

DISPUTE RESOLUTION

Comprehensive Study Guide

Chapters 1 – 12 | Civil Procedure Rules | Case Law | Practice

This guide covers all 12 chapters of Dispute Resolution including: ADR, litigation procedure, pre-action protocols, commencing proceedings, responding to claims, statements of case, interim applications, case management, disclosure, evidence, trials and appeals, costs, and enforcement of judgments.

Chapter 1 — Different Options for Dispute Resolution

1.1 Introduction

While the public perception of litigation remains one of slow, expensive courtroom battles, the reality has fundamentally changed. Disputes are now frequently resolved in solicitors' offices, and many claims are handled online as part of a £1 billion court reform programme. Alternative Dispute Resolution (ADR) is actively encouraged by the government to reduce litigation costs and ease pressure on the court system.

1.2 Alternative Dispute Resolution (ADR)

ADR is a collective term for any method of settling a dispute outside the traditional litigation process. Negotiation is the most common form, used routinely throughout litigation. The two most significant forms are mediation and arbitration.

1.2.1 The Nature of ADR

Feature	Detail
Voluntary	Parties choose to participate; either can withdraw before settlement
Confidential	Discussions are private and protected from disclosure
Without prejudice	If ADR fails, the court remains unaware of negotiations until after judgment
Neutral third party	An independent person assists but cannot impose a solution (except arbitration)
Arbitration exception	Voluntary at entry stage but once a valid agreement exists, one party can compel the other to arbitrate

1.2.2 Failure to Engage with ADR

Solicitors must discuss ADR with clients at the outset. ADR should be used unless obviously inappropriate (e.g. an injunction is urgently needed) or the other party will not cooperate. A court cannot order ADR, but it can impose costs sanctions if a party unreasonably refuses to participate.

🔗 Case: Halsey v Milton Keynes General NHS Trust

Established factors for assessing unreasonableness: the nature of the dispute, merits of the case, whether other methods had been attempted, and whether ADR had a reasonable prospect of success.

🗑️ Case: Laporte v Commissioner of Police for the Metropolis

A party with a successful defence was still penalised for failing to engage in ADR without justification — success at trial does not excuse an unreasonable refusal.

🗑️ Case: Gore v Naheed and Ahmed

Silence is generally unreasonable. However, sanctions are not automatic if mediation truly had no prospect of success.

1.2.3 The Independent Third Party

A neutral third party helps reduce aggression and increase openness. Neutrals are trained professionals who often have specific industry or commercial knowledge, enabling them to suggest creative solutions unavailable to a court.

1.3 Mediation

Mediation is an increasingly popular form of ADR in which a mediator acts as a "go-between," facilitating dialogue without imposing a decision.

1.3.1 Procedure

The mediator reviews written statements from both parties and discusses the case on a without prejudice basis, identifying real areas of disagreement and working towards a solution. Meetings can be in person, by telephone, or online.

1.3.2 Advantages of Mediation

Advantage	Explanation
Cost and speed	Generally cheaper and faster than litigation
Flexibility	Parties choose their own procedure without strict legal rules
Privacy	Private proceedings protect reputations and commercial interests
Business relationships	Non-confrontational — easier to continue commercial ties afterwards
Commercial reality	Allows creative solutions a court cannot order (e.g. discounts on future orders)
Ability to withdraw	Clients can leave the process at any time before settlement

1.3.3 Disadvantages of Mediation

- Unsuitable for points of law, fraud allegations, or when an injunction is required
- No formal disclosure rules — risk of an unjust decision if facts are concealed
- Privacy prevents public vindication of a party's position
- The ability to withdraw can lead to wasted costs if one party walks away

1.3.4 Enforcement of Mediated Agreements

Key Point

A mediated agreement is not automatically binding like a court judgment. It is a contract between the parties. If one party breaches it, the other must sue for breach of contract.

1.4 Arbitration

Arbitration is a substitute for litigation where the dispute is decided by an independent arbitrator or panel. It is governed by the Arbitration Act 1996, provided the agreement to arbitrate is in writing.

Feature	Mediation	Arbitration
Decision	No binding decision — parties reach own agreement	Binding decision (award) by arbitrator
Outcome	Contract	Enforceable as court judgment (s 66, AA 1996)
Formality	Very flexible	Less formal than court but more structured than mediation
Expert decision-maker	Optional	Yes — arbitrator is usually an industry expert
Injunctions	Not available	Not available
Appeal rights	N/A	Very limited

1.5 Litigation

Litigation is the last resort where the court imposes a solution through the Civil Procedure Rules 1998 (CPR). The CPR gives the court control over case conduct, strict timetables, and the power to impose sanctions.

