Methods of Enforcing a Court (money) Judgement

If successful at court, the judge will often order the Defendant to pay a sum of money to the Claimant within a set timescale. But what happens if the Defendant fails to comply and make payment?

Despite judgement being obtained, the court is under no obligation to enforce it and therefore the Claimant must take enforcement action to ensure that the money awarded is actually received.

In these circumstances, it is crucial to consult with your solicitor to discuss what the most appropriate method of enforcement will be. As each case depends on its own facts, it is crucial to assess this on a case by case basis as no one answer fits all solution exists.

There are a number of enforcements methods available, each of which aim at a different aspect of the Defendant's assets. Each method has its own set of detailed rules meaning careful consideration of the Defendant's individual circumstances is required before choosing which one to proceed with.

The below methods of enforcement are commonly utilised:

Taking control of goods

This is one of the most commonly employed methods and is often depicted in popular television programmes such as "Can't Pay? We'll Take it Away!".

The Claimant must apply to the court to obtain a warrant of control (County Court) or writ of control (High Court). If approved, this document provides court enforcement agents with legal authority to take goods from the Defendant's home or business.

The threat of removing goods often prompts the Defendant to make payment or agree to a payment plan acceptable to the Claimant. If payment is still not forthcoming, goods will be removed and sold at auction with the proceeds used to settle the debt.

However, it is important to note that certain goods are exempt from seizure. For example, goods on hire-purchase cannot be removed as they are not actually owned by the Defendant.

Third party debt order

An order of the court which usually prevents the Defendant from taking money out of their bank or building society account. The person or institution holding money for the Defendant is the 'third party'.

After considering the application, the judge can then order the third party to transfer the money to the Claimant in settlement of the debt.

It is important to note, however, that an order can only be made against the Defendant(s) that judgement has been awarded against. For example, the Claimant could not get an order over a joint account of a husband and wife if the husband is the sole Defendant.

Charging order

This stops the Defendant from selling their assets without paying the money owed to the Claimant from the proceeds of sale. Assets that can be subject to a charging order include investments, land and property.

While payment is secured, the money will not be received until the Defendant sells the asset(s) subject to the charging order and therefore delays are likely. It is possible to apply to court for an order for sale to force the Defendant to sell the asset(s) but this can be a lengthy process and will not necessarily be granted.

Charging orders are therefore often seen as an option as last resort given the added complexity and delay applying for an order for sale can bring.

Attachment of earnings order

This court order is sent to the Defendant’s employer and requires them to deduct an amount from their earnings and send it to a collection office. This money is then sent to the Claimant until the debt is satisfied in full.

While this option may seem attractive, if the Defendant’s living expenses outweigh their income, the instalments may be extremely small and therefore it can take a considerable amount of time to be paid in full. Furthermore, this option would not be available if the Defendant is unemployed or self-employed.

If you require any further advice about enforcing a Court judgment, please contact a member of our Litigation Department on 01384 371622.

15/06/22 Wall James Chappell - James Rousell <j.rousell@wjclaw.co.uk>