7.41B(3), 7.41C(4), 7.41D(4), 7.42C(3), 7.42D(6), 7.42E(4), 7.42F(4) substitute and number accordingly –

“The judgment will be made for the amount of –

(a) the amount admitted;

(b) any interest on the amount admitted that the claimant is entitled to and has claimed on the claim form; and

(c) court fees,

minus any payments of the amount admitted on the response form (as defined) that the defendant has already paid.

(If a claimant wants to claim any costs other than court fees, for example the costs of paying for expert evidence, the claimant would have to make an application under Civil Procedure Rules Part 23. Under Section 17 of this Practice Direction, the claimant would have to contact the court about this, and any Part 23 application would then be considered by a judge. The claim may be sent out of OCMC under to paragraph 17.1(2).)”.

28) In paragraph 7.41B(2) omit “on the defendant’s repayment plan”.

29) In paragraph 7.41B(4), after “repayment plan” insert “, unless, at the time the judgment is made, a repayment date specified in the repayment plan has passed”.

30) After paragraph 7.41B(4) insert –

“(5) If a repayment date specified in the defendant’s repayment plan has passed before

the judgment is made, the judgment must still be made in accordance with that repayment plan, but –

(a) if the repayment plan states that the whole of the amount owed is to be paid by a date that has passed, the judgment must state that repayment must be made immediately;

(b) if the repayment plan states that the amount owed is to be paid by instalments and the date of the first instalment has passed, the judgment must state that the first instalment must be made by a date that is one calendar month after the date of the judgment, and with subsequent instalments to be paid at one calendar month intervals after that.”.

31) In paragraph 7.41C(3) omit “that the amount outstanding is to be paid in accordance with the terms of the settlement agreement”.

32) In paragraph 7.41C(5), after “settlement agreement” insert “, unless, at the time the judgment is made, a repayment date specified in the settlement agreement has passed”.

33) After paragraph 7.41C(5) insert –

“(6) If a repayment date specified in the settlement agreement has passed before the judgment is made, the judgment must still be made in accordance with that settlement agreement, but –

(a) if the settlement agreement states that the whole of the amount owed is to be paid by a date that has passed, the judgment must state that repayment must be made immediately;

(b) if the settlement agreement states that the amount owed is to be paid by instalments and the date of the first instalment has passed, the judgment must state that the first instalment must be made by a date that is one calendar month after the date of the judgment, and with subsequent instalments to be paid at one calendar month intervals after that.”.

34) In paragraph 7.41D(3), omit “with payment to be made in accordance with the defendant’s proposed repayment plan”.

35) In paragraph 7.41D(5), after “repayment plan” insert “, unless, at the time the judgment is made, a repayment date specified in the repayment plan has passed”.

36) After paragraph 7.41D(5) insert –

“(6) If a repayment date specified in the defendant’s repayment plan has passed before the judgment is made, the judgment must still be made in accordance with that repayment plan, but –

(a) if the repayment plan states that the whole of the amount owed is to be paid by a date that has passed, the judgment must state that repayment must be made immediately;

(b) if the repayment plan states that the amount owed is to be paid by instalments and the date of the first instalment has passed, the judgment must state that the first instalment must be made by a date that is one calendar month after the date of the judgment, and with subsequent instalments to be paid at one calendar month intervals after that.”.

37) In paragraph 7.42C(2), omit “with payment to be made in accordance with the “affordability calculation repayment plan” (as defined)”.

38) In paragraph 7.42C(4), after “repayment plan” insert “(as defined), unless, at the time the judgment is made, a repayment date specified in the affordability calculation repayment plan has passed”.

39) After paragraph 7.42C(4) insert –

“(4A) If a repayment date specified in the affordability calculation repayment plan has passed before the judgment is made, the judgment must still be made in accordance with that repayment plan, but –

(a) if the repayment plan states that the whole of the amount owed is to be paid by a date that has passed, the judgment must state that repayment must be made immediately;

(b) if the repayment plan states that the amount owed is to be paid by instalments and the date of the first instalment has passed, the judgment must state that the first instalment must be made by a date that is one calendar month after the date of the judgment, and with subsequent instalments to be paid at one calendar month intervals after that.”.