Court	Typical Use
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County Court	Most civil disputes — broad jurisdiction
High Court	Claims over £100,000; complex matters; public interest cases
Small Claims Track	Simple claims up to £10,000
Fast Track	Claims between £10,000.01 and £25,000
Multi-Track	Claims over £25,000 or complex matters

1.6 Overview of a Civil Claim — Five Stages

Stage	Key Activity
1 — Pre-commencement	Establish objectives, gather evidence, follow pre-action protocols
2 — Commencement	Claim form, particulars of claim, defence filed, track allocated
3 — Interim matters	Court directions, timetable, disclosure, witness statements, expert reports
4 — Trial	Judge hears evidence, decides liability, quantum, and costs
5 — Post-trial	Appeal or enforcement if judgment not paid voluntarily

Chapter 2 — Resolving a Dispute Through a Civil Claim

2.2 Limitation

The Limitation Act 1980 imposes strict time limits for bringing a claim. If missed, the claim becomes "statute barred" — the defendant has a complete technical defence.

Cause of Action	Limitation Period
Contract	6 years from date of breach
Tort (negligence)	6 years from when damage occurs
Personal injury	3 years from date of knowledge or injury (whichever is later)
Latent damage	Later of 6 years from cause of action OR 3 years from date of knowledge — long-stop of 15 years

🗳️ Case: A v Hoare

Court allowed a claim outside the limitation period because the defendant had won the lottery years after his conviction — extension granted in exceptional circumstances.

2.3 Parties to a Claim

Consideration	Detail
Who is the defendant?	Identify all potential defendants including employers (vicarious liability) and manufacturers
Litigation friends	Children and protected parties (mental disorders) must have a litigation friend to act on their behalf
Where is the defendant?	Whereabouts must be known — proceedings must be served
How to sue	Individual / sole trader / partnership / LLP / limited company — each has a different process
Is the defendant worth suing?	Check insolvency/bankruptcy at Companies House — pointless to sue an empty shell

2.4 Case Analysis

A solicitor must analyse the evidence at the outset to provide realistic advice on liability and quantum. The cause of action is the legal basis for the claim — e.g. breach of contract, negligence, nuisance, or misrepresentation.

Breach of Contract Analysis Framework

1. Prove the contract exists (date, type, parties, consideration)
2. Identify express and implied terms relied upon
3. Establish the breach (what term was broken)
4. Prove the factual consequences of the breach
5. Quantify the losses (damages)

2.5 Pre-Action Procedure

Parties must comply with pre-action protocols or the Practice Direction on Pre-Action Conduct (PDPAC) before commencing proceedings. Litigation is a last resort — ADR must always be considered first.

Protocol	Key Requirement
PDPAC (general)	Letter before claim from claimant; defendant responds within 14 days to 3 months
Pre-Action Protocol for Debt Claims	Applies when business sues individual; 30 days to respond; detailed account statements required
Pre-Action Protocol for Professional Negligence	Preliminary Notice to professional; formal Letter of Claim; 3 months to investigate

Consequences of Failure to Follow Pre-Action Protocols

Courts can impose sanctions including: ordering the non-compliant party to pay the opponent's costs; reducing interest awarded to a claimant; or staying proceedings to allow compliance.

2.6 Foreign Element and Choice of Forum

Issue	Rule
Choice of law	Parties usually nominate governing law in their contract
EU contracts (choice of law)	Regulation 593/2008 — generally applies law of seller/supplier's habitual residence
EU jurisdiction	Regulation 1215/2012 — basic rule: sue where defendant is domiciled; alternatives where contract performed or tort occurred
Non-EU jurisdiction	Defendant served while present in England/Wales; or court

Prepared by Akinola Samuel Eluyefa — Nigerian Lawyer & Software Developer

For 1:1 tutoring or inquiries or collaborations and assistance

Click for my WhatsApp UK: [+44 759 1683924](https://wa.me/447591683924) | Nigeria: [+234 707 751 3836](https://wa.me/2347077513836)

	permission to serve abroad if strong connection to England
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Chapter 3 — Commencing Proceedings

3.2 Which Court?

Claim Value	Court
£100,000 or less	Must start in the County Court
More than £100,000	May start in the High Court
Personal injury under £50,000	Cannot start in the High Court
Money-only claims (paper)	County Court Money Claims Centre (CCMCC), Salford
Online claims up to £100,000	Money Claim Online (MCOL) — County Court Business Centre, Northampton

High Court Division	Typical Cases
Queen's Bench Division	Contract and tort claims
Chancery Division	Land, trusts, companies, intellectual property
Family Division	Family law matters
Business and Property Courts	Commercial Court, Technology and Construction Court, Financial List

3.3 Issuing Proceedings — The Claim Form N1

Proceedings formally start when the court receives and issues a claim form (N1), particulars of claim, and the required court fee.

