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The Era of Limited Liability Partnership

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ABSTRACT

The research involves a study in the partnership concept as well as the evolving concept of limited liability partnership. It includes a study of a partnership firm and how it is registered or what are the effects of the non- registration of the firm, how is it dissolved with special reference to the provisions of “THE INDIAN PARTNERSHIP ACT 1932”.

The study further Involved the evolving concept of the limited liability partnership firm and the further research regarding the topic which led us to know the origin of the concept, the governing act of this model in India, the rights and duties, what were the application of the concept in the world. The paper also helped in exploring the process of registration of an LLP firm and how it is winded up in India according to the provisions.

Keywords: Partnership, Partnership Act, Limited Liability Partnership , Limited Liability Partnership Act.

I. INTRODUCTION TO PARTNERSHIP

Partnership in the general sense means when 2 or more than 2 persons come together for some common purpose. India is currently evolving on the wide principle of partnership dayby-day and the legal fraternity has a major role in this. Generally, these partnership leads to a large number of people coming together and sharing of profits and losses in a decided ratio. To say according to the governing act of the partnership act-“*THE INDIAN PARTNERSHIP ACT 1932*”;“*Partnership is the relation between persons who have agreed to share the profits business carried on by all or any of them acting for all*”². The relations of partners arise from a specific contract between them and not from the status of each partner³.

Partners generally come up together to conduct a : “business”, “*a business includes every trade, occupation & profession*”⁴. Partnership generally leads to division of profit and losses, enhanced risk bearing capacities, better decision making processes, long term continuity of the business, ease of formation & closure if the firm and more capital being invested in the firm as

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² Section 4 of the INDIAN PARTNERSHIP ACT 1932

³ Section 5 of the INDIAN PARTNERSHIP ACT 1932

⁴ Section 2 (b) of the INDIAN PARTNERSHIP ACT 1932

it is the formation of two or more people

II. HISTORY OF PARTNERSHIP ACT

Provisions were first part of “*THE INDIAN CONTRACT ACT ,1872*” (Section 239- Section 266). But as the disputes came up in the court, the provisions in the act were found insufficient. The other reason for a separate act was the continuous development in the field of trade and commerce during 1932.

Now getting into the further history of the act , the provisions of Partnership in “*THE INDIAN CONTRACT ACT ,1872*” were based on the rules included in the report of Indian Law Commission ,1868. Whereas the new provisions in “*THE INDIAN PARTNERSHIP ACT 1932*” is based on the English Partnership Act, 1890 with modifications. This act was further applied in various parts of the nation like Goa, Pondicherry, Daman & Diu. The act has 74 sections divided into 8 chapters & 2 schedules.

III. RIGHTS AND DUTIES OF A PARTNER

The following can be interpreted from Sections 9-17 of “*THE INDIAN PARTNERSHIP ACT 1932*”: -

- Right to take part in the way business is conducted.
- Right to access the books, whenever required.
- Right to claim remuneration, profits & interest on capital.
- Right of indemnification.
- Duty to carry the business for common advantage (this proves existence of mutual agency).
- Duty to NOT make secret profits.
- Duty to work with full potential and with the best knowledge for the survival of the business.
- Duty to properly dissolve the assets and liabilities in good faith among the other partners.

IV. TYPES OF PARTNERS AND PARTNERSHIPS

The various kinds of partners are as follows:

1. Normal or an active partner takes part in the management meetings, shares profits and losses as per his ratio in the contribution of capital. They basically are the operational front of

the business and generally they are the ones who take care of the business on behalf of the Other partners.

2. Sleeping partner is a partner who is like in normal or active partner but he does not take part in the daily operations of the business but they perform rest of the functions is like normal or active partner.

3. A secret partner is the one has all the characteristics similar to a normal partner but the public is not aware of his participation rather association in the firm

4. A nominal partner is the type of partner who allows the firm to use his/her name, but is not a part of managing activities , sharing of profits & losses but is liable to the creditor of the firm.

