

1985 No. 102

COUNTY COURTS

County Court (Amendment No. 2) Rules (Northern Ireland) 1985

Made 29th April 1985

Coming into operation 19th May 1985

We, the County Court Rules Committee, appointed by the Lord Chancellor under Article 46 of the County Courts (Northern Ireland) Order 1980(a), in exercise of the powers conferred on us by Article 47 of that Order and by section 143(a) and (b) of the Consumer Credit Act 1974(b) and all other powers enabling us in that behalf, hereby make the following rules:—

Citation

1. These rules may be cited as the County Court (Amendment No. 2) Rules (Northern Ireland) 1985.

Interpretation

2. In these rules a reference to an Order, Rule, Appendix or Form is a reference to that Order, Rule, Appendix or Form as numbered in the County Court Rules (Northern Ireland) 1981(c).

Amendment of the County Court Rules (Northern Ireland) 1981

3.—(1) Order 1 shall be amended at Rule 1 by inserting, after the words “Order 26 Rule 5”, the words “and Order 30 Rule 3”.

(2) Order 12 shall be amended as follows—

(a) by deleting, at paragraph (2) of Rule 1, sub-paragraph (b) and substituting the following new sub-paragraph:—

“(b) where the claim is on foot of a hire-purchase agreement, a credit-sale agreement or a regulated agreement, as defined by the Consumer Credit Act 1974.”;

(b) by deleting, at Rule 17, the words “section 139(1)(b) of the Consumer Credit Act 1974” and substituting the words “section 139(1)(b) or (c) of the Consumer Credit Act 1974”.

(3) Order 26 shall be amended, at Rule 5, by deleting the words “Subject to section 49(1) of the Hire-Purchase Act (Northern Ireland) 1966” and substituting the words “Subject to Rule 3 of Order 30”.

(4) Order 27 shall be deleted.

(5) Order 30 shall be amended by deleting the existing Rules and substituting the new Rules set out in Schedule 1.

(6) Appendix 1 shall be amended as follows—

(a) by deleting Forms 127 to 131 and Form 136;

(b) by inserting the new Forms set out in Schedule 2.

(a) S.I. 1980/397 (N.I. 3)

(b) 1974 c. 39

(c) S.R. 1981 No. 225

(7) Appendix 2 shall be amended, at Part IX, as follows—

(a) be deleting the first paragraph of the entry relating to Hire-Purchase and substituting the following new paragraph:—

“Where an order is made for recovery of possession of goods let under a hire-purchase agreement, the prima facie value of the goods for the purpose of costs shall be the total price less (a) the amount paid, and (b) the amount of arrears (if any) awarded by the decree or order, but this value may be varied by the Judge in his discretion and the costs shall be of the same amount as in proceedings for the recovery of a sum of money equal to the said value of the goods.”;

(b) by deleting, in the third paragraph of the entry relating to Hire-Purchase, the words “The foregoing provisions shall apply to all hire-purchase agreements whether under the provision of the Hire-Purchase Act (Northern Ireland) 1966 or not.”.

8. Order 33 shall be amended, at Rule 2, by deleting the figure “12” and substituting the figure “15”.

Saving for earlier Rules

4. Except in relation to any provision of the Consumer Credit Act 1974 which applies to agreements entered into before 19th May 1985, nothing in rule 3(1) to (7) shall apply to agreements entered into before that date and the Rules in force immediately before 19th May 1985 shall continue to apply to those agreements.

We, the undersigned members of the County Court Rules Committee, having by virtue of the powers vested in us in this behalf made the foregoing rules, do hereby certify the same under our hand and submit them to the Lord Chancellor accordingly.

*John K. Pringle
John Curran
Timothy T. Ferris
T. F. Glass
John R. Comerton
W. Hanna*

After consultation with the Lord Chief Justice, I allow these rules which shall come into operation on 19th May 1985.

Dated 29th April 1985

Hailsham of St. Marylebone, C.

*Rules to be inserted in Order 30***Consumer Credit Act 1974***Interpretation*

1. In this Order “the Act” means the Consumer Credit Act 1974(a), a section referred to by number means the section so numbered in the Act and expressions which are defined in the Act have the same meaning in this Order as they have in the Act.

Saving for earlier Rules

2. Except in relation to any provision of the Act which applies to agreements entered into before 19th May 1985, nothing in this Order shall apply to agreements entered into before that date and the Rules in force immediately before that date shall continue to apply to those agreements.