Section	Content Required
A — Heading	Court name and assigned claim number
B — Parties	Full, unabbreviated names and addresses
C — Brief details	Concise nature of claim and remedy sought
D — Statement of value	Precise or estimated amount — determines court fees and allocation
E — Preferred hearing centre	Usually most convenient local court
F — Defendant details	Accurate contact details or solicitor's details if agreed in writing

G — Financial summary	Amount claimed, court fee, fixed legal costs
H — Human rights	Whether the Human Rights Act 1998 is engaged
I — Particulars of claim	Full legal and factual basis (on N1 or separate document)
J — Statement of truth	Signed declaration that facts are true — false statements = contempt of court
K — Address for service	UK address within the jurisdiction

3.4 – 3.8 Service of the Claim Form

Key Deadlines

Service deadline: 4 months from issue (6 months if outside the jurisdiction)

Deemed service of claim form: always the second business day after the step required was taken

Particulars of claim (if separate): must be served within 14 days of claim form and within 4-month period

Method of Service	Rule
Personal service	Hand to individual or senior officer of company
First class post / DX	Deemed served second day after posting (if business day)
Leaving at address	Deemed served on the day left (if before 4:30pm on business day)
Fax / electronic means	Only if recipient has expressly confirmed acceptance of this method
Alternative method	Requires court authorisation (e.g. text message, social media)

Chapter 4 — Responding to a Claim

4.1 Introduction

Once served with a claim form and particulars of claim, the defendant receives a response pack (Form N9). The defendant must react within strict time limits or the claimant can apply for a default judgment.

Response Option	Effect
File an admission	Accepts liability; can limit costs exposure; specifies payment terms
File acknowledgment of service	Extends defence deadline from 14 days to 28 days from service of particulars
File a defence	Sets out the defendant's answer — must be filed within 14 or 28 days
Do nothing	Claimant applies for default judgment under CPR Part 12

4.5 Default Judgment

Ground to Set Aside	Test
Mandatory	Court MUST set aside if judgment was wrongly entered (e.g. entered too early or debt already paid)
Discretionary	Court MAY set aside if defendant has a real prospect of success at trial OR another good reason for the delay

4.8 Settlements Reached After Issue of Proceedings

Order Type	Key Feature
Consent order	Agreed terms signed by both solicitors, sealed by court; public record; used for standard payment terms
Tomlin order	Stays proceedings; settlement terms kept confidential in private schedule; ideal for sensitive commercial terms or remedies the court cannot directly order

Chapter 5 — Statements of Case

5.1 Introduction

Statements of case are formal documents served between the parties and filed with the court. They define the issues for the court to decide. The court only determines issues raised in these documents. They are governed by CPR Part 16.

Ethical Obligation

Solicitors must not mislead the court. Only properly arguable assertions should be included. Allegations of fraud require an evidential basis. If a filed statement contains a material error that misleads the court, the client must be advised to amend it. If the client refuses, the solicitor must cease to act while maintaining client confidentiality.

5.3 Particulars of Claim — Breach of Contract

Element	What Must Be Pleaded
Status of parties	Required to establish statutory implied terms (e.g. consumer contracts)
Existence of contract	Date, type (written/oral), parties, consideration; written contracts must be attached
Terms	Express and implied terms relied upon must be stated
Breach	Alleged generally then itemised in "Particulars of Breach"
Consequences and loss	Factual consequences and itemised damages so defendant knows what is claimed
Interest	Claimed via contractual rate, Late Payment of Commercial Debts Act 1998, or court discretion (s 35A SCA 1981 / s 69 CCA 1984)

5.4 The Defence

Critical Rule

For each allegation in the particulars of claim, the defendant must state whether it is DENIED, ADMITTED, or NOT ADMITTED. Any allegation not dealt with is deemed accepted (CPR r 16.5(5)).