5. A partner by estoppel- The Doctrine of Estoppel means things once said cannot be taken back or you cannot stop anybody from saying what he has already said. This also means that if by the conduct, behaviour or by initiative an impression is being given to the 3rd party that they are like a partner to the company then they are as much as liable as any other partner of the firm. It has an extension which is known as Partner by holding out.⁴ 6. Minors can also act as a partner. Minors are considered as a partner once all the partners have consented it. Functions of those minor partners are not like a normal partner at all. They do not take active participation in the management of the business, generally they share profits and not losses but sometimes their liability is limited, if they wish then they can inspect the books of the firm. The scenario completely changes once they attain majority, they have a choice to either be a partner of the firm or not, but they have to express their decision with the help of a public notice within 6 months of attaining majority and if they fail to issue the public notice then it is assumed that the minor has chosen to stay as a normal partner in the firm⁵

The further research expanded towards the types of partnerships, which can be understood from the below table.

TABLE 1: TYPES OF PARTNERSHIPS

<u>ON THE BASIS OF DURATION</u>	<u>ON THE BASIS OF LIABILITY</u>
1. <u>Partnership at will</u> :- This kind of partnership exists and continues to exist at the will of the partners and is terminated when the same when expressed through a notice ⁶ .	1. <u>General Partnership</u> : -This kind of partnership firm have all the normal partners with unlimited liability and other functions of a normal partner like sharing of profits & losses, taking active role in meetings of management, act as principal as well as the agents of the other partners, etc.

2. Particular Partnership :-This kind of partnership is formed for a particular project/activity and is terminated when the same is completed.⁷

2. Limited partnership: - In this kind of partnership, there are either some or all partners which have limited liability or one partner has unlimited liability and the rest have limited liability as per their capital contributions. This concept is further discussed in the paper.

V. FORMATION AND DISSOLUTION OF A PARTNERSHIP FIRM

Next comes under partnership deed without which there is no written kind of a partnership contact. It is a document which consists of the terms and conditions for the continuation and creation of partnership. This deed is in written and converted into an agreement as it is advisable for having in written agreement in the first place.

The registration of a partnership firm is not compulsory but the process of such registration is when the form name along with various other document of the form like the address of the partners ,the name of the partners , the capital contributed and the interest of capital and many other such important details along with supported documents should be e registered which is done by the registrar of firms⁵. but if company does not register itself there are generally some effects of non-registration which are mentioned in in section , which are as follows:-

- Partners cannot sue the firm or other partners in the firm.⁶ .
- Firm cannot sue you either the partner or any third party⁷
- Since every rule has some exception, the exceptions for this rule are given as follows ⁸
- Suit for dissolution of firm.
- If suit for releasing of the property of a dissolved firm.
- Suit for accounts of a dissolved firm.
- If an assignee who has allowed to check the property of an insolvent person.

This process of registration of a partnership firm is complex (as mentioned in the above 2 paragraphs) and there have been several cases on the effects of non-registration of a

Partnership firm. One such case is for a family owned trademark. In this case, it was shown that the legal heirs of a deceased partner in a dissolved firm (the plaintiff) had claimed the property against 3rd parties (the defendant) for a trademark of selling under the name of

⁵ Section 58 of the INDIAN PARTNERSHIP ACT 1932

⁶ Section 69(1) of the INDIAN PARTNERSHIP ACT 1932

⁷ Section 69(2) of the INDIAN PARTNERSHIP ACT 1932

⁸ Section 69(3) of the INDIAN PARTNERSHIP ACT 1932

“Haldiram Bhujawala”. Since the for the exemption in the section 69(2) of “*THE INDIAN PARTNERSHIP ACT 1932*” was applicable to the firms who had been registered, the court decided to rule for the plaintiff and the defendants were given a permanent injunction and a sum of 6 lakhs to be paid as fines and also came with a different question of what the correct interpretation of the section was.⁹

Next comes the process of dissolution of a firm, there are many ways of dissolving a particular partnership firm, it can be done when the court orders the firm to dissolve itself or court could give orders for the same due to some grounds like illegal activity of the business, insolvency, permanent incapacity, misconduct, breach of agreement, transfer of interest, continuous loss suffered by the firm or any other ground when the case is equitable¹⁰.

Partnership basically different types but the most emerging form of partnership is the Limited Liability Partnership which is not governed by “*THE INDIAN PARTNERSHIP ACT 1932*” but by a special act “*THE LIMITED LIABILITY PARTNERSHIP ACT 2008*”¹¹

VI. INTRODUCTION TO LIMITED LIABILITY PARTNERSHIP

Limited Liability Partnerships (LLP) generally means that when one or all the partners have limited liability that is, the personal assets of the partner cannot be taken if the assets are not sufficient to meet the debts against 3rd parties. It has evolved over the years and now it is helpful to the Small Medium Enterprises(SME) as well as professional services like those of lawyers, accountants, etc as now Foreign Direct Investment (FDI)is being permitted for the LLP in India. The LLP has gained importance over the few years because of what it represents which is a fusion of the benefits of a Partnership firm and a company. This is so because the partners of a LLP enjoy various benefits which a shareholder of a corporation enjoys which is control over managing of the business.

