

Updates on The Indian Partnership Act, 1932 & e-Compliance.

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1) Short title, extent and commencement

1.1 The Indian Partnership Act, 1932 (hereinafter referred to as the Act) applies to the whole of India except the state of Jammu & Kashmir. The Act has come into force w.e.f. 1st day of October 1932 with the assent of the Governor General of India on 8th April 1932.

1.2 The total Act has been divided into Eight Chapters out of which there is only one Chapter i.e. Chapter VII comprising of sections ranging from 56 to 71 the application of which has been made optional to all the implementing States.

2) What is Partnership

2.1 Partnership is the relation between persons who have agreed to share a profits of a business carried on by all or any of them acting for all.

2.2 Persons who have entered into partnership with one and another are called individually “partners” and collectively “a firm”.

2.3 A real relationship between the parties as shown by all relevant facts only can prove whether a person is a partner or not and whether a particular group of persons is or is not a firm.

2.4 When duration of partnership is not defined, the partnership is “partnership at will”. When persons become partner for a particular venture, it is called a “particular partnership”.

2.5 Act of Firm

It is the settled position of law that the act of one partner of the firm can well be construed as an act on behalf of all the partners if the circumstances warrant such a conclusion.

In order to constitute an act of a firm the act or omission of a partner must be

- i) Within the partner's express or implied authority, and ii) connected with the partnership business.

2.6 Business - Lawful

Following business, i.e, trade or profession or occupation cannot be the subject – matter of the partnership:

- i) If it is illegal by any law;
- ii) if it is prohibited or forbidden by any rule or law or judicially recognised usage,
- iii. if it is discouraged by any law though not punishable by law,

2.7 An Association of persons

There must be a contract between two or more persons. Therefore, unless there are at least two persons, there cannot be a partnership. No partnership consisting of more than ten persons shall be formed for the purpose of carrying on the business of banking, No partnership consisting of more than twenty persons shall be formed for the purpose of carrying on any other business.

2.8 A valid contract

Partnership is the result of contract. It can be formed by contract only, express or implied. It is not essential that partnership must be created by written document. All the essential conditions of a valid contract must be fulfilled. So a partnership cannot be formed by two or more minors (or any other disqualified persons) or between a minor and a competent person. A partnership cannot be formed for carrying on any business the object or design of which is illegal or opposed to public policy.

Again it differs from Hindu joint family business or from co- ownership which is formed by operation of law. Partnership is not formed by the operation of law.

2.9 Relation between partners.

Partners are not the co – owners of the assets of the firms. They are not creditors and debtors to each other, unless the balance has been ascertained to be payable from one to other after completion of accounts on dissolution of the firm. They are not also trustees for each other or for the affairs of the firm,

2.10 Agent and principal (Section 18)

A partners is the agent of the firm for the purpose of the business of the firm. This relationship between partners is established by the words 'carried on by all or any of them acting for all'. A partner is, therefore, an agent in the sense that he can bind the firm and other fellow partners by his acts done in the course of business and he is also a principal of other partners in the sense that he can be bound by the acts of the other partners done in the course of business.

2.11 Business

The existence of business is essential to form a partnership. Business includes trade, occupation or profession according to the definition given in section 2(b). This element of partnership is very important. Unless there is business there will be no partnership. The business must be lawful. The idea behind the business in section 2 is to secure gain. Therefore, a society formed for the charitable or religious purpose is not a partnership. Similarly, a voluntary association formed for the purpose of holding a function of a social character is not a partnership. So the examples of associations formed for common object which are not partnerships are club, Chamber of Commerce and similar other trade protection association, credit and other benefit co-operative societies. The co-ownership is not coming under the definition of business and therefore, it is not a partnership. Even a single transaction may constitute business, but only if it carries with it intrinsically the quality of trade or commerce or business.