40) In paragraph 7.42D(5), omit “on terms that the amount outstanding is to be paid in accordance with the terms of the settlement agreement”.

In paragraph 7.42D(7), after “settlement agreement” insert “, unless, at the time the

judgment is made, a repayment date specified in the settlement agreement has passed”.

41) After paragraph 7.42D(7), insert –

“(8) If a repayment date specified in the settlement agreement has passed before the judgment is made, the judgment must still be made in accordance with that settlement agreement, but –

(a) if the settlement agreement states that the whole of the amount owed is to be paid by a date that has passed, the judgment must state that repayment must be made immediately;

(b) if the settlement agreement states that the amount owed is to be paid by instalments and the date of the first instalment has passed, the judgment must state that the first instalment must be made by a date that is one calendar month after the date of the judgment, and with subsequent instalments to be paid at one calendar month intervals after that.”.

42) In paragraph 7.42E(3) omit “on terms that the amount outstanding be paid in accordance with the affordability calculation repayment plan”.

43) In paragraph 7.42E(5), after “repayment plan” insert “, unless, at the time the judgment is made, a repayment date specified in the affordability calculation repayment plan has passed”.

44) After paragraph 7.42E(5) insert –

“(5A) If a repayment date specified in the affordability calculation repayment plan has passed before the judgment is made, the judgment must still be made in accordance with that repayment plan, but –

(a) if the repayment plan states that the whole of the amount owed is to be paid by a date that has passed, the judgment must state that repayment must be made immediately;

(b) if the repayment plan states that the amount owed is to be paid by instalments and the date of the first instalment has passed, the judgment must state that the first instalment must be made by a date that is one calendar month after the date of the judgment, and with subsequent instalments to be paid at one calendar month intervals after that.”.

45) In paragraph 7.42F(3), omit “, with the plan for the repayment of the amount owed by the defendant to be determined”.

46) Omit paragraph 7.47(5).

47) At the end of paragraph 11.1(2), insert “When requesting judgment, the claimant may also specify their repayment plan (as defined).”.

48) For paragraph 11.1(3), substitute –

“(3) If the court receives a request for judgment in default, it must “enter judgment” (as defined), unless paragraph 11.1A applies (When default judgment cannot be made).

(4) If the claimant has specified a repayment plan in the request for judgment, the judgment must state that repayment is to be made in accordance with that repayment plan, unless, at the time the judgment is made, a repayment date specified in the repayment plan has passed.

(5) If a repayment date specified in the repayment plan has passed before the judgment is made, the judgment must still be made in accordance with that repayment plan, but –

(a) if the repayment plan states that the whole of the amount owed is to be paid by a date that has passed, the judgment must state that repayment must be made immediately;

(b) if the repayment plan states that the amount owed is to be paid by instalments and the date of the first instalment has passed, the judgment must state that the first instalment must be made by a date that is one calendar month after the date of the judgment.

(6) If the claimant has not specified a repayment plan in the request for judgment, the judgment must state that the whole amount owed must be repaid in immediately.

(7) The judgment will be made for the amount of –

(a) the claim;

(b) any interest that the claimant is entitled to and has claimed on the claim form; and

(c) court fees,

minus any payments of the amount owed on the claim form that the defendant has already paid.

(If a claimant wants to claim any costs other than court fees, for example the costs of paying for expert evidence, the claimant would have to make an application under Civil Procedure Rules Part 23. Under Section 17 of this Practice Direction, the claimant would have to contact the court about this, and any Part 23 application would then be considered by a judge. The claim may be sent out of OCMC under to paragraph 17.1(2).).

When default judgment cannot be made

11.1A (1) The claimant may not obtain a default judgment if, at the date judgment is to be entered, the defendant has paid the amount owed in full (including any claim for court fees and interest).

(2) The claimant also may not obtain a default judgment under paragraph 11.1(3) if, at the date judgment is to be entered, the court has received any paper or electronic response from the defendant, or a notice or application from the defendant or another person.

(3) If the court has received any paper or electronic response, or notice or application, the claim must be referred to a judge for an order or directions.”.