LLP has a different meaning and concept in various places which makes it more and more evolving and adoptable to the citizens of that particular nation. Basically an LLP is a partnership formed and registered under the act.¹²

VII. HISTORY OF LLP CONCEPT

The concept of LLP has been defined and applied in various ways and at various countries. It

⁹ The case referred to was of *Haldiram Bhujawala v. Anand K. Deepak*

¹⁰ Section 40 - 44 of the INDIAN PARTNERSHIP ACT 1932

¹¹ Hereby known as “LLP ACT 2008”

¹² Section 3 (n) of the LIMITED LIABILITY PARTNERSHIP ACT 2008 ¹⁶
Hereby known as RUPA.

was first originated from Texas, USA in 1991. The concept of LLP floated around mostly USA, UK and some in Singapore. The further details regarding them are as follows: -

1. It all started from 1837, when a commission lead by Bellendea Kerr and when a committee of house of common in 1851 thought of applying various elements of LLP in their partnership law but there was no such clear conclusion. While the discussion was going on, and accountancy partnership form located in the UK urged the introduction of limited liability concept in their partnership law. The main origination for LLP was first there in Texas, USA due to the fall in the real estate prices along with the decline in the savings of banks and loan associations. As a result, LLP was introduced as a law through the enactment of the Texas house bill 278 on August 27,1991. Soon after this, there were comprehensive provisions in “*REVISED UNIFORM PARTNERSHIP ACT*”¹⁶ in 1994. This was followed by the application of the LLP in almost all the states of the USA. At last, then came a separate act known as the Uniform Limited Liability Company act in 1996 which was further revised in 2006. The significance behind such an act was to let the partners in a LLP enjoy the right to participate in the management as well as the operation of the partnership and at the same time preventing them from unlimited personal liability which is in the case of general partnerships.

2. Singapore had rather a different approach towards application of LLP. They had to set up a study team an LLP in order to figure out the legal framework regarding the same. The conclusion from the team was that a separate act known as the “*SINGAPORE LIMITED LIABILITY PARTNERSHIP ACT 2005*” was created which work majorly based on RUPA¹³.

3. UK on the other hand has a completely different approach to take as compared to USA. This is so because according to the US Delaware model of LLP, LLP is primarily treated as companies where as in the UK model they are treated essentially as a partnership. In UK, their legislation provides limited liability partners of taxation benefits and organisational flexibility. Along with such benefits the legislature considers the LLP as a separate entity as compared to the other kinds of partnerships which are treated as 'Aggregates of individuals' under the UK Partnership Act. These are governed under “*THE UNITED KINGDOM LIMITED LIABILITY PARTNERSHIP ACT 2000*”¹⁴ which was enforced on 6th April 2001. This was only possible because of the ways through which the application of LLP was suggested such as when the UK Department of Trade and Industry had circulated a consultation paper with the main focus was

¹³ CHECK POINT 16.

¹⁴ Also known as “THE UK LLP ACT 2000”

whether LLP should be amended in the law of Great Britain as it was well known in some of the overseas jurisdictions mainly the USA.

VIII. HISTORY OF LLP ACT 2008

As the constitution of our country is adopted from various other parts of the world, so is the LLP Act 2008. This included various nations and their understanding of LLP as a concept which were mentioned earlier. As far as the history is concerned, it all began in 1957 when the idea for introduction of LLP in India was mooted but did not receive any acceptance from the Law Commission. This was done because the commission had thought that the LLP would fail the idea of the amendment in the Companies Act. The recommendations continued and included opinions as well as suggestions from the Abid Hussain committee in 1997 when it recommended through its report that the legislature of LLP in India be done with special reference to small scale industries. This was followed by the idea of the Naresh Chandra committee in 2003 who re-introduced the need of LLP in the service industry as a combination of a company and partnership but mostly like a private company. This was again followed by the recommendation made by the JJ Irani Expert Committee on Company Law in 2005 that a separate act should be made in India which should extend its focus on small enterprises too. This was done so that there would be some flexibility and would be easier for the small scale enterprises to access modern technology as well as to enter in joint venture agreements. But the final report which finally led the Ministry of Company Affairs introduce a concept paper on LLP with the only motive on creating public debates was the report of 2nd Naresh Chandra Committee which majorly described that LLP was an important vehicle for professionals like lawyers, accountants as it would promote them to create firms with limited liability in the environment of litigation and international competition. The bill defined the nature of an LLP, the rights and duties of the members, process of incorporation, etc. In 2008, this bill was first presented in the Rajya Sabha, Lok Sabha which was approved without any changes. In 2009, the bill received the consent of the president and was published in the Official Gazette in 2009. The ministry even launched a website for any doubts or queries we should help the people interested in starting an LLP some insight on how things work¹⁵ act currently has 81 sections, 4 schedules and 15 chapters.