2.12 Sharing of profits

Sharing the profits of a business is not only evidence but conclusive evidence of partnership. The sharing of profits or of gross return arising from property by persons holding a joint or common interest in that property does not of itself make such persons

partners (Explanation 1 to section 6) and the receipt by a person of a share of the profits of a business, or of a payment upon the earning of profits or varying with the profits earned by a business does not of itself make him a partner with the persons carrying on the business; and in particular, the receipt of such a share or payment –

- a) By a lender of money to persons engaged or about to engage in any business,
- b) By a servant or agent as remuneration,
- c) By the widow or child of a deceased partner, as annuity,
- d) By a previous owner or part owner of the business as consideration for the sale of the goodwill or share thereof does not of itself make the receiver a partner with the persons carrying on the business (Explanation 2 to section 6)

2.13 Sharing of Losses

This definition does not include the element of the sharing of losses. This element is regarded as consequential upon the sharing of profits.

2.14 Partnership

In absence of express stipulation a partnership business is presumed to commence on the date of partnership contract or on the date of the execution of the deed of partnership.

- i) Three elements of partnership

A Partnership contains three elements viz., an agreement entered into by all the persons concerned; the agreement must be to share the profits of a business; and the business must be carried on by all or any of the persons concerned acting for all.

2.15 Partnership of Karta of Joint Hindu Family

In Chandrakant Manilal Shah v. C.I.T., Bombay, it has been held that individual member of HUF can enter into partnership with the karta of HUF by contributing only his skill and labour. It is not necessary for such individual coparcener to contribute any separate asset belonging to him to constitute a valid partnership.

2.16 'Persons', Meaning of

The word 'persons' in section 4 of the partnership Act which has replaced section 239 of the Indian Contract Act contemplates only natural or artificial, i.e, legal persons. A firm is not a ' person' and as such is not entitled to enter into a partnership with another firm or Hindu Undivided Family or Individual.

2.17 Competency of person

- i) Minors as partners: under a deed of partnership four parties had equal shares in profits and losses. Two of them were minors. No one acting as the minors' guardian signed the deed. It was held that no agreement with the minors came into existence. The deed purporting to be a partnership with the minors was wholly invalid.
- ii) An agreement of partnership was made by and between several persons, some of whom were minors. The contract was not null and void so far as adult members were concerned.
- iii) Persons of sound Mind - A person who is not of sound mind is incompetent to enter into contract of partnership. Persons of sound mind are only competent to enter into partnership.
- iv) Alien Enemy- cannot be a partner- Alien enemy is incompetent to enter into partnership agreement.
- v) Insolvent- cannot be a partner - On adjudication of a partner as an insolvent he cannot enter into an agreement of partnership.
- vi) Corporation - If the corporation is authorised by its constitution, it can enter into partnership with an individual or with another corporation.

2.18 Death of Karta dissolves Partnership:

Where the karta of a joint family enters into partnership with strangers, the partnership is automatically dissolved on the death of the Karta. The surviving members of the family cannot be held liable for any debts incurred after the death of the Karta.

2.19 Is Firm Legal Person?

A Firm is not a legal entity and cannot be regarded as a person like a company which is a corporate body and a person in the eye of law. A suit by firm must be treated as one by partners at time of accrual of cause of action.

2.20 Deed of Partnership

A Partnership may be created by a written document. To avoid unnecessary harassment and unpleasantness among the partners in the event of any dispute it is suggested that partnership agreement should be jotted down in a written instrument. This written instrument is known as deed of partnership. The making out a deed of partnership is not compulsory. It is not also compulsory to get it registered under the Indian registration Act, 1908- (...desirable...). An instrument of partnership may be constituted by more than one document. The usual contents of deed of the partnership are enumerated below:

1. Name of the firm; (must)
2. Address of the firm- Principal place of business; (must)
3. Address of the any other office of the firm'
4. Names, addresses and occupations of the partners; (must)
5. Nature of business, and date of commencement; (must)
6. The capital invested by each partner; (must)
7. The proportion of sharing profit and loss of the firm; (must)
8. Arbitration clause;
9. Duration of partnership, i.e, whether a partnership at will or particular partnership; (must)
10. Period of the accounting year;
11. The appointment of auditor and his remuneration;
12. The names of the active partners (working partners) and dormant partners;
13. Remuneration to the active partners;(working partners)
14. Interest on capital, if any;
15. Interest on advances made by the partners, if any;
16. Periodical drawing of the partners for their expenses;

