**Filing attorney: Christopher Ross Gidla**

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**THE REPUBLIC OF TRINIDAD AND TOBAGO**

**IN THE HIGH COURT OF JUSTICE**

Claim # No.CV 2011-03882

BETWEEN

**MARILYN SOOKDEO Claimant**

**AND**

**CHRISTINE RAMDHAN**

**1st Defendant**

**ERROL RAMDHAN**

**2nd Defendant**

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**REQUEST FOR ISSUE OF WRIT OF EXECUTION**

**To the Court**

I, **Christopher Ross Gidla, of** Gidla & Associates , 18-20 Pembroke Street, Port of Spain, Attorney at Law for the judgment creditor apply for the issue of a writ of execution against the judgment debtor to recover the sum stated below.

Amount of Judgment $103,761.96

Costs $ 1,200.00

Interest @ 12% from 27/1/2012 –

27/4/2012 $ 3,112.86

4 days @ 34.59 138.36

Total sum due $108,213.18

Less:paid since judgment $ 0.00

Balance of judgment now due $**108,213.18**

Plus: fee on issue $ 80.00

Attorney’s costs on issue $ 650.00

Amount for which writ to issue $ **108,943.18**

I certify that

1. The whole or part of any instalment due under the judgment has not been paid;and
2. The balance of judgment now due is as shown above.

Dated signed

Christopher Ross Gidla

Attorney at Law for judgment creditor in person

**WRIT OF EXECUTION**

To: **The Marshal**

You are required to levy the sum stated above together with interest at the rate of 12% per annum from the 27th of day of January, 2012, until payment together with Marshal’s poundage fees, cost of levying and all other legal incidental expenses and to pay the amount levied in respect of the judgment debt, fees, costs and interest to the judgment creditor.

You are also required to indorse on this writ immediately after execution a statement to the manner in which you have executed it and send a copy to the judgment creditor

Dated

……………………………………………….

Registrar

**Notice to Judgment Debtor**

**Notice of levy**

The marshal has levied on your goods. This means that you must not dispose of them as the marshal may have to take them and sell them, at a public auction.

**Payment of the judgment debt**

If you pay the total amount due under this writ including the marshal’s poundage fees, costs of levying and any other legal incidental expenses, your goods will not be taken and you will not have to pay anymore costs. You must pay the money to the marshal and will be given a receipt.

**If you do not want the Marshal to remove your goods**

You can ask the Marshal not to do so but you **must** sign the walking possession agreement below.

**If your goods are removed**

* You will be given a list of goods removed.
* The goods will not be sold for at least days- unless they are perishable.
* You will be given ( ) days notice of the date and place of sale.
* Further fees may be charged and added to the debt.
* These fees could include the cost of removing the goods and the fees charged by the auctioneer.

**When the goods are sold**

You will be given a written statement as to the sale and distribution of the proceeds of sale.

**If the sale is stopped**

You will normally have to pay a fee and any expenses incurred in removing the goods or advertising the sale.

**Walking Possession Agreement**

(Request **not** to remove goods)

Please do not take my goods listed here-

I agree until payment is made or the writ withdrawn, I will-

* Not remove or damage the goods or allow anyone to do so
* Show this form to anyone who calls and tries to take these goods
* Tell you immediately if anyone tries to do so; and
* **Allow you to re-enter the premises at any time ( and as often as you want) to see the goods or to complete the enforcement of this writ.**

Dated signed:

The court office is at the Hall of Justice, Knox Street, Port of Spain telephone number 623-2417, FAX 623-5238. The Office is open between 8:00 and 4:00 pm Mondays to Fridays except Public Holidays and Court Holidays.

Dated the day of April, 2012