

Limited Liability Partnership: A Critical Analysis

Abstract

In view of the potential for growth of the service sector, requirement of providing flexibility to small enterprises to participate in joint ventures and agreements that enable them to access technology and bring together business synergies and to face the increasing global competition enabled through WTO, etc., the formation of Limited Liability Partnerships (LLPs) should be encouraged. It would be a suitable vehicle for partnership among professionals who are already regulated such as Company Secretaries, Chartered Accountants, Cost Accountants, Lawyers, Architects, Engineers, Doctors etc. However, it may also be considered for small enterprises not seeking access to capital markets through listing on the stock exchange. We recommend that a separate Act be brought about to facilitate limited liability partnerships.

Keywords: Partnership, Liability, Limited and Unlimited, Committee.

Introduction

With the increasing pressure due to the market forces, it has been considered imperative for a legal vehicle that combines the best aspects of two or more entities resulting into a newly formed entity that is not only pro- industry but also in keeping with the market conditions. Such an entity is a Limited Liability Partnership (hereinafter "LLP"). An "LLP" was first conceptualized to address the dismal saga of professionals like lawyers and chartered accountants who surprisingly became the centre of a whooping number of court proceedings once the financial institutions they had advised failed and went bust during the real estate and energy prices crumple in the 1980s. closer to the former, irrespective of the addendum of the word partnership. This is further noticeable as LLP are basically body corporate having perpetual succession and a separate legal entity. An LLP is a hybrid legal vehicle that combines the limited liability attribute of a Company and a small number of people operating through it to carry on business or professions i.e. partnership. Its features such as organizational flexibility and taxation methods are in tune with the latter, whereas the term limited liability makes its origins.

Object of the Study

With the growth of the Indian economy, a need has been felt for a new corporate form that would provide an alternative to the traditional partnership, with unlimited personal liability on the one hand, and the statute based governance structure of the limited liability company on the other hand, in order to enable professional expertise and entrepreneurial initiative to combine, organize and operate in flexible, innovative efficient manner. The Limited Liability Partnership is viewed as an alternative corporate business vehicle that provides the benefits of limited liability but allow its members the flexibility of organizing their internal structure as a partnership based on a mutually arrived agreement. The objective of the LLP law, if understood in this milieu, is quite clear. It seeks to achieve the principal benefits of both partnership and company as forms of business organization. Primarily, it aims at freeing the mind of a professional from the fear that his personal assets may be attached for the negligent and other wrongful acts of his copartners, over whom he has no control. The objects can be summarized as follows-

1. To study the concept of Limited Liability Partnership in India.
2. To study the need of introduction of new concept of Limited Liability of Partnership in business.
3. To study the Legislative framework and Judicial approach on changing dimensions of LLP in India.
4. To study the Provision of LLP in International Scenario.
5. To Analysis the provision of LLP and compare with other countries



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Review of Literature

Prashant critically analyzed that the Naresh Chandra Committee Report (2003) on "Regulation of Small Companies and Partnership" dealt with reforms in Company Act and Indian Partnership Act. The recommendation of this Committee for LLP in India is a step further to modernization and recognizing the needs of changing times. (Prasant S.J., "Limited Liability Partnership in India- A Critical Analysis of Naresh Chandra Committee Report")

Sharma (2006) put forth that The Dr. J.J. Irani Committee Report on Company Law (2005), while recommending the formation of LLPs, pleaded very strongly for the enactment of a separate legislation to meet the challenges posed by International competition. (Limited Liability Partnership Bill 2006; 78 CLA 10)

Batra (2007) further analyzed that The Naresh Chandra Committee recommended its application to the service industry while the Irani Committee extended its application to the small enterprises also. (Batra S., (2007) "LLP may be growth vehicle for entrepreneurs and professionals, Economic Times, P. 16)

Viswanathan (2006) argued that the proposed LLP Bill was drafted on the lines of the United Kingdom's Limited Liability Partnerships Act 2000. She also pointed out that the concept paper on LLP in 2005 had also invited positive response from research scholars. (A. Vishwanathan, (2006) "India Considers Introduction of Limited Liability Partnership" I.C.C.L.R. 17(5) 141-142)

Srinivasan (2007) criticized by saying the LLP Bill is no more than a hotchpotch of existing statutes as in culinary recipe. It may satisfy the tastes of some consumers but whether it is healthy is open to question. Whatever it is, it is not novel. We are reminded of the old joke of a scientist's friends who glued together the dismembered parts of different species of insects and asked him to indicate the taxonomy of the new type of 'bug' they had created. His bland reply was that it was a 'humbug'. (Srinivasan K., (2007) "Werts Noticeable on a Closer Look" 76 CLA 19)

Bhasker (2007) pointed out certain points of weaknesses while doing the critical analysis of LLP Bill that there is no collective responsibility for every action of LLP, lack of ceiling on number of partners may make LLPs unmanageable, Fines/Penalties/ Prosecution and imprisonment provided for in the Act may prove a major irritant for forming LLPs etc. (S Bhasker, (2007) " LLPs- A SWOT Analysis" Business Line 10)

Sen&Mathen (2011) considered LLP to be a convenient hybrid between a partnership and company, the Indian limited liability partnership is a business association that merges certain advantages of a partnership with those of a company. Their paper traces the evolution of this business vehicle from its genesis in the American state of Texas to the form in which it has been adopted in India, (N. Sen, N. &Mathen, (2011), "Decoding the New Business Vehicle of India: The Limited Liability partnership", Njus Law Review, 4 Njus L. Rev. 669).