Where proceedings may be commenced

3.—(1) Subject to paragraphs (2) and (3), an action or application under the Act shall be commenced in accordance with Order 1.

(2) An action against a debtor or hirer—

(a) brought by a creditor or owner to enforce a regulated agreement or any security relating to it; or

(b) brought to enforce any linked transaction;

may be brought in a court for the division in which the debtor or hirer resided or carried on business at the date on which he last made a payment under the regulated agreement.

(3) An application by a debtor or hirer or any surety under section 129(1)(b) (time orders), 132(1) (financial relief for hirer), 139(1)(a) (re-opening of extortionate agreements) or 142(1)(b) (declarations) may be brought in a court for the division in which the debtor, or, as the case may be, the hirer or surety resides or carries on business.

Joinder of parties

4.—(1) All the parties to a regulated agreement, and any surety, shall be made parties to any proceedings relating to the agreement, subject to the discretion of the Judge to direct otherwise at the hearing.

(2) Without prejudice to paragraph (1), the judge may, on an ex parte application grounded upon an affidavit setting forth the facts as provided by section 70(3) or 73(8), make an order that the supplier or the negotiator, as the case may be, shall be made a party to the proceedings against the creditor, and the judge may, before making such order, require such notice of the application to be served as he thinks fit.

Action to recover possession of goods under a hire-purchase agreement

5. An action to recover possession of goods under a hire-purchase agreement shall be commenced by civil bill stating the following particulars—

(a) the date of the agreement and the parties thereto, with sufficient particulars to enable the debtor to identify the agreement;

(b) where the plaintiff was not one of the original parties to the agreement, the means by which the rights and duties of the creditor under the agreement passed to him;

(c) whether the agreement is a regulated agreement;

(d) the goods claimed;

(e) the total price;

(f) the amount paid by or on behalf of the debtor;

(g) the date when the right to demand recovery of the goods accrued;

(h) the amount of arrears accrued at the date when the right to demand recovery of the goods accrued;

- (i) the amount of any further balance under the agreement (being the total price less (a) the amount paid and (b) any arrears); and
- (j) the amount (if any) claimed in addition to the delivery of the goods, stating the cause of action in respect of which each such claim is made.

Particulars to be given in other claims arising out of a hire-purchase agreement

6. Where a plaintiff's claim arises out of a hire-purchase agreement but is not brought to recover possession of goods, he shall state in his originating process the following particulars—

- (a) the date of the agreement and the parties thereto, with sufficient particulars to enable the debtor to identify the agreement;
- (b) where the plaintiff was not one of the original parties to the agreement, the means by which the rights and duties of the creditor under the agreement passed to him;
- (c) whether the agreement is a regulated agreement;
- (d) the goods let under the agreement;
- (e) the total price;
- (f) the amount paid by or on behalf of the debtor;
- (g) the amount (if any) claimed as being due and unpaid in respect of any instalment or instalments of the total price; and
- (h) particulars of any other claim and the circumstances in which it arises.

Conditional sale agreements

7. The provisions of Rules 5 and 6 shall apply to conditional sale agreements as they apply to hire-purchase agreements subject to the following modifications—

- (a) for any reference to the debtor there shall be substituted a reference to the buyer; and
- (b) for any reference to a hire-purchase agreement or to goods let under the agreement, there shall be substituted a reference to the conditional sale agreement, or to goods to be sold under the agreement, as the case may be.

Protection Orders

8.—(1) An application under section 131 may, where the exigencies of the case so require, be made *ex parte*, upon lodgment by the applicant in the Office of a requisition setting forth the nature of the application.

- (2) Every other application under section 131 shall be by motion on notice in Form 281.

Enforcement Orders

9.—(1) Subject to paragraph (2), an application for an enforcement order shall be made by notice in Form 282.

(2) If, apart from the need to obtain an enforcement order, a creditor is entitled to payment of the money or possession of the goods or land to which the agreement relates, an application for an enforcement order shall be made in the course of an action to enforce the agreement.

(3) Where a creditor wishes to apply for an enforcement order as provided for by paragraph (2) he shall endorse the originating process with a statement to that effect.

(4) The notice of application under paragraph (1) and the endorsement provided for by paragraph (3) shall state the circumstances rendering an enforcement order necessary.

