# In the Court of ......................................

A.B. ......................

Plaintiff  
  
 against  
  
 C.D ....................

Defendant  
  
  
[The Union of Inida or the State of ................. , as the case may be.]  
  
The Advocate General of .................................  
  
The Collector of .....................................  
  
The State of .......................................  
  
The A.B. Company, Limited having its registered office at ..............  
  
A.B., a public officer of the C.D. Company.  
  
A.B, on behalf of himself and all other creditors of C.D. late of (add description and residence).  
  
A.B. ,on behalf of himself and all other holders of debentures issued by the Company .... Limited.  
  
The Official Receiver  
  
A.B., a minor, by C.D. [or by the Court of Wards], his next friend.  
  
A.B, a person of unsound mind [or of weak mind], by C.D. his next friend  
  
A.B., a firm carrying on business in partnership at  
  
A.B., by his constituted attorney C.D. (add description and residence)  
  
A.B., shebait of Thakur ...............  
  
A.B., executor of C.D., deceased. ..........  
  
A.B, heir of C.D., deceased.

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.)

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 Rs. ............. for principal, the sum of Rs. ............ for interest on the said principal, the sum of Rs. ............ 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 Rs. ............. for the costs of the suit awarded to the defendant, making in all the sum of Rs. ...............

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 Rs. ...............

(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 cost 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.

1. Subs. by Act 21 of 1929, s. 8 and Sch., for Forms 3 to 11.

Schedule

Description of the mortgaged property]