Chakravarthi (2014) analyze the nature of LLP in very brief he pointed out the development of LLP in different country such as UK, USA, Singapore. He also focus on the various legislation which is related to the LLP in India except these he also gave some arguments in favour of LLP and against the LLP in the context of India including scope of LLP. (Sriram S Chakravarthi, Limited Liability Partnerships (Lps) In India A concept whose time has come.)

D K Jain, This book is a comprehensive and clear introductory guide to the principles and practice of laws relating to the LLP. with special chapters on foreign investment in LLP, Taxation of LL. (D.k Jain, *Law & Procedure of Limited Liability Partnership*, Bharat Law House (2016)

Dr. Radheyshyam Sharma &BhaminiGarg attempted to introduce the concept of Limited Liability Partnerships in India along with the need of setting up the Limited Liability Partnerships in place of partnerships and limited companies. they also discussed about various taxation aspects in view of Limited Liability Partnerships that covers Income Tax, Wealth Tax, Service Tax and Sales Tax/Value Added Tax. Along all that they also attempted to highlight the issues pertaining to them that need to be addressed in order to effectively implement the Limited Liability Partnerships in India.(*Dr. Radheyshyam Sharma &BhaminiGarg, Limited Liability Partnership in India: Study of Different Aspects for Optimum Growth, IRACST, Vol. 3, No. 5, October 2014*)

Hitender Mehta, this book contains features of two long-standing forms of business associations, namely the 'company' and the 'partnership firm'. A LLP, thus, is a hybrid of a company and a partnership. To explore this new business structure, every businessman and professional would need to know, in a concise and simple way, the advantages, nuances, and complexities involved. This book explains the nuances of the LLPs and addresses several issues concerning the construction of the Act. This book, Limited Liability Partnerships -Law and Practice, contains an analysis of the law of LLPs in India from a legal practitioner's viewpoint and seeks to provide answer to the questions concerning LLPs. (*Hitender Mehta,Limited Liability Partnerships [Law & Practice],wolterskluwercc; (2017)*)

Divesh Goyal, the author deals with the provisions of strike off of LLP, in case LLP wants to close down or is not carrying any business. (Process of Strike Off Limited Liability Partnership (LLP) 2017)

Parmod Jain, in his book very beautifully analyzed the object, reason, background and silent features of LLP. (Limited Liability Partnership) (A Complete Resource Book, 2017)

The importance of the Partnership Act 1890 in the historical development of partnership law in the United Kingdom is beyond question. Drafted in 1879 and finally enacted in 1890 after much debate and amendment, this seminal piece of Victorian legislation with its "rather limpid prose" and the "deceptive simplicity, born of clear and elegant expression" in which Sir Frederick Pollock clothed its provisions,¹ was intended as partial codification of the considerable number of common law and equitable

principles developed by the law courts. It has served as an example for most Commonwealth jurisdictions and has strongly influenced the American Uniform Partnership Act of 1914 (UPA). In fact, in irrespective of the UPA, the Partnership Act has served as a model for more than 30 other partnership Acts and ordinances with implementation dates ranging from 1891 to at least 1981. The Indian law of partnership in India is based on the provisions of the English law of partnership. Until the English Partnership Act of 1890 was passed, the law of partnership even in England was largely based on legal decisions and custom. There were very few acts of parliament relating directly to partnership. The Indian Partnership Act of 1932 (Partnership Act) was the result of a Report of a Special Committee consisting of Shri Brojender Lal Mitter, Sir Dinshaw Mulla, Sir Alladi Krishnaswami Iyer and Sir Arthur Eggar.²

Prior to the enactment of the Partnership Act, the law relating to partnership was contained in Chapter XI (sections 239 to 266) of the Indian Contract Act, 1872 (Contract Act). These provisions contained in the Contract Act were not found adequate. As a result, Chapter XI of the Contract Act was repealed and replaced by the Partnership Act of 1932. The limited liability partnership (LLP) concept originated in the US in the early 90s in unincorporated form. It was inspired by litigation against professional firms that had done work for failed savings and loan associations. Claims against all partners, including many who had nothing to do with the failed associations, were a strong incentive for the development of a mechanism to limit the vicarious liability of partners.³ Following this, it was also adopted in United Kingdom (2000) and now the Naresh Chandra Committee has proposed the same for India. Thus, it is important for us to begin our understanding of Limited Liability Partnership, by knowing some basic concepts.