(5) The applicant shall serve the notice of application under paragraph (1) on the other party or parties to the agreement (who shall be the respondent or respondents to the application) and a copy of the notice on the chief clerk not less than twenty-eight days before the entry day for the sitting at which the application is to be heard.

(6) Upon receipt of the copy of the notice the chief clerk shall enter the application for hearing at the appropriate sitting of the court for the hearing of ordinary civil bills without the need for production of an entry sheet.

Orders under section 86(2), 92(1) or (2) or 126

10. Rule 9 shall apply to an application for an order under section 86(2) (enforcement of a partly secured or unsecured regulated agreement on the death of the debtor or hirer), 92(1) (entry into premises to take possession of goods), 92(2) (recovery of possession of land where

debtor is in breach of a regulated conditional sale agreement) or 126 (enforcement of a land mortgage securing a regulated agreement) as it applies to an enforcement order, so however that in the case of an order under section 86(2) the personal representatives of the deceased debtor or hirer shall be made parties to the proceedings in which the order is sought.

Re-opening of extortionate agreements

11.—(1) An application under section 139(1)(a) for the purpose of re-opening a credit agreement on the ground that the credit bargain is extortionate shall be made by notice in Form 283.

(2) Paragraphs (5) and (6) of Rule 9 shall apply to a notice of application under paragraph (1) of this Rule.

(3) Where in county court proceedings of a type specified in section 139(1)(b) or (c) a debtor or surety desires to have a credit agreement re-opened he shall before entry day serve notice of motion in Form 281 that he so desires on the chief clerk and on the other party or parties to the proceedings or their solicitors.

(4) Paragraph (3) shall not apply where notice has been served under Rule 17 of Order 12 and the action has been entered for hearing in accordance with that Rule.

Time Orders

12.—(1) An application for a time order under section 129(1)(b) shall be made by notice in Form 284 and shall state the following particulars—

- (a) the date of the agreement and the parties to it, with sufficient particulars to enable the respondent to identify the agreement and details of any sureties;
- (b) if the respondent was not one of the original parties to the agreement, the name of the original party to the agreement;
- (c) the names and addresses of the persons to be served with the application;
- (d) the place where the agreement was signed by the applicant;
- (e) details of the notice served by the respondent giving rise to the application;
- (f) (if known) the total unpaid balance due under the agreement and the amount of any arrears together with the amount and frequency of the payments specified by the agreement;
- (g) the applicant's proposals as to payment of any arrears and of future instalments together with details of his means;
- (h) where the application relates to a breach of the agreement other than the non-payment of money, the applicant's proposals for remedying it.

(2) Paragraphs (5) and (6) of Rule 9 shall apply to a notice of application under paragraph (1) of this Rule.

Financial relief for hirer

13.—(1) An application by a hirer for an order under section 132(1) shall be made by notice in Form 285.

(2) Paragraphs (5) and (6) of Rule 9 shall apply to a notice of application under paragraph (1) of this Rule.

Application for variation, etc.

14.—(1) An application under section 130(6) (variation, etc., of time orders), 133(6) (revocation, etc., of return orders or transfer orders) or 135(4) (variation of conditional or suspended orders) shall be made by notice in Form 285.

(2) Paragraphs (5) and (6) of Rule 9 shall apply to a notice of application under paragraph (1) of this Rule.

Declarations

15.—(1) An application for a declaration under section 142(1)(b) or 142(2) shall be made by notice in Form 285.

(2) Paragraphs (5) and (6) of Rule 9 shall apply to a notice of application under paragraph (1) of this Rule.

Issue of decree after conditional or suspended order

16.—(1) Where in an order made by it in relation to a regulated agreement a court includes provisions of a type referred to in section 135(1)(a) or (b), the decree shall not issue until an affidavit has been lodged in the Office stating that—

- (a) the condition specified by the court under section 135(1)(a) has been fulfilled; or
- (b) the court has directed under section 135(1)(b)(i) that the order shall now operate; or
- (c) the act or omission specified under section 135(1)(b)(ii) has occurred.

(2) Before issuing such a decree the chief clerk shall record thereon a certificate embodying the purport of such affidavit.

