

- Doctrine
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Companies Act 2013
(21 marks)

Introduction	Corporate Veil & Cases	Classes of Companies	Incorporation
Why - Act meant to consolidate and amend the law relating to the companies When - 29th August (Copies) 30th August (Editions) Effect - Incorporated with Perpetual Life - Company in this Act on Balance two - Only Corporate - Company governed by Act - Company controlled by Act - Company incorporated by Act Companies features (200) Corporate Legal Entity - It is treated with a legal personality / personified from subsidiaries in the main. Member does not have shareable interest. Separate Succession - Since this is person created by law, not affected by death or insolvency of members. Limited Liability - Limited in extent of the nominal value of shares, shareholders not be asked to pay anything more than unpaid value. - Fully transferable. - Can pay anytime during winding up or business. Limited by Incorporation - extent upto the amount quantified only on liquidation / cannot transfer membership - company is on a separate footing than that of a company limited by shares. Unlimited Company - not having and limit on the liability of its members (share certificate given from other members) including up.	Artificial legal person - created by a process other than natural birth / can do everything except sent to jail / on cash, money on loan, proceeds / directors cannot control affairs of the company, but not subject of the members. Common Seal - In case a company does not have a CS, the Authentication should be by 2 directors on a by a check and the CS (if it is applied) / Section 4 also provide an alternative mode of authentication. Corporate Veil Theory - members of a company are shielded from liability, considered to be a separate legal entity, the company is not liable for the actions of its members. - Shareholders are protected from suits of the company. Salomon vs Salomon and Co Ltd - the veil of incorporation / Shareholding can never be lifted on personal. - only in appropriate circumstances, the Courts are willing to lift the corporate veil. Lifting the Veil: Corporate Veil - Determine the character of the Company (Control is Ltd vs Unlimited time) - Is it Private Business (Shareholders / Members / not at CTS) - To avoid Legal Position (Shareholders / Members / not at CTS) - Formation of Subsidiaries to limit or to avoid (Shareholders / Members / not at CTS) Small Co. (Shareholders / Members / not at CTS) - Shareholders / Members / not at CTS - Shareholders / Members / not at CTS - Shareholders / Members / not at CTS Shareholders / Members / not at CTS - Shareholders / Members / not at CTS - Shareholders / Members / not at CTS - Shareholders / Members / not at CTS	Liability Company limited by Shares - Section 2(20) Liability of members limited by amount unpaid on shares. Shareholders can be called upon to contribute only to extent of the amount unpaid. Company limited by Guarantee - Section 2(21) members Liability limited by memorandum, to the amount guaranteed, to be called up only on winding up. (Shareholders / Members / not at CTS) Unlimited Company - (22) Liability of members extends to personal assets of the members. Unlimited liability, liability can be enforced on members. Contribution from others. Members Private Company - members paid up capital may be transferred. Public Company - to take private company to public company, the company must be re-registered. Shareholders / Members / not at CTS Shareholders / Members / not at CTS Shareholders / Members / not at CTS Shareholders / Members / not at CTS - Shareholders / Members / not at CTS - Shareholders / Members / not at CTS - Shareholders / Members / not at CTS	Promoter (201) - named in a prospectus or annual return - Controls affairs of the company - Director of the 202 of Company - person appointed in prospectus or annual return - Director of the 202 of Company Section 2(20) - established on the 202 of Company - established on the 202 of Company - established on the 202 of Company Section 2(21) - established on the 202 of Company - established on the 202 of Company - established on the 202 of Company Section 2(22) - established on the 202 of Company - established on the 202 of Company - established on the 202 of Company Section 2(23) - established on the 202 of Company - established on the 202 of Company - established on the 202 of Company Section 2(24) - established on the 202 of Company - 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established on the 202 of Company Section 2(58)

• Types of Partners

(21 marks)

11000 IPN $\frac{\text{excessing}}{\text{of}}$ Sediment

Negotiable Instruments (14 marks)