17. Nomination of representative to be partner on the death of partner;
18. Bank account and the partners' capacity to operate them;
19. Powers, rights, duties and liabilities of partners in the management and affairs of the firm;
20. Meeting of the partners, etc.;
21. Arbitration clause;
22. Signature of all partners with date and the signature and addresses of witnesses attesting the signature of partners.

2.21 Separate Property of a Partner

The property belonging exclusively to one of the partners does not vest in the partnership on account of the mere fact that he allowed it to be used for the partnership business. In order that it may so vest a further agreement on his part, express or implied, that it shall become the property of the firm, has to be proved. In other words, it must be shown that the property has been thrown into partnership assets.

2.22 Co-owners of Firm Property

Partners are joint owners or co-owners of the entire partnership property. Each partner is co-owner of entire partnership property.

2.23 Relinquishment of Partners Interest in Favour of New Partner

Where the deed of relinquishment is in respect of Individual interest of three partners in the assets of partnership firm in favour of new partners, it does not require registration, even though the assets of the partnership firm include immovable property.

2.24 Mere User of Property by Firm

A mere user of property for its business does not make the property as belonging to partnership.

2.25 Property Bought in Partners Name

In absence of any allegation and proof to the contrary the properties bought in the name of one partner and paid for by the firm out of the profits of the partnership business, are *prima facie* partnership properties.

2.26 Joint and Several Liability of Partners

It is open to a creditor of the firm to recover the debt from any one or more of partners. Each partner shall be liable as if the debt of the firm has been incurred on his personal liability.

2.27 Holding Out Partner

(i) Retired and Sleeping Partner

No creditor can hold a retired partner liable, if he did not know him to be a partner before the change in the firm and the credit was given after his retirement. So a sleeping partner is one who is not known to be a partner to the creditor, may retire from a firm without giving notice to the world.

(ii) General Representation

A mere general representation is sufficient to make a person liable as partner by holding out if the person who gives credit can satisfy the court that he acted upon such representation after proper hearing of it.

(iii) Signature Appearing on Document as Partner

A used to come to the office of B & Company for a long time. In the course of conversation with the employees of the B & company he has told that he is a partner of a transport company. His signature, moreover, appears on the documents coming from the transport company. A has been held a partner by estoppel at all material times.

(iv) Holding Out Principle: Acknowledgement by a partner

Any person who by his words spoken, written or by his conduct represents himself or allows others to represent him as partner in a firm is liable as partner of that firm, to any one who had on the basis of any such representation given credit to the firm. This is based on the principle of “holding out”. Where there is an acknowledgement of debt by one of the partners for and on behalf of the firm, the said acknowledgement is binding on partners of the firm and is sufficient to extend the period of limitation.

(v) Acknowledgement by a Holding Out Partner

Acknowledgement of a debt due to a bank by one of the partners for and on behalf of the firm is binding on all the partners of the firm. Contradictory judgments of various HC.

2.28 Rights of Partners

Rights of partners may be summed up as follows:

1. A partner has a right to participate in the conduct of the business [Section 12(a)].
2. A partner shall have right to give his opinion on all matters of the firm [Section 12(c)].
3. A partner has right to have access to and to inspect and copy any of the books of the firm [Section 12(d)].
4. Partners are entitled to share equally in the profit earned [Section 13(b)].
5. A partner is entitled to interest on advance made by him over and above his capital at the rate of 6% per annum [Section 13(b)].
6. A partner is entitled to be indemnified by the firm in respect of payments made and liabilities incurred by him under certain circumstances [Section 13(e)].
7. Even partner is entitled to use the property of the firm exclusively for the purposes of the business of the firm [Section 15].
8. Every partner is the agent of the other. He has implied authority to bind the firm by his own act on the conduct of the business of the firm [Section 18 and 19].
9. A partners is entitled to dissolve the firm under certain conditions [Sections 43 and 44].