Notice of Motion under the Consumer Credit Act 1974

Order 30, Rules 8(2), 11(3)

[Title of Action]

TAKE NOTICE that at the sittings of the Court for the above-named Division to be held at
on the day of 19 an
application will be made to the Court under the Consumer Credit Act 1974 section on behalf
of the plaintiff [or defendant] for an order [*specify remedy applied for*].

Dated this day of 19

Signed Applicant/
Solicitor for the
Applicant

To the above-named defendant [or plaintiff] and the Chief Clerk for the Division of

**Notice of Application for an Enforcement Order under
the Consumer Credit Act 1974**

Order 30, Rules 9(1), 10

Between

of

Applicant

and

of

Respondent(s)

The Applicant's proposals for remedying this are as follows (*give details*):

Dated this day of 19

Signed Applicant/Solicitor for
the Applicant

To the above-named Respondent(s) and the Chief Clerk at
(Courthouse).

Notice of application under section 139(1)(a) of the Consumer Credit Act 1974 to re-open a credit agreement

Order 30, Rule 11(1)

Between

of

Applicant

and

of

Respondent(s)

TAKE NOTICE that I intend at the sitting for the above-named County Court/Recorder's Court commencing on the day of 19 to apply under section 139(1)(a) of the Consumer Credit Act 1974 for the re-opening of a credit agreement made between the applicant and (*name(s) of other party or parties to the agreement*) dated the day of 19 whereby (*state briefly nature of agreement*) on the grounds that the credit agreement [or bargain to which it relates] is extortionate and for such relief as is specified in section 139(2) of that Act.

Dated this day of

19

Applicant/Solicitor for Applicant

To the Chief Clerk at
and to the Respondent(s).

(Courthouse)

**Notice of Application for a Time Order under Section 129(1)(b)
of the Consumer Credit Act 1974**

Order 30, Rule 12(1)

Between

of

Applicant

and

of

Respondent(s)

TAKE NOTICE that at the sittings of the Court for the above-named Division to be held at _____ on the _____ day of _____ 19____ an application will be made to the Court under the Consumer Credit Act 1974, section 129(1)(b) on behalf of the Applicant for a time order.

The following are the required particulars of the regulated agreement in respect of which a time order is sought—

- (1) The agreement is dated _____
- (2) The names and addresses of the other parties to the agreement are: _____
- (3) The name and address of the person (if any) who acted as surety (e.g., as guarantor) is: _____
- (4) (*delete if not applicable*) The rights and duties of the party named _____ at (2) above passed to the respondent on (*give date*) _____ when (*here insert the reason why you now regard the respondent as your creditor*) _____

His address is:

- (5) The agreement was signed at (*here give the address of the shop or other place where you signed the agreement*): _____
- (6) The agreement provided for the payment of instalments of £ _____ per week/month.
- (7) The unpaid balance under the agreement (if known) is £ _____
- (8) The arrears that have accrued to date (if known) amount to £ _____
- (9) On (*give date*) the Respondent served [*delete as applicable*]:
 - (a) a default notice, or
 - (b) a notice given under section 76(1) of the Consumer Credit Act 1974, or
 - (c) a notice given under section 98(1) of the Consumer Credit Act 1974
 OR a copy of the notice — served by the Respondent on (*give date*) is attached
- (10) [IF YOU ARE APPLYING FOR TIME TO PAY] The Applicant's proposals for payment are (*give details*) _____ to clear the arrears (if any) and then instalments of £ _____ per week/month.
- (11) [IF YOU HAVE FAILED TO COMPLY WITH THE AGREEMENT IN ANY OTHER RESPECT] The Applicant is in breach of the following provisions of the agreement (*give details*). _____

The Applicant's proposals for remedying this are as follows (*give details*): _____

Dated this _____ day of _____

19 ____

Signed _____

Applicant/Solicitor for
the Applicant

To the above-named Respondent(s) and the Chief Clerk at
(Courthouse).

FORM 285

Notice of Application under the Consumer Credit Act 1974

Order 30, Rules 13(1), 14(1), 15(1)

Between

of

Applicant

and

of

Respondent(s)

TAKE NOTICE that at the sittings of the Court for the above-named Division to be held at on the day of 19 an application will be made to the Court under the Consumer Credit Act 1974, section(s) on behalf of the Applicant for an order [specify remedy applied for, giving all necessary particulars].

Dated this day of 19

Signed

Applicant/Solicitor for the Applicant

To the above-named Respondent(s) and the Chief Clerk at (Courthouse).