IX. LLP AGREEMENT

As all the types of partnerships required in agreement for the clarity of liability, the LLP also requires an agreement. This agreement consists of the name of the partners, their address, their

¹⁵ www.llp.gov.in is the website for helping out the new people for their doubts.

mutual rights and duties, the profit sharing ratio and many other basic information to be shared among partners. It is not mandatory to have a LLP agreement, but it is advisable for all to enter into one so that all the duties are decided earlier only and there is no confusion among the partners. If there is an absence in the agreement then the act provides the basic rights and duties such as the profit sharing ratio, indemnity clause, no secret profit generation and all the basic rights of a general partner except for limited liability¹⁶.

The basic rights and duties of LLP partners, if not mentioned in the agreement are as follows:

- Right to participate in management.
- No secret remuneration other than what is mentioned in the agreement.
- Profit sharing can be equal or as mentioned in the agreement.
- Transfer of any right of any partner of LLP does not lead to dissolution and winding up of the firm.
- Duty to be faithful to each other.
- Duty to indemnify the fraud.
- The understanding of the fact that all assets and resources created or developed with the money of the LLP belong to the LLP itself.

X. FEATURES, ADVANTAGES AND DISADVANTAGES OF LLP

Some basic features and advantages of LLP firm in India which are as follows: -

- Ease of formation.
- Ease of “wrapping up”, if all the documents are filed correctly.
- There is a large flexibility in operations as the partnership is formed under the LLP agreement and the partners can edit it according to the circumstances.
- No mandatory tax audit is required if the annual turnover is less than 40 lakhs in a financial year of the contribution of all the partners does not exceed 25 lakhs.
- No restriction on maximum number of partners unlike a company, but the minimum number of partners of LLP should be 2.
- It has perpetual succession, this means that even if the partners die, declare bankruptcy or are declared insane, the business will continue to exist.

¹⁶ Section 23(4) and the First Schedule of the LIMITED LIABILITY PARTNERSHIP ACT 2008

- Partner's liability is limited to the capital contributed by him and his personal assets cannot be used to repay the debts of the LLP in case the assets of the LLP are less.
- Earlier LLP model were just used by professionals majorly lawyers and accountants but now the scope has expanded to non-professionals like businessman also.

There is a proverb which says, "Every coin has two sides", the same is true for the LLP in India, the disadvantages are as follows: -

- The public disclosure of the financial accounts of the firm may lead to some decrease in motivation as the partners would not like to reveal their earnings.
- Money cannot be raised through public via issue of debentures, shares.
- If the profit of the LLP is higher than 250 crores then the rate it is 25%, but they are taxed at 30% without even considering the actual turnover.
- The Foreign Direct Investment ¹⁷ in LLP is limited and mostly applicable to the government route only and the rest can be applied by the automatic route.
- Fraud can occur from the side of the firm as they omit their "duty to care" due to the nature of limited liability in the business¹⁸.
- The LLP have faced problem due to new provisions which were added in the act in order to relax the taxation of LLP firms in India. This major problem was that LLP's were treated the same as general partnerships under the governing act of partnerships²³.
- Since the concept of LLP is evolving, the international competition it might face due to opening of FDI should be considered.
- There is no 'change back' policy. This means that once a company or any other kind of firm have converted into LLP there are no provisions in the Act for reversing it.

XI. APPLICATION OF LLP IN VARIOUS COUNTRIES

As discussed earlier, the meaning and application of LLP is different in different jurisdictions. Some of the places along with the meaning and application of their understanding are as follows:

1. Canada: - Almost all provinces except few had permitted LLP fees for lawyers as well as accountants. But in British Columbia, there are permits for LLP's for lawyers, accountants

¹⁷ Hereby called FDI.

