**Evidence by way of Affidavit in a Suit for Dissolution of Partnership Firm.**

**Format of evidence by way of Affidavit in a suit for dissolution of partnership firm.**

As per Section 44 of the Indian Partnership Act, 1932 Suit for dissolution of partnership can be filed in a court and the court may dissolve partnership on the ground mentioned in this section. Extracts of Section 44 of Partnership Act is given below:

Sample Format of Affidavit for Suit for Dissolution of Partnership is given below:

**IN THE COURT OF THE \_\_\_\_\_\_\_\_\_\_\_\_\_ JUDGE AT \_\_\_\_\_\_\_\_\_**

**ORIGINAL SUIT NO \_\_\_\_\_\_\_ OF 20\_\_**

**MR \_\_\_\_\_\_\_\_\_\_\_\_\_\_                                        APPLICANT / PLAINTIFF**

**VS**

**MR \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                                        RESPONDENTS / DEFENDANTS**

**AFFIDAVIT**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Son of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ aged \_\_\_\_\_\_\_\_\_ years, Resident of  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, do solemnly affirm and say as follows:

1. That I say, that I am the petitioner in the Original Suit referred to above and being well conversant with the facts and circumstances of the case, I am fully competent to swear to this affidavit.

2. That I say, that the aforesaid suit is filed, inter alia, for obtaining a decree of dissolution of the partnership firm.

3. That I say, that on \_\_\_\_\_\_\_\_\_\_\_\_\_\_ , with a view to carry on a partnership business, I and defendant Nos. 2 to 4 executed a partnership deed incorporating the terms and conditions of the said partnership. The partnership business was agreed to be carried on under the name and style of The place of business of the partnership firm is and its registered office is at The partnership firm carries on the business of manufacture and sale of garments and defendant No. 3 is the Managing partner and the other defendants are its partners.

4. That I say, that the defendant No. 1 is a partnership firm duly registered under the Indian Partnership Act, 1932. The initial capital of the said firm is Rs \_\_\_\_\_\_\_. The aforesaid initial capital was equally contributed by me and  defendant Nos. 2 to 4 at the rate of Rs \_\_\_\_\_\_\_ each. Further, I and the defendant partners agreed to arrange additional capital as per the requirement and for the benefit of the firm from time to time.

5. That I say, that the objects of the partnership firm are as under:-

(i) To carry on the business of Assembling and Selling Computers.

(ii) To carry on the business of providing Computer Related services

(iii) any other business as may be mutually agreed upon by all the partners from time to time.

6. That I say, that as per clause 6 of the Partnership deed, proper books of accounts shall be maintained in respect of all transactions of the firm and all the partners shall always have access to such accounts and records of the firm. Further, as per the same clause, profit and loss of the partnership business shall be shared by the partners equally. Defendant No. 3, as the Managing Partner of the partnership firm, is authorised to look after the day-to-day management, supervision and general control of the affairs of the firm. By virtue of clause 8 of the partnership deed, the Managing Partner shall have the power and authority to operate the bank accounts opened in the name of the firm. As per clause 9 of the said deed, the Managing Partner shall have the power and authority to borrow funds or secure guarantee from any bank or banks or other persons or to incur liability in any other firm as per the requirements and for the benefit of the firm.

7. That the First Defendant had assembled Computers, provide AMC services and collected amount of Rs. \_\_\_\_\_\_\_\_\_from clients.

8. That I say, that the 3rd defendant has misappropriated the said amount of Rs \_\_\_\_\_\_\_\_\_ belonging to the firm and has cheated and defrauded the firm and its partners.

9. That I say, that by conducting himself in the abovementioned manner, the 3rd defendant is willfully and incessantly committing breach of the terms and conditions relating to the management of the firm as contained in the partnership deed.

10. That I say, that the conduct of the 3rd defendant is absolutely destructive of mutual confidence, which is supposed to be the very foundation of any partnership, and the partnership cannot be continued in this fashion.

11. That I say, that I have neither been paid my due share in the income from the business of the firm nor the amount availed of from me as loan. As a consequence of this, I was forced to issue a legal notice dated to the defendants, calling upon the 3rd defendant to carry on the rendition of accounts of the firm and also to convene a meeting of the partners within 15 days of the receipt of notice. However, the 3rd defendant did not accept the said notice, which returned unserved. The other defendants and I issued another legal notice to the 3rd defendant on \_\_\_\_\_ , calling upon him to cause the rendition of accounts within 15 days from the receipt of the notice. To this notice, the 3rd defendant gave a reply putting forth false, fictitious, frivolous and untenable contentions. It may be mentioned here that the 3rd defendant has not caused the rendition of accounts till date, nor has any meeting of partners been convened.

12. That I say, that the documents produced by me, alongwith the plaint and which are also detailed in the list of documents, will go a long way in establishing my case and enabling me to get a decree in terms of the plaint against the defendants jointly and severally.

13. That it is, therefore, just and necessary that this Hon'ble Court may be pleased to receive the documents mentioned above on file and in evidence and mark it as **Ex. P.1 to Ex. P.12**, and accepting the contentions taken in the plaint and also sworn in this affidavit, pass a decree in my favour and against the defendants jointly and severally.

**DEPONENT**

**VERIFICATION**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_the above named deponent do hereby verify on oath that the contents of the affidavit above are true to my personal knowledge and nothing material has been concealed or falsely stated therein.

Signed and verified this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_ 20 \_\_\_\_\_\_\_ at \_\_\_\_\_\_\_

**DEPONENT**

Solemnly affirmed and signed before me by the deponent, who is personally known to me, on this the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_ ,20\_\_**.**

**COUNSEL FOR THE DEPONENT**

## Section 44 of Indian Partnership Act, 1932

**Section 44 Dissolution by Court**

At the suit of a partner, the Court may dissolve a firm on any of the following grounds, namely :-

(a) that a partner has become of unsound mind, in which case the suit may be brought as well by the next friend of the partner who has become of unsound mind as by any other partner;

(b) that a partner, other than the partner suing, has become in any way permanently incapable of performing his duties as partner;

(c) that a partner, other than the partner suing, is guilty of conduct which is likely to affect prejudicially the carrying on of the business regard being had to the nature of the business;

(d) that a partner, other than the partner suing, wilfully or persistently commits breach of agreements relating to the management of the affairs of the firm of the conduct of its business; or otherwise so conducts himself in matters relating to the business that it is not reasonably practicable for the other partners to carry on the business in partnership with him;

(e) that a partner, other than the partner suing, has in any way transferred the whole of his interest in the firm to a third party, or has allowed his share to be charged under the provisions of rule 49 of Order XXI of the First Schedule to the Code of Civil Procedure, 1908, or has allowed it to be sold in the recovery of arrears of land revenue or of any dues recoverable as arrears of land revenue due by the partner;

(f) that the business of the firm cannot be carried on save at a loss; or

(g) on any other ground which renders it just and equitable that the firm should be dissolved.