FORM 286

Decree for delivery of goods under a hire-purchase agreement/conditional sale agreement/consumer hire agreement

[With additions if Order made also for sum of money claimed in the action]

Order 30, Rules 5, 7

[Title as in Form 1]

IT APPEARING TO THE COURT that the plaintiff duly caused a civil bill to be brought at the present sittings against the defendant for the recovery of goods of the plaintiff alleged to have been wrongfully detained by the defendant, and that the civil bill was duly served on the defendant;

AND IT APPEARING TO THE COURT that the defendant being in default under a [regulated] hire-purchase agreement [or regulated conditional sale agreement or regulated consumer hire agreement] dated day of 19 , and made between and , did wrongfully detain the goods of the plaintiff hereinafter mentioned being goods subject to the said agreement;

IT IS ORDERED AND DECREED BY THE COURT that the plaintiff do recover against the defendant the following goods of the plaintiff so wrongfully detained by the defendant, that is to say [specify the goods which the Court decides to have been detained] and that the defendant do return the said goods to the plaintiff on or before the day of 19

[AND IT ALSO APPEARING TO THE COURT that the defendant is justly indebted to the plaintiff in the sum of £ due on foot of the said hire-purchase agreement [or conditional sale agreement or consumer hire agreement]];

IT IS FURTHER ORDERED that the defendant [insert name] do pay to the plaintiff the [said sum together with the] sum of £ for costs and the sum of £ for witnesses' expenses.

Dated at this day of 19

(Seal)

Signed

Chief Clerk

Signed*

Solicitor for the Plaintiff

FORM 287

Decree for delivery of goods under a hire-purchase agreement or a conditional sale agreement, suspended in accordance with a time Order

[With additions if Order made also for a sum of money claimed in the action]

Order 30, Rules 5, 7

[Title as in Form 1]

IT APPEARING TO THE COURT that the plaintiff duly caused a civil bill to be brought at the present sitting against the defendant for the recovery of goods of the plaintiff alleged to have been wrongfully detained by the defendant, and that the civil bill was duly served on the defendant;

AND IT APPEARING TO THE COURT that the defendant being in default under a [regulated] hire-purchase agreement [or regulated conditional sale agreement] dated day of 19 and made between and did wrongfully detain the goods of the plaintiff hereinafter mentioned being goods subject to the said agreement;

IT IS ORDERED AND DECREED BY THE COURT that the plaintiff do recover against the defendant the following goods of the plaintiff so wrongfully detained by the defendant, that is to say [specify the goods which the Court decides to have been detained].

AND IT IS ORDERED that, unless the defendant fulfils the conditions of the suspension hereinafter imposed, the defendant do return the said goods to the plaintiff on or before the day of 19

[AND IT ALSO APPEARING TO THE COURT that the defendant is justly indebted to the plaintiff in the sum of £ due on foot of the said agreement];

IT IS FURTHER ORDERED that the defendant [insert name] do pay to the plaintiff [the said sum together with] the sum of £ for costs and the sum of £ for witnesses' expenses;

AND IT IS ORDERED that the operation of this Order be suspended on condition that the [said sum of £ together with the further] unpaid balance of total price, namely £ is paid to the plaintiff by instalments of £ for every month, the first instalment to be paid on the day of 19, [add any further conditions imposed by the Court];

AND IT IS ORDERED that the above-mentioned agreement be modified in the following respects—

No sum except the instalments aforesaid shall be payable to the plaintiff in respect of the said agreement during the said suspension.

[State any other respect in which the agreement is to be modified].

Dated at this day 19

(Seal)

Signed Chief Clerk.

Signed Solicitor for the Plaintiff.

Decree for delivery of goods under a hire purchase agreement or a conditional sale agreement, including a transfer order

Order 30, Rules 5, 7

[Title as in Form 1]

IT APPEARING TO THE COURT that the plaintiff duly caused a civil bill to be brought at the present sittings against the defendant for the recovery of goods of the plaintiff alleged to have been wrongfully detained by the defendant, and that the civil bill was duly served on the defendant;

AND IT APPEARING TO THE COURT that the defendant being in default under a [regulated] hire-purchase agreement [or regulated conditional sale agreement] dated the day of 19 , and made between and did wrongfully detain the goods of the plaintiff hereinafter mentioned being goods subject to the said agreement;

IT IS ORDERED AND DECREED BY THE COURT that the plaintiff do recover against the defendant the following goods of the plaintiff so wrongfully detained by the defendant that is to say [specify the goods which the Court decides to have been detained];

AND IT IS ORDERED that the defendant do return the said goods to the plaintiff on or before the day of 19 ;

AND IT IS FURTHER ORDERED that the plaintiff's title to the following goods be transferred to the defendant, that is to say [specify remainder of the goods to which the agreement relates];

AND IT IS ORDERED that the defendant do pay to the Plaintiff the sum of £ for costs and the sum of £ for witnesses' expenses.