¹⁸ The incident happened in a LLP of an accounting firm in the UK. ²³
The mentioned act is The INDIAN PARTNERSHIP ACT 1932.

and other non-professionals including businesses.

2. USA: - Earlier the LLP was governed by “*THE UNIFORM PARTNERSHIP ACT 1996*”, but now it is governed by RUPA ¹⁹1997. It is considered special type of partnership that requires registration with the states in which the partners operate. The LLP structure in USA is completely opposite as compared to system in India.

3. Australia: - Partnerships here are governed on a state-by-state basis. For example, in the area of Queensland, the LLP is composed of at least one normal partner with unlimited liability and a partner with limited liability partner

4. Greece: - A LLP model here is almost equal to a company with limited Liability. In this model, the partners own personal shares which can be sold only if all the Partners consent to it.

5. China: - The LLP model in China is known as “A Special General Partnership”. The scope of this model is limited to knowledge based professions and technical service industries. As far as liability is concerned, the model protects co-partners from liability caused due to misconduct or negligence of other partners.

6. Kenya: - In Kenya, the LLP separates the legal identity different from its members. The structure is governed by the LLP ACT 2011²⁰. In this model, the partners are liable to the extent of the non-paid capital of the partnership, but they would be liable if they misrepresented a 3rd party having a level of authority which they didn't have in the 1st place or if they created such an impression in the minds of the 3rd party to believe that they were a partner of the firm. The registration is done when all the requirements are met under their LLP Act ²¹.

7. UK: - LLP model here is governed by the “UK LLP ACT 2000” ²². The major discussion on the application of LLP in Great Britain was based on the fact that the concept was applied to most of the other countries like the USA. The act provides the LLP's with the taxation benefits, organisational flexibility and separate legal entity. In the UK, the LLP is essentially treated as a partnership instead of being treated as a company.

8. Singapore: - The LLP model of Singapore is governed by the “SINGAPORE LLP ACT” ²³ which majorly is based on the Delaware model in the USA . The firm should have at least 2 partners. If a single person is left, then a period of 2 years is given to him to find a new

¹⁹ It is known as the Revised Uniform Partnership Act.

²⁰ The act is known as THE KENYA LIMITED LIABILITY PARTNERSHIP ACT 2011

²¹ CHECK POINT 25

²² The act is known as THE UNITED KINGDOM LIMITED LIABILITY PARTNERSHIP ACT 2000

²³ The act is known as THE SINGAPORE LIMITED LIABILITY PARTNERSHIP ACT 2005

partner but if this single partner situation exceeds 2 years then and the partner will have unlimited liability and the winding up power would be passed to the court.

XII. FORMATION OF LLP

The process is completely online along with the filing of documents, this was done to lessen the pressure on the process of registration as it requires perfection and the 'slightest error' would cost the certificate of incorporation and also because modern technology can be used to attract the young investors and entrepreneurs. But the silver lining is that they have to use "limited liability partnership" or the acronym "LLP" at the end of the firm name in all the official letters, invoices as well as at the time of registration. The process is mentioned in the website of Ministry of Corporate Affairs and also in "THE LLP ACT 2008"²⁴. The interpretation of the relevant provisions from the act and the PDF from the ministry is given through the following steps: -

1. Write down the name of the partners along with their information and specification of the designated partner should be done. Designated partner is the person who acts like a director of a private limited company and enjoys rights, privileges and responsibilities, but for the registration there should be at least 2 designated partner and at least one of them should be a resident of India.

2. The next step in the process on incorporation is obtaining Designated Partner Identification Number (DPIN) or Director Identification Number(DIN). This can be obtained by recovering a class 2 for class 3 Digital Signature Certificate(DSC) from any authorised certifying agency.

3. Choosing the perfect name and whether it is available or not is the next step. Six tries are given so that one could be selected in case the other is rejected. The similar names of other LLP forms are also given in the portal so that there is no confusion in the minds of the consumers while remembering the name of the firm and this leads to an appropriate name for the LLP.

4. This step is one of the most important steps as it requires the filing of the incorporation documents which includes payment of fees, filing of the incorporation form signed by the person named in the document as a designated partner with the permanent DPIN also the signature of a professional such as an Advocate, Chartered Accountant, Company Secretary in practice and associated with the formation of the LLP.