10. A partner has a right to have the business wound-up after dissolution [Section 46].
11. A partner entitled to rescind a contract of partnership on the ground of fraud or misrepresentation is without prejudice to any other right entitled---
 - (a) to a lien or a right of retention of the surplus assets;
 - (b) to rank as a creditor of the firm in respect of any payment;
 - (c) to be indemnified by the partner or partners guilty of the fraud or misrepresentation against all the debts [Section 52].
12. After a firm is dissolved, every partner or his representative may, in the absence of a contract to the contrary, restrain any other partner or his representative from carrying on similar business in the 'firm-name' or from using any of the property of the firm for his own benefit [Section 53].

2.29 Duties of Partners

Duties of partners may be summed up as follows:

There are two types of partners duties, namely, (1) mandatory duties, and (2) duties subject to contract.

i) Mandatory Duties of Partner

Following are the duties which cannot be changed, altered or varied by agreement between partners [section 9 and 10].

- (a) Duty to carry on the business of the firm to the greatest common advantage.
- (b) Duty to be just and faithful to each other.
- (c) Duty to render true accounts of the firm, to any partner or his legal representatives.
- (d) Duty to render full information of all things affecting the firm to any partner or legal representatives.
- (e) Duty to indemnify the firm for any loss caused to it by his fraud in the conduct of the business of the firm.

ii) Duties Subject to Agreement among the Partners

Subject to contract among partners, a partners duties are as follows:-

- (a) To attend diligently to his duties in the conduct of the business [Section 12(b)].
- (b) Duty to indemnify the firm for any loss caused to it by his willful neglects in the conduct of the business of the firm [Section 33(1)].
- (c) Duty to account for the profit which he derives for himself from any transaction of the firm, or from the use of the property or business connection of the firm or the 'firm-name' and pay it to the firm [Section 16(a)].

- (d) Duty to account for and pay to the firm all profits made by the partner in the business carried on by him which is of the same nature as and competing with that of the firm [Section 16(b)].
- (e) Duty of the partner, after a change occurs in the constitution of the firm or after the expiry of the terms of the firm or where additional undertakings are carried, remains the same as before [Section 17].

2.30 Minors can be admitted to the benefits of partnership

(a) Minors Share Liable for Act of Firm

Minors (who is admitted to the benefit of the firm) share is liable for the act of the firm but the minor is not personally liable for any such act.

2.31 Liability of Minor

(i) Minor cannot be Adjudicated Insolvent

A minor who was admitted to the benefits of the firm cannot be adjudicated insolvent on the basis of debts of the firm after the dissolution of partnership on the ground that he attained majority subsequent to the dissolution but did not exercise his option to become a partner or cease to be a partner of the said firm.

(ii) Effects of Election by Minor

If a minor partner on attaining majority elects to continue as a partner, the partnership does not come to an end; it is continuous and the minor having become full-fledged partner is entitled to his profits at the end of the year regulated by the partnership deed. On the other hand, if he elects to sever all his connections with the partnership, he becomes entitled to whatever amount is due to him at the date when he elects not to become a partner.

(iii) Status of Minor During the Period of Election

Under section 30(5) of the Act a minor on attaining majority is given a period of six months to take a decision whether he wants to continue as a partner or not. During the period of six months he continues to enjoy the same status in the firm which he did earlier before attaining majority. Although section 30(5) has not clearly said so, but by the legal fiction incorporated in this provision, a minor continues to be a minor and does not become a partner.

2.33 Reconstitution how effected

A change in the constitution of a firm may be effected in the following ways:

- (a) by introduction of new partner;
- (b) by death of a partner;
- (c) by retirement of partner;
- (d) by expulsion of a partner;
- (e) by insolvency of partner;
- (f) by transfer of partners share; or
- (g) by change in the shares of partners.