The defendant bears the burden of proof for contributory negligence and failure to mitigate loss. If a limitation period has expired, this must be specifically pleaded in the defence.

5.5 Part 20 Claims

Type	Use
Counterclaim	Defendant's own claim against the claimant — acts as a "set off" if established
Indemnity (Part 20)	Third party contractually/statutorily obliged to reimburse the defendant
Contribution (Part 20)	Joint wrongdoers share responsibility — defendant brings in another party

5.8 Amendments to Statements of Case

Timing	Rule
Before expiry of limitation period — before service	Can amend freely without permission
Before expiry of limitation period — after service	Requires written consent from all parties OR court permission
After expiry of limitation period	Only allowed if the amendment adds/substitutes a claim from same facts, corrects a genuine name mistake, or alters a party's capacity

Chapter 6 — Interim Applications

6.3 Procedure — CPR Part 23

Requirement	Detail
Form	Form N244 — specify order sought and reasons
Service	Notice served on opponent at least 3 clear days before hearing
Evidence	Witness statements or facts from statements of case — verified by statement of truth
Draft order	Should be attached to assist the judge
Without notice orders	Reserved for exceptional urgency — full and frank disclosure duty applies; respondent has 7 days to apply to vary/set aside
Telephone/video hearings	Encouraged for applications with a time estimate of 1 hour or less

6.5 Summary Judgment — CPR Part 24

Summary judgment allows a party to conclude a case early if the opponent has no real prospect of success and there is no other compelling reason for a trial. Either party can apply at any time after service of particulars.

Possible Order	Effect
Grant judgment	Case decided in applicant's favour without trial
Strike out / dismiss	Hopeless case ended
Dismiss the application	Trial proceeds
Conditional order	Requires a party to pay money into court as a condition of continuing (e.g. if defence appears weak)

6.6 Interim Injunctions — CPR Part 25

Interim injunctions maintain the status quo until trial. Breach is punishable as contempt of court. The applicant must give a cross-undertaking in damages — promising to pay the respondent if the injunction is later found to have been wrongly granted.

🔗 Case: **American Cyanamid Co v Ethicon Ltd [1975] AC 396**

Three-stage test: (1) Is there a serious question to be tried? (2) Are damages an adequate

remedy for the applicant? (3) Where does the balance of convenience lie?

6.7 Interim Payments

Requirement	Detail
Timing	Cannot be sought until time for acknowledging service has expired
Notice	14 days before hearing with evidence justifying the amount
Grounds	(1) Defendant admitted liability; (2) judgment on liability already obtained; (3) court satisfied claimant would win a substantial sum at trial
Limit	Amount cannot exceed a reasonable proportion of the likely final award
Effect on trial	Trial judge is NOT told about the interim payment until after deciding liability and quantum

Chapter 7 — Case Management

7.2 The Overriding Objective — CPR Part 1

The Overriding Objective

Courts must deal with cases justly and at proportionate cost. This means: ensuring parties are on an equal footing; saving expense; proportionality to the money, complexity, and parties' financial positions; ensuring cases are handled fairly, quickly, and with appropriate resources. Parties have a positive duty under CPR r 1.3 to help the court further this objective.

7.3 Allocation to a Track

Track	Financial Value	Key Features
Small Claims	£10,000 or less	Simplified procedure; no legal costs recovery; informal hearings
Fast Track	£10,001–£25,000	30-week timetable; trial limited to 1 day; single joint expert standard
Multi-Track	Over £25,000	Flexible, bespoke management; Case Management Conference; costs budgets

A Directions Questionnaire (Form N181) must be completed when a defence is filed. In the County Court, failure to file can result in the statement of case being automatically struck out after a seven-day warning.

7.5 Costs Management

In multi-track cases, parties must file a Costs Budget (Precedent H) detailing incurred costs and estimating future costs. It must be verified by a statement of truth.

Case: Andrew Mitchell MP v News Group Newspapers Ltd

If a party fails to file a costs budget on time, the automatic sanction is that they are treated as having filed a budget consisting of court fees only — they cannot recover any future legal costs from the opponent.

7.7 Relief from Sanctions — CPR r 3.9

Case: Denton v TH White Ltd [2014] EWCA Civ 906

Three-stage test for relief from sanctions: (1) Assess the seriousness or significance of the failure; (2) Consider why the failure occurred; (3) Evaluate all circumstances to deal with the application justly — including whether the trial date can still be met.