Introduction - Nothing in the act applies to RBI - Date of applicability 1st March 1881 - Negotiable Instruments cover Section 13 Promissory Note Bills of Exchange Cheques		Promissory Note Section 4 - It is an instrument in writing (not being a bank note or a currency note) containing an unconditional undertaking signed by maker, to pay a certain sum of money only to, or to the order of, a certain person, or to the bearer of the instrument. Sum of money only to the order of, a certain person, or to the bearer of the instrument.	Bills of Exchange A Bill of Exchange is an instrument in writing containing an unconditional order, signed by maker, directing a certain person to pay a certain sum of money only to, or to the order of, a certain person, or to the bearer of the instrument. Parties Involved Drawer - Maker of the Bill Drawee - Acceptor of the Bill Payee - to whom payment is made in the instrument	Cheque A cheque is a bill of exchange drawn on a specified banker and not expressed to be payable otherwise than on demand and it includes the electronic image of a truncated cheque. Electronic Image of the cheque is a electronic cheque issued by Bank. Truncated cheque is a cheque used as a scan image in the clearing house facility of the bank.	Dishonour of Cheque Section 126 Chaque Dishonour 1st May 20th May 25th May 10,00,000 10,00,000 10,00,000	Rules for Compensation Compensation on Dishonour Amount + litigation (Protest Charges) + Presentment Charges If in different countries then exchange rate difference Interest at the rate 18% p.a. on Amount if dishonour paid to endorsee from date of dishonour If Drawer and Endorsee at different places then exchange rate between two places (Indorse)
On basis of Parties Name on Instrument Payable to Order Payable to bearer No name on the instrument or the last indorser in blank makes the instrument bearer.	Example None of D not mentioned This Blank Indorsement - made the instrument Bearer	But RBI prohibits issue of bearer instrument as only they can issue bearer promissory note which is currency. Only RBI has the Power	PN BOE Stamp & Sign cheque It must be in writing It must be stamped It must be signed Characteristics Drawer must sign instrument Drawer must sign instrument	Parties to the Cheque 1. Drawer - Person making the cheque 2. Drawee - Bank on whom cheque is drawn 3. Payee - The person named in the instrument, to whom payment is made. The payee may be drawer himself where another Drawee's name is entered as a Drawee in case of need.	Section 127 Presumption that the holder has acquired cheque in good faith. 'Rebuttable Presumption' Section 140 No defence if drawer says that he is unaware	the party entitled to compensation can draw another bill on demand if that dishonour same process. A 10,00,000 B 10,00,000 C 10,00,000 Dishonour
On the basis of Payment On Demand On Time payable on demand payable on maturity only	DEMAND Cheque On Demand Payable ON TIME Payable on Maturity	Parties Drawer/Maker Person makes the Promissory Note Payee/Creditor It is person to whom the promissory note is payable.	Note: Bill of Exchange bearer on demand X Order on demand Note: Drawer and payee can be the same person	Types of Instruments Interest Instrument Foreign Instrument Drawer in India Payable in India Drawer outside India Payable outside India	Section 128 Section 129 Section 130 Section 131 Section 132 Section 133 Section 134 Section 135 Section 136 Section 137 Section 138 Section 139 Section 140 Section 141 Section 142 Section 143 Section 144 Section 145 Section 146 Section 147 Section 148 Section 149 Section 150 Section 151 Section 152 Section 153 Section 154 Section 155 Section 156 Section 157 Section 158 Section 159 Section 160 Section 161 Section 162 Section 163 Section 164 Section 165 Section 166 Section 167 Section 168 Section 169 Section 170 Section 171 Section 172 Section 173 Section 174 Section 175 Section 176 Section 177 Section 178 Section 179 Section 180 Section 181 Section 182 Section 183 Section 184 Section 185 Section 186 Section 187 Section 188 Section 189 Section 190 Section 191 Section 192 Section 193 Section 194 Section 195 Section 196 Section 197 Section 198 Section 199 Section 200 Section 201 Section 202 Section 203 Section 204 Section 205 Section 206 Section 207 Section 208 Section 209 Section 210 Section 211 Section 212 Section 213 Section 214 Section 215 Section 216 Section 217 Section 218 Section 219 Section 220 Section 221 Section 222 Section 223 Section 224 Section 225 Section 226 Section 227 Section 228 Section 229 Section 230 Section 231 Section 232 Section 233 Section 234 Section 235 Section 236 Section 237 Section 238 Section 239 Section 240 Section 241 Section 242 Section 243 Section 244 Section 245 Section 246 Section 247 Section 248 Section 249 Section 250 Section 251 Section 252 Section 253 Section 254 Section 255 Section 256 Section 257 Section 258 Section 259 Section 260 Section 261 Section 262 Section 263 Section 264 Section 265 Section 266 Section 267 Section 268 Section 269 Section 270 Section 271 Section 272 Section 273 Section 274 Section 275 Section 276 Section 277 Section 278 Section 279 Section 280 Section 281 Section 282 Section 283 Section 284 Section 285 Section 286 Section 287 Section 288 Section 289 Section 290 Section 291 Section 292 Section 293 Section 294 Section 295 Section 296 Section 297 Section 298 Section 299 Section 300	Section 140 No defence if drawer says that he is unaware Section 141 No defence if drawer says that he is unaware Section 142 No defence if drawer says that he is unaware Section 143 No defence if drawer says that he is unaware Section 144 No defence if drawer says that he is unaware Section 145 No defence if drawer says that he is unaware Section 146 No defence if drawer says that he is unaware Section 147 No defence if drawer says that he is unaware Section 148 No defence if drawer says that he is unaware Section 149 No defence if drawer says that he is unaware Section 150 No defence if drawer says that he is unaware Section 151 No defence if drawer says that he is 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Negotiation Bearer Instrument Order Instrument By mere delivery of instrument By indorsement + delivery	Bearer Instrument Order Instrument By mere delivery of instrument By indorsement + delivery	Characteristics of Promissory Note 1. In writing 2. Express Promise to Pay (Only Admission of payment is not enough) 3. Definite & Unconditional But if condition is certain eg death it is allowed. 