Dated at this day of 19

Signed

Chief Clerk.

Order on application under Section 130(6) or 135(4) of the Consumer Credit Act 1974

Order 30, Rule 14(1)

[Title of Application]

UPON AN APPLICATION made the [date] under Section 130(6)/135(4) of the Consumer Credit Act 1974.

AND UPON READING the notice of application:

AND UPON HEARING

IT IS ORDERED that in lieu of the conditions mentioned in the decree made in this action on the day of 19 the operation of the order therein shall be suspended on the following conditions, that is to say [state the varied conditions]

AND IT IS ORDERED that the terms of the regulated agreement referred to in the said decree be further modified in the following respects [state respects in which the agreement is to be modified];

OR IT IS ORDERED that the suspension of the operation of the Order in the decree in this action dated the day of 19 be revoked, and that the defendant do return the goods specified in the decree namely [specify the goods] on or before the day of 19

AND IT IS ORDERED that the do pay the sum of £ for the costs and the sum of £ for witnesses' expenses;

AND IT IS ORDERED that the do pay to the witnesses' expenses. the sum of £ for costs and the sum of £ for

Dated at this day of 19

(Seal)

Signed

Chief Clerk.

Order on application under section 133(6) of the Consumer Credit Act 1974

Order 30, Rule 14(1)

[Title of Application]

UPON AN APPLICATION made the [date] under section 133(6) of the Consumer Credit Act 1974

AND UPON READING the notice of application

AND UPON HEARING

IT IS ORDERED that the order in this action dated the day of 19 , for the return of the specified goods be revoked;

AND IT IS ORDERED that the do pay the sum of £ in respect of the balance of the total price of the goods [by instalments of £ per week/month, first instalment to be paid on or before the (date)];

AND IT IS ORDERED that the do pay the sum of £ for costs and the sum of £ for witnesses' expenses.

Dated at this day of 19

(Seal)

Signed Chief Clerk.

Enforcement Order under the Consumer Credit Act 1974

Order 30, Rule 9(1)

[Title of Application]

UPON AN APPLICATION made the [date] under section of the Consumer Credit Act 1974

AND UPON READING the notice of application

AND UPON HEARING

IT IS ORDERED that an enforcement order do issue pursuant to section of the Consumer Credit Act 1974 in the following terms [give particulars of order]

AND IT IS ORDERED that the do pay the sum of £ for costs and the sum of £ for witnesses' expenses.

Dated at this day of 19

(Seal)

Signed Chief Clerk.

EXPLANATORY NOTE

(This note is not part of the Rules.)

These rules amend the County Court Rules (Northern Ireland) 1981 to take account of the commencement of the remaining provisions of the Consumer Credit Act 1974 on 19th May 1985. The rules substitute a new Order 30 so as to make provision for—

- (a) the county court division in which proceedings may be commenced (O.30 r. 3);
- (b) actions to recover possession of goods under a hire-purchase agreement (O.30 r. 5);
- (c) other actions arising out of a hire-purchase agreement (O.30 r. 6);
- (d) actions arising out of conditional sale agreements (O.30 r. 7);
- (e) applications for protection orders (O.30 r. 8);
- (f) applications for enforcement orders (O.30 r. 9);
- (g) applications to re-open extortionate agreements (O.30 r. 11);
- (h) applications for time orders (O.30 r. 12);
- (i) applications for financial relief (O.30 r. 13);
- (j) applications for declarations (O.30 r. 15).

Except where the Consumer Credit Act 1974 applies to agreements entered into before 19th May 1985, nothing in the rules described above applies to agreements entered into before that date.

The rules amend Rule 2 of Order 33 to increase the rate of interest on decrees from 12% to 15%. The rules make other minor amendments.