Chapter 8 — Disclosure and Inspection

8.4 Standard Disclosure — CPR r 31.6

Standard disclosure requires a party to disclose documents they rely on AND documents that adversely affect their own or another party's case OR support another party's case. "Documents" are broadly defined — anything recording information including emails, photographs, audio, video, and electronic files.

Track	Disclosure Obligation
Small Claims	File and serve copies of all documents intended to be relied on — at least 14 days before hearing
Fast Track	Court invariably orders standard disclosure
Multi-Track	Tailored to complexity; disclosure report filed 14 days before first CMC; options range from dispensing to staged/issue-by-issue disclosure

8.6 How Disclosure is Made — Form N265

Part of List	Content
Part 1	Documents in control that the other party CAN inspect
Part 2	Documents in control that are PRIVILEGED from inspection
Part 3	Documents no longer in the party's control (e.g. lost, posted originals)

Important

The disclosure statement must be signed by the party personally (not their solicitor). It certifies that they understand their duty and have carried out a proportionate search. False statements can lead to contempt of court proceedings.

8.7 Privilege

Type of Privilege	What it Protects
Legal advice privilege	Confidential communications between client and lawyer where the sole or dominant purpose is seeking or giving legal advice
Litigation privilege	Communications between lawyer/client and a third party (expert, witness) where litigation was contemplated or ongoing and the dominant purpose was that litigation

**Without prejudice
correspondence**

Settlement attempts — disclosed in the list but cannot be shown to the trial judge

Waiving Privilege

Privilege belongs to the client, not the solicitor. It can be waived intentionally (e.g. serving a witness statement) or accidentally. If a privileged document is mistakenly disclosed, the opponent's solicitors must return it without showing it to their own client.

Chapter 9 — Evidence

9.2 Burden and Standard of Proof

Concept	Rule
General rule	Legal burden lies on the claimant to prove every fact not admitted by the defendant
Criminal conviction exception (s 11, CEA 1968)	If defendant has a relevant criminal conviction, burden reverses — defendant must prove they were wrongly convicted
Contributory negligence	Burden falls on the defendant — they must prove the claimant's own failure contributed to the loss
Standard of proof	Balance of probabilities — more likely than not (>50% certainty)

9.3 Witness Statements

Requirement	Detail
Form (PD 32)	Witness's address, occupation, chronological narrative in first person
Knowledge basis	Must distinguish between personal knowledge and information/belief
Statement of truth	Signed by the witness personally — not their solicitor
Exchange	Usually simultaneous to prevent one side tailoring evidence after seeing the opponent's statement
Use at trial	Stands as evidence-in-chief; witness confirms truth then is cross-examined

9.5 Admissibility of Evidence

Type	Rule
Relevance	Only evidence addressing facts in dispute is admissible
Opinion (general)	Inadmissible — witnesses provide facts, not opinions
Opinion (personal observation)	Exception under s 3(2) CEA 1972 — opinion as a way of conveying personally observed facts (e.g. car speed, "appeared drunk")
Hearsay	Admissible in civil proceedings under the Civil Evidence Act 1995 —

but considered "second best" as it cannot be cross-examined

9.6 Expert Evidence

The Expert's Primary Duty

An expert's primary duty is to the COURT, not to the party who instructed and is paying for them. They must provide objective, unbiased opinions and must not act as an advocate for their client. This duty overrides any obligation to the instructing party.

Feature	Fast Track	Multi-Track
Expert type	Single joint expert (SJE) is standard	Separate experts — each party instructs their own
Written questions	Parties can put written questions to experts within 28 days of report	Same rule applies
Without prejudice discussions	Experts may be ordered to meet and narrow issues	Same — must produce joint statement of agreement/disagreement
Instructions to expert	NOT privileged — may be inspected by the court	Same

Chapter 10 — Trials and Appeals

10.3 Preparations for Trial

Step	Detail
Pre-trial checklists	Filed no later than 8 weeks before trial date on fast and multi-tracks
Trial bundles	Indexed, paginated file (max ~250 pages); filed 3–7 days before trial; includes statements of case, witness statements, expert reports
Case summary / skeleton argument	Multi-track only — outlines issues, submissions of fact, and relevant law for the trial judge