4. Promissory note should be signed 5. Money Only 6. Promise to Pay (certain sum of money direct or indirectly indicated) 7. Promissory Note cannot be made to bearer 8. Initials on the Stamp (Initials on Stamps)	Promissory Note Promise to pay money 2 parties maker payee Promissory Note does not require acceptance Promissory Note cannot be made payable to bearer	Bills of Exchange Order to pay money 3 parties Drawer Drawee Payee Acceptance to compulsory Can be made to bearer	Types of Instruments Schedule Instrument Ambiguous Instruments Section 126 Section 127 Section 128 Section 129 Section 130 Section 131 Section 132 Section 133 Section 134 Section 135 Section 136 Section 137 Section 138 Section 139 Section 140 Section 141 Section 142 Section 143 Section 144 Section 145 Section 146 Section 147 Section 148 Section 149 Section 150 Section 151 Section 152 Section 153 Section 154 Section 155 Section 156 Section 157 Section 158 Section 159 Section 160 Section 161 Section 162 Section 163 Section 164 Section 165 Section 166 Section 167 Section 168 Section 169 Section 170 Section 171 Section 172 Section 173 Section 174 Section 175 Section 176 Section 177 Section 178 Section 179 Section 180 Section 181 Section 182 Section 183 Section 184 Section 185 Section 186 Section 187 Section 188 Section 189 Section 190 Section 191 Section 192 Section 193 Section 194 Section 195 Section 196 Section 197 Section 198 Section 199 Section 200	Section 140 No defence if drawer says that he is unaware Section 141 No defence if drawer says that he is unaware Section 142 No defence if drawer says that he is unaware Section 143 No defence if drawer says that he is unaware Section 144 No defence if drawer says that he is unaware Section 145 No defence if drawer says that he is unaware Section 146 No defence if drawer says that he is unaware Section 147 No defence if drawer says that he is unaware Section 148 No defence if drawer says that he is unaware Section 149 No defence if drawer says that he is unaware Section 150 No defence if drawer says that he is unaware Section 151 No defence if drawer says that he is unaware Section 152 No defence if drawer says that he is unaware Section 153 No defence if drawer says that he is unaware Section 154 No defence if drawer says that he is unaware Section 155 No defence if drawer says that he is unaware Section 156 No defence if drawer says that he is unaware Section 157 No defence if drawer says that he is unaware Section 158 No defence if drawer says that he is unaware Section 159 No defence if drawer says that he is unaware Section 160 No defence if drawer says that he is unaware Section 161 No defence if drawer says that he is unaware Section 162 No defence if drawer says that he is unaware Section 163 No defence if drawer says that he is unaware Section 164 No defence if drawer says that he is unaware Section 165 No defence if drawer says that he is unaware Section 166 No defence if drawer says that he is unaware Section 167 No defence if drawer says that he is unaware Section 168 No defence if drawer says that he is unaware Section 169 No defence if drawer says that he is unaware Section 170 No defence if drawer says that he is unaware Section 171 No defence if drawer says that he is unaware Section 172 No defence if drawer says that he is unaware Section 173 No defence if drawer says that he is unaware Section 174 No defence if drawer says that he is unaware Section 175 No defence if drawer says that he is unaware Section 176 No defence if drawer says that he is unaware Section 177 No defence if drawer says that he is unaware Section 178 No defence if drawer says that he is unaware Section 179 No defence if drawer says that he is unaware Section 180 No defence if drawer says that he is unaware Section 181 No defence if drawer says that he is unaware Section 182 No defence if drawer says that he is unaware Section 183 No defence if drawer says that he is unaware Section 184 No defence if drawer says that he is unaware Section 185 No defence if drawer says that he is unaware Section 186 No defence if drawer says that he is unaware Section 187 No defence if drawer says that he is unaware Section 188 No defence if drawer says that he is unaware Section 189 No defence if drawer says that he is unaware Section 190 No defence if drawer says that he is unaware Section 191 No defence if drawer says that he is unaware Section 192 No defence if drawer says that he is unaware Section 193 No defence if drawer says that he is unaware Section 194 No defence if drawer says that he is unaware Section 195 No defence if drawer says that he is unaware Section 196 No defence if drawer says that he is unaware Section 197 No defence if drawer says that he is unaware Section 198 No defence if drawer says that he is unaware Section 199 No defence if drawer says that he is unaware Section 200 No defence if drawer says that he is unaware
Characteristics of Negotiable Instruments Writing Signature Headphone Mode Money Only Transferable freely Certain No Defects In title of holder Number of times	Characteristics of Negotiable Instruments Writing Signature Headphone Mode Money Only Transferable freely Certain No Defects In title of holder Number of times	Characteristics of Negotiable Instruments Writing Signature Headphone Mode Money Only Transferable freely Certain No Defects In title of holder Number of times	Characteristics of Negotiable Instruments Writing Signature Headphone Mode Money Only Transferable freely Certain No Defects In title of holder Number of times	Characteristics of Negotiable Instruments Writing Signature Headphone Mode Money Only Transferable freely Certain No Defects In title of holder Number of times	Characteristics of Negotiable Instruments Writing Signature Headphone Mode Money Only Transferable freely Certain No Defects In title of holder Number of times	Characteristics of Negotiable Instruments Writing Signature Headphone Mode Money Only Transferable freely Certain No Defects In title of holder Number of times