²⁴ Section 11 -25 of the LIMITED LIABILITY PARTNERSHIP ACT 2008

5. After the step, the registrar will verify and examine the documents and if he finds it satisfying, he will issue a certificate of incorporation and will register the LLP under maximum 14 days from the date of submission.

6. The following step is that the information regarding the LLP agreement, changes made in it, appointment of a new LLP partner, a designated partner along with the required fee should be sent to the office of the registrars within 30 days of those changes.

XIII. WINDING UP OF LLP

Winding up is often confused with the term dissolution but they are completely different terms. To simplify the issue, it can be said that winding up means a process in which a liquidator divides the assets in such a way that the liabilities are paid off before the firm is dissolved. Whereas, dissolution involves the concept of winding up but along with that it is the process in which company does not remain a legal entity and the name of the company is removed from the register of the LLP's when the information is received to the registrar. The process of dissolution is a bigger concept compared to the process of winding up. There are mainly 2 ways by which can LLP may wind up, that is either the partners voluntarily choose to do so or the National Company Law Tribunal (NCLT)²⁵ orders them to do so²⁶. The grounds or cases on which the tribunal orders the firm to close are as following²⁷:-

- The LLP wants the Tribunal to do so.
- If the minimum requirement of partners that is 2 partners do not exist for a period of more than 6 months.
- If the LLP has insufficient assets to pay their debt.
- If the LLP has performed actions that are against the basic purpose of the constitution that is sovereignty and also actions against the security of the state and the public.
- If the LLP has not filed their annual returns for 5 consecutive years.
- If the Tribunal has found that it would be fair and justifiable to wind up the LLP for better good of the society.

“Central government may make new rules and provisions for the winding up as well as dissolution of LLP”²⁸. These rules are mentioned in the LLP (Winding up and Dissolution)

²⁵ Hereby to be mentioned as the Tribunal.

²⁶ Section 63 of the LIMITED LIABILITY PARTNERSHIP ACT 2008

²⁷ Section 64 of the LIMITED LIABILITY PARTNERSHIP ACT 2008

²⁸ Section 65 of the LIMITED LIABILITY PARTNERSHIP ACT 2008

Rules 2010 which consists with the procedure for both voluntary and non-voluntary winding up of LLP model. The following are the steps for Winding up: -

1. If the LLP has any creditors, then before taking any formal action, the approval must be received from the creditors within 30 days of the request for acceptance. If it is consented by all creditors as well as all the partners the voluntary winding up procedure begins.
2. LLP liquidator should be appointed within 30 days of the order voluntary winding up. This liquidator would properly distribute the assets, settle the creditors and maintain proper books of accounts.
3. The liquidator will then prepare a report regarding the process of winding up and if two third of the number of partners and creditors in value (if any) assent to it, then a resolution will be passed for winding up of accounts.
4. The liquidator will then send the report and the resolution to the registrar and along with these documents an application will be filled with Tribunal.
5. If the Tribunal is pleased with the process of winding up, it will pass the order for the same.
6. The liquidator then is supposed to file the copy of the order to the registrar for winding up.
7. When the registrar accepts order receipt then he will publish a notice in the official gazette that 'the LLP stands dissolved'.

XIV. CONCLUSION

LLP has been a boost to the morale and intentions of the young entrepreneurs and investors who are interested in forming up of a partnership having limited liability. With the current situation of the economy and lockdown in the country it can be said that people would love to have limited liability and not give up their personal assets when the firm has insufficient assets to cover its debt. The concept has been a boon to the SME's as they have less amount of self-capital but the ideas of this segment are worth much more. This concept, as discussed in the paper has originated in Texas, but the meaning and understanding of the same has been evolving and creating a greater impact in the society. The general meaning of LLP is that partners having limited liability form a partnership in order to carry on a business and share profits. But this meaning has gained more value and gravitas than what it had earlier. From the paper it can be concluded that how technology has developed and made lives of people much easy. This statement is concluded because if the technology was not so much updated the concept of

LLP would not have reached the country or the LLP ACT 2008 would not have existed as it was inspired from the various other governing acts across the globe. A lot has been learned from the paper that is the taxation policy for LLP's, the rights and duties, the process of registration of a partnership and LLP, the ways of winding up and dissolution, the need for LLP. Any person can understand from the paper what LLP is all about.