2.34 Dissolution of a firm

A firm may be dissolved

- a. by mutual consent
- b. on expiry of the term if it is for a fixed term
- c. on death of a partner and
- d. by adjudication of a partner as an insolvent

The firm may be dissolved by the Order of the Court for any of the reasons stated in clause (a) to (g) u/s. 44 of the Act.

Even after the dissolution of the firm, the partners are liable to third parties for acts done regarding firms business after dissolution until public notice to that effect has been given.

2.35 Duty of Court – in Dissolution

- i) **Ascertainment of assets:** In order to wind-up the affairs of a partnership property one of the first things to be ascertained by the court is of what the partnership assets consists.
- ii) **Appointment of receiver or local commissioner:** a combined effects of sections 46 & 48 of the Act shows that after dissolution of the partnership the partners cannot manage its affairs. One partner cannot bind the others. The assets have to be applied in the discharge of debts, etc., and the residue, if any has to be distributed amongst the partners. In accordance with the provisions of section 48 only a receiver or a local commissioner appointed by the court can perform these functions. This role can be

played only by disinterested natural persons. The partners in control of assets of the dissolved partnership cannot perform this role.

iii) Procedure to be followed by the commissioner: The Commissioner appointed by the court shall go into accounts of partnership which has been dissolved by the death of a partner and must follow the procedure laid down by sections 46 and 48 of the Act.

iv) Appointment of receiver: Where in spite of compulsory retirement of a partner on notice of dissolution of partnership, the retired partner waited for about three years and then made an application for appointment of a receiver, the prayer for appointment of receiver was rejected on the ground of laches and delay.

2.36 Suit for Recovery of a Sum after Dissolution

A suit by a partner for the recovery of a sum which would be an item in the partnership accounts, cannot be instituted after the dissolution of the firm without a suit for general accounts, or if a right to a general accounts was barred by the law of limitation.

2.37 Mistake as to an Item in Accounts

A settled accounts can be re-opened on grounds of fraud, mistake or some ground which court would accept as having led a partner to accept the accounts as correct which would, in equity, be considered as unconscionable. But if the mistake or error is in respect of only one item and there is no case that there are large number of errors, the plaintiff is entitled to institute a suit for rectification of errors.

2.38 REGISTRATION OF FIRMS

The provisions of Chapter VII have been given in tabular manner separately as those deal with the practical aspects.

SUMMARY OF COMPLIANCE PROVISIONS UNDER THE INDIAN PARTNERSHIP ACT,1932.

(Applicable to the State of Maharashtra)

	Subject	Form No.	Time Limit	Section	Fees + Copying Chgs (Rs.)	Remarks	PENALTY	
							Section	Amount
1	Appeal against refusal by the	Plain Paper	30days	58(4)	1000	Refusal on grounds of	-	-

	Registrar to register the Firm to Dy. Law Secretary Govt. of Maharashtra					similarity of firm name etc.		
2	Registration of firm	A	1 year	58(1)	1500+100	Application to be signed by all partners.	59A-1	Rs.100 per year or part thereof
3	Change in <u>Firm name</u> or <u>Principal place</u> or <u>Nature of Business</u>	B	90 days	60(1)	1000+200	Application to be signed by all partners.	69A	Not more' than Rs.10/- per day
4	Closing and Opening of Branches. (<u>Other place of business</u>)	C	90 days	61	1000+200	Application to be signed by any partner.	69A	Not more' than Rs.10/- per day
5	Change in name / Address of partner	D	90 days	62	1000+200	Application to be signed by the partner concerned	69A	Not more' than Rs.10/- per day
6	Change in Constitution or Dissolution	E	90 days	63	1000+200	All parties to the deed shall sign Form E.	69A	Not more' than Rs.10/- per day
7	When a minor becomes major and elects to become or not to become a partner	F	90 days	63(2)	1000+200	Intimation by the Minor	69A	Not more' than Rs.10/- per day
8	Rectification of Mistake	-	-	64(2)	1000+200	Application to be made by all the partners.	-	-
9	Inspection of Register	-	-	66(1)	100	By any person.	N.A.	N.A.
10	Inspection of Documents	-	-	66(2)	100	By any person.	N.A.	N.A.
11	Certified Copy	-	-	67	Rs. 5 C F Stamp + Rs.100/-	By any person.	N.A.	N.A.