10.4 The Trial

Stage	Description
Preliminary issues	Judge addresses outstanding procedural points before trial starts
Opening speeches	Claimant's advocate briefly sets out background and remaining issues (if permitted)
Examination-in-chief	Witness identifies and confirms statement — no leading questions on disputed matters
Cross-examination	Opponent's advocate questions witness — leading questions are permitted
Re-examination	Witness's advocate may re-examine on matters raised in cross-examination only
Closing speeches	Both advocates summarise facts and law in the most favourable light
Judgment	Immediate or reserved; determines liability, quantum, interest, and costs

10.5 Appeals

Feature	Detail
Permission required	Always — only granted if real prospect of success or compelling reason
Grounds	Decision was "wrong" (law, fact or discretion) or "unjust" due to serious procedural irregularity
County Court	21 days from judgment

deadline	
Court of Appeal leave	28 days to apply to Supreme Court
Destination of appeal	Normally one level up in hierarchy (e.g. District Judge → Circuit Judge)
Leapfrog appeal	Exceptional cases — High Court direct to Supreme Court, bypassing Court of Appeal

Chapter 11 — Costs

11.2 The General Rule — CPR Part 44

General Rule

The unsuccessful party pays the costs of the successful party. However, the judge retains wide discretion to make different orders depending on the parties' conduct, the issues in dispute, and the outcome.

11.4 Procedure for Determining Costs

Track	Method of Assessment
Small Claims Track	Legal costs generally NOT recoverable — only disbursements
Fast Track	Usually summarily assessed (instant) at end of trial
Multi-Track	Usually detailed assessment procedure

Basis of Assessment	Rule
Standard basis	Costs must be proportionate; doubt resolved in favour of PAYING party
Indemnity basis	Penalty for poor conduct; no proportionality requirement; doubt resolved in favour of RECEIVING party

11.8 Qualified One-Way Costs Shifting (QOCS)

QOCS applies specifically to personal injury claims. An unsuccessful claimant is generally not required to pay the defendant's costs unless the claim was found to be fundamentally dishonest.

11.11 Part 36 Offers

A Part 36 offer is a formal settlement proposal with significant technical requirements and punitive consequences if rejected and not beaten at trial.

Key Requirements

Must be: in writing; stated to be made under Part 36; include a "relevant period" of at least 21 days for acceptance. The offer must remain open throughout the relevant period and cannot be withdrawn during it.

Scenario	Consequence
Accepted within relevant period	Defendant pays settlement sum + claimant's costs to date of acceptance
Accepted late	Court usually makes a "split" costs order from Day 22
Claimant's offer rejected — claimant equals or beats it at trial	Enhanced interest (up to 10% above base rate) from Day 22; indemnity costs from Day 22; additional amount (usually 10% of first £500,000)
Defendant's offer rejected — claimant fails to beat it at trial	Defendant pays claimant's costs to Day 21; claimant pays DEFENDANT's costs from Day 22 — potentially devastating

Chapter 12 — Enforcement of Money Judgments

Key Principle

Obtaining a judgment does not guarantee payment. The court does not enforce its own judgments automatically — the judgment creditor must take active steps. Enforcement should be assessed BEFORE issuing proceedings to ensure the defendant actually has assets worth pursuing.

12.2 Investigating the Debtor — Order to Obtain Information

An order to obtain information (formerly "oral examination") requires the debtor to attend court and be questioned under oath about their assets and income. Failure to attend can result in a committal order (imprisonment).

12.3 – 12.7 Methods of Enforcement

Method	How it Works	Best Used When
Taking control of goods	Enforcement officers seize possessions for public auction	Debtor has valuable moveable goods
Charging order	Charge placed on debtor's land/securities; order for sale available	Debtor owns land or investments with equity
Third party debt order	Third party (e.g. bank) pays creditor directly from debtor's funds	Debtor has money in a bank account — element of surprise
Attachment of earnings	Employer deducts from salary — County Court only; employees only	Debtor is a steady employee

Taking Control of Goods — Court	Debt Range
County Court only (Warrant of Control)	Less than £600
County Court or High Court	£600 to £4,999.99
High Court only (Writ of Control)	£5,000 or more

12.8 Enforcement in Another Jurisdiction

Jurisdiction	Mechanism
Scotland / Northern Ireland	Simplified registration under the CPR

European Union	Brussels Regulation — simplified registration and enforcement across member states
Commonwealth countries	Reciprocal enforcement acts
USA, Japan, China, others	Must issue fresh proceedings in local courts — no automatic recognition

Practical Tip

If foreign enforcement is likely, it may be more sensible and cost-effective to issue the original claim in the foreign country from the outset.

END OF DOCUMENT — DISPUTE RESOLUTION

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