



Business Laws

CASE LAWS

Chapter-2

The Indian Partnership Act, 1932

S. No.	CASE LAW	PARTICULARS
1.	KD Kamath & Co.	The Supreme Court has held that the two essential conditions to be satisfied are that: There should be an agreement to share the profits as well as the losses of business; and the business must be carried on by all or any of them acting for all, within the meaning of the definition of 'partnership' under section 4. The fact that the exclusive power and control, by agreement of the parties, is vested in one partner or the further circumstance that only one partner can operate the bank accounts or borrow on behalf of the firm are not destructive of the theory of partnership provided the two essential conditions, mentioned earlier, are satisfied.
2.	Santiranjan Das Gupta Vs. Dasyran Murzamull (Supreme Court)	In Santiranjan Das Gupta Vs. Dasyran Murzamull, following factors weighed upon the Supreme Court to reach the conclusion that there is no partnership between the parties: (a) Parties have not retained any record of terms and conditions of partnership. (b) Partnership business has maintained no accounts of its own, which would be open to inspection by both parties (c) No account of the partnership was opened with any bank (d) No written intimation was conveyed to the Deputy Director of Procurement with respect to the newly created partnership.
3.	Vishnu Chandra Vs. Chandrika Prasad [Supreme Court]	The Supreme Court in Vishnu Chandra Vs. Chandrika Prasad, held that the expression 'if any partner wants to dissociate from the partnership business', in a clause of the partnership deed which was being construed, comprehends a situation where a partner wants to retire from the partnership. The expression clearly indicated that in the event of retirement, the partnership business will not come to an end.