END

of NEGIO

#CSG

law ka teacher



Financial Year

Small LLP 2(ta)

Capital Contribution ≤ 25 lacs

(AND)

Turnover ≤ 40 lacs

PY

LLP 2008

1-17

Q2(a)

20mins

Resume at 9:20 pm

After 20th Sept

29th Sept 2024 - 31/3/2025

1st Oct 2024 - 31/3/2026

31/3/2025 - 1/4/2025

Chapters 14

Sections 81

Schedule 4

Meaning Alternate Corporate Vehicle

Separate Legal Entity

Limited Liability

Liability shifted to LLP

flexible structure

Section 4 IPA 1932 Not Applicable on LLP

Section 5 Any Individual or Body Corporate can be Partner

Except - U - Unsound Mind
U - Undischarged Insolvent
I - Insolvent Application pending

Section 6 Minimum 2 Partners

Section 7 At least 2 national Person as DP

Section 8 2 Body Corporate can form LLP

Section 9 2 Partners can form LLP

Section 10 2 Partners can form LLP

Section 11 2 Partners can form LLP

Section 12 2 Partners can form LLP

Section 11 Incorporation document + 2 partners (Business) + Profit

Statement by CA/CA/Chartered Accountant

Section 12 The LLP shall receive the incorporation document within 4 days of submission

Section 13 LLP Inform ROC (Registered Office)

Section 14 Effect of Registration

Section 15 LLP added to the Name

Section 16 Name reservation can apply for 3 months

Section 17 Co can order for change of Name

Section 18 The agreement contains Rights & Duties

Section 19 Any changes in agreement shall be notified by all partners

Section 20 LLP is involved in fraud

Section 21 LLP is involved in fraud

Section 22 LLP is involved in fraud

Section 23 LLP is involved in fraud

Section 24 LLP is involved in fraud

Section 25 LLP is involved in fraud

Section 26 LLP is involved in fraud

Section 27 LLP is involved in fraud

Section 28 LLP is involved in fraud

Section 25 Partner change

Section 26 Every Partner is the agent of the LLP

Section 27 Activity performed within Authority

Section 28 Partner shall make the LLP liable for

Section 29 Holding Out

Section 30 Fraud

Section 31 Whistle Blowing involves action of penalty

Section 32 Proper Books of Accounts

Section 33 Statement of Solvency

Section 34 LLP is involved in fraud

Section 35 LLP is involved in fraud

Section 36 LLP is involved in fraud

Section 37 LLP is involved in fraud

Section 38 LLP is involved in fraud

Section 39 LLP is involved in fraud

Section 40 LLP is involved in fraud

Section 41 LLP is involved in fraud

Section 42 LLP is involved in fraud

Section 43 LLP is involved in fraud

Section 58 Old Registration

Section 63 Partners can dissolve LLP

Section 64 Cases in which tribunal can dissolve the firm

Section 65 LLP defaults in filing of Statement of Solvency

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END of LLP