12	Intentional furnishing of false or inaccurate particulars	-	-	-	-		70	Fine /Imprisonment up to 1 year or both
13	Letter Authority of	-	-	-	Rs. 5 C F stamp	To be signed by all Partners	-	-

RELEVANT PROVISIONS OF THE MAHARASHTRA STAMP ACT

Partnership Deed :	
For a capital contribution of Rs. 50,000/- or less	Rs. 500/-
For every additional capital of Rs. 50,000/- or part thereof	Rs. 500/-
Maximum stamp duty for any amount of capital	Rs. 5,000/-
For capital contributed in form of property	Same duty as on conveyance on market value of property
Dissolution Deed/Retirement Deed :	
Where property is transferred to a partner other than the one who brought it in.	Same duty as on conveyance on market value of property
In any other case	Rs. 200/-

* The Maharashtra Stamp Act uses the word "share of contribution" instead of Capital of a Firm. It appears that additional stamp duty is payable on every increase in capital till it does not exceed Rs. 5 Lacs as per article 47 of the said Act.

* For true extract of the recording of registration or the change in constitution, a stamp paper of Rs. 100/- shall be enclosed with the respective application and same shall be purchased in the name of firm or partner.

Checklist of Documents to be submitted for

Sr. No.	Registration of a firm	Retirement of a Partner	Dissolution of a Firm	Supplementary Deed
1	Application on Court Fee Stamp of Rs. 5	Application on Court Fee Stamp of Rs. 5	Application on Court Fee Stamp of Rs. 5	Application on Court Fee Stamp of Rs. 5
2	Certified True Copy of Partnership Deed	Certified True Copy of Retirement Deed	Certified True Copy of Dissolution deed	Certified True Copy of Supplementary Deed *
3	Form A duly notarised	Form E duly notarised	Form E duly notarised	Form B,C,D/E duly notarised
4	Certified True Copy of Marathi Translation	N.A.	N.A.	Certified True Copy of Marathi Translation if related to Form A
5	Letter of Authority for the representative			
6#	Blank Stamp Paper - Rs. 100.			
7	Self Addressed Postage Paid Envelope (Not Compulsory)			
8	Filing Fees Rs. 1600/-	Filing Fees Rs. 1200/-	Filing Fees Rs. 1200/-	Filing Fees Rs. 1200/-

* Supplementary Deed is prepared where there is change in address of a firm or a change in share of profits among the partners, or change in remuneration to partners, interest on capital or opening and closing of branches etc.. Generally Supplementary Deeds are executed on a stamp paper of Rs. 200/-. For opening & closing of branches, change of address of firm, the certified copy of supporting evidence for the change shall be attached.

Stamp paper of Rs. 10 is generally required. However since the same is not available, stamp paper with any denomination of more than Rs. 10 is acceptable. Only for Registration of firm Blank Stamp paper of Rs. 100 is acceptable.

2.39 Other Important Matters:

1. The registration of a partnership firm is voluntary and not compulsory as the word used under section- 58 which deals with registration of a firm is “may” and not “shall.”
2. The registration of partnership firm is complete with effect from the date when certificate of registration is granted and not with effect from the date when the documents are

submitted for registration with requisite fees. Hence a suit by a partnership firm is not maintainable unless the registration is complete and the registration number is allotted to the firm as aforesaid and names of the partners are borne in the Register of Firms.