Limited Liability Partnerships

The limited liability partnership (LLP) concept originated in the US in the early 90s in unincorporated form. It was inspired by litigation against professional firms that had done work for failed savings and loan associations. It is difficult to believe that Limited Liability Partnership, such a major reformation of partnership law, had its beginnings not in a legislative advisory committee meeting or in a courtroom as a judge-made remedy, but instead began in a law firm of 21 employees in Lubbock, Texas.⁴

During the crisis, the government sued the law and accounting firms⁵ that represented the failed banks for malpractice. Claims against all partners, including many who had nothing to do with the failed associations, were a strong incentive for the development of a mechanism to limit the vicarious liability of partners.

In a short period of time, all US jurisdictions adopted legislation sharing the theme a LLP limits or eliminates, joint and several liability of its partners for some, or all, liabilities and obligations of the partnership. The National Conference of Commissioners on Uniform State Laws approved the Uniform Limited Liability Partnership Amendments

(ULLPA) to the Revised Uniform Partnership Act (RUPA) in 1996.

LLPs originated in the United States in the 1990's as a number of business scandals prompted lawyers to worry about personal liability and lobby for more protection than under general partnership law. American LLPs would differ markedly from the proposed Indian LLPs under the LLP Act. The LLP Act would apply uniformly throughout the country, whereas US LLP policy differs from state to state. Some states, like New York, limit LLP status to professionals requiring licenses whereas the LLP Act proposes no such limitation. Moreover, LLPs in states like Texas limit the liability to the partnership's non-malpractice contractual and tort liabilities. Other states, like Delaware, mirror the LLP Act by extending liability to all obligations of the partnership. The LLP Act may best resemble American Limited Liability Companies ("LLCs") statutes because United States LLCs and Indian LLPs generally protect owners from personal liability for business debts and claims. However, LLCs in the United States can be distinguished from Indian LLPs. Unlike Indian LLPs, LLCs are not technically a 'body corporate' and can be formed for non-profit purposes.

With the introduction of Limited Liability Partnerships Act 2000 in April, 2001, the LLP concept remains somewhat of a novelty among UK laws. Still, the Indian Parliament seems to have used the UK Act as a model for the LLP Act. LLPs under the UK Act and the LLP Act shield partners from personal liability for each other's actions and (save for situations of fraud or wrongful trading) limit losses to the partner's contribution. However, the LLP Act differs from the UK LLP Act in a few important ways. First, the UK Act has no "resident" requirement, whereas the LLP Act requires at least one designated partner to be "resident" of India. Second, the Act requires two designated partners for incorporation whereas the UK LLP Act requires only one. Third, unlike the UK LLP Act, the LLP Act specifies a time limit for which an LLP can operate with one partner. Fourth, the UK Act requires LLPs to buy an insurance policy for satisfaction of liabilities pursuant to contrary judgments (if any), which concept has not been inculcated in the LLP Act.⁶

In an increasingly litigious market environment, the prospect of being a member of a partnership firm with unlimited personal liability is, to say the least, risky and unattractive. In India, some bodies of professionals have been prohibited from practicing under an incorporated form. E.g. Development of legal profession in India has been restricted in India on account of the number of impediments in the current regulatory system which hinders Indian law firms from competing effectively against foreign firms.

This would hamper the growth of Indian Law Firms in comparison to the Foreign Law Firms⁷ once the Legal Sector is opened. The 'general partnership' or partnership simplicities has traditionally been the entity of choice to provide services by professionals such as lawyers, accountants, doctors, architects, and company secretaries.⁸ The unlimited liability of

general partnerships under the Indian Partnership Act 1932 has become a cause for concern in the light of increase in the incidence of litigation for professional negligence, the size of the claims and the risk to a partner's personal assets when a claim exceeds the sum of the assets of the partnership. The idea that LLPs should be introduced in India was mooted in the Report of the Naresh Chandra Committee on Regulation of Private Companies and Partnership and the May 2005 Report of the Expert Committee on Company Law (J. J. Irani Committee). In response, on November 2, 2005, the Ministry of Company Affairs in the Government of India circulated a concept paper on LLP's with a view to stimulating public debate over ideas which will be incorporated in the proposed Limited Liability Partnership Bill (the "Bill"). The proposed Bill is drafted on the lines of the United Kingdom's Limited Liability Partnerships Act 2000.⁹

Limited Liability Partnership in India

The existence of LLP which has its genesis in general partnership is now a reality in India with the enactment of the LLP Act, 2008, from March 31, 2009. The framework of laws & rules dealing with the Limited Liability Partnership (LLP) are contained in the Limited Liability Partnership Act, 2008 (the LLP Act) and the Limited Liability Rules, 2009 (the LLP rules). The Income Tax Act, 1961 was amended by the Finance Act, 2008 and the Finance Act, 2010 to provide for the framework of Taxation of LLP's.¹⁰