3. In a situation where one of the partners retires or dies in a **firm of two partners**, the firm stands dissolved. Even if the firm is registered and a new partner is admitted at a later date, the suit by a reconstituted firm is not maintainable unless the fresh registration is effected U/s 58 of the Act.
4. In case of a registered firm having **more than two partners** and if one of the partners retires or dies, the firm is reconstituted. However the firm is still a registered firm and suit filed by it, is maintainable as long as the names of the partners filing the suit are there on the record of Registrar of Firms.
5. Under Section 69 of the Act, unless the firm is registered and the names of the partners are borne in the Register of Firms:-
 - a. The partner or an alleged partner cannot file a suit against a firm.
 - b. The firm cannot file a suit against any third party for enforcing a right arising out of _____ contract.
However the suits by the dissolved unregistered partnership firms, for recovering Money due, during the period of their subsistence are maintainable. Similarly any third party or even the legal heirs of a deceased partner can sue an unregistered dissolved firm (due to death of a partner), for irregularities in accounts and realization of a property of the dissolved firm.

2.40 TIPS FOR EFFICIENT REGISTERING OF DOCUMENTS WITH ROF

- If one partner retires and a new partner is admitted on the same day, retirement cum admission deed can be prepared and registered with the Registrar of Firms (ROF) on payment of registration fees of Rs. 1200/- only if both the events are covered under single E form.
- Where, HUF is the partner of the Firm, Change in Karta of HUF is required to be intimated in Form E. In case of Death of Karta, Form E has to be submitted to ROF.
- Information in forms 'A to F' shall be given up to the date of filing of respective application.
- Any particular business (Petrol Pump / L.P.G. Gas / Kerosene, Ration Shop / Liquor) requiring License to carry out the business, the copy of License is to be submitted along with the submission. If License is not obtained, then an Undertaking in form of Affidavit, signed by all the partners shall be submitted.

- If Deed is not duly stamped or in other case if six months have lapsed from the date of stamp paper and before the date of execution of deed then in such cases the deed is required to be adjudicated by the Stamp Authority.
- Public Notice is to be given by publication in the Official Gazette and at least in one local vernacular newspaper in case of retirement of a partner or dissolution of a firm.
- Partners' signatures must be on solemn affirmation before a magistrate or such other officer empowered to administer oaths. See that the name & address stamp of such authorized officer is affixed and seal in Red Ink (only in case of a Notary) is put on the relevant page.
- The documents shall be submitted within one month from the date of Notarization or Attestation.
- Even if there is a change in name due to marriage, Form' D', with a copy of Marriage Certificate has to be submitted.
- On submission of documents, the applicant is called on a certain date on which he should make it a point to go. He may get the applied certificate or a letter pointing out the defects in documents submitted. The defects may be corrected within a given date. If the matter is not pursued and concluded, the Registrar is empowered to destroy the documents submitted within one year under Rule No. 12.
- If there is, at a time change in constitution and change in address, both forms E and B or D shall have to be submitted.
- There is no power to condone the penalty or appeal to any higher authority other than as envisaged u/s.58 (4) i.e. for refusing to register a Firm with the Name applied for.
- **Registrar of Firms Address** :New Adm. Bldg, 6th Floor,Near Chetana College,
Bandra (E) Mumbai – 400 051.
Tel: 26551944, 26551149.
Cash Counter Timings: 10.30 A.M. to 3.30 P.M.

2.41 Electronically uploading the Application for Registration under the Indian Partnership Act, 1932:

1. Go to web page www.rof.maharashtra.gov.in
2. Click on New User (New ID is required to be created for each firm)
3. Fill in the required details to get User ID & password.
4. In Firm Management Tab, click Raise Form – A.
5. Fill in the required information.
6. Fill the columns in Marathi properly. Marathi comes automatically in PHONETIC English.
7. Click Submit Tab.

8. Click My Application, click View, and Take print out of PDF Form - A on Green Ledger Paper.
9. Sign before the designated authority like Notary & take the attested form along with the documents as stated in the check list to the office of Registrar of Firms.
10. On verification of Documents, the Registrar will generate Registration Certificate on System and give a print to the Applicant firm.
11. Forms B, C, D, E & F in required circumstances are also required to be electronically uploaded.

-----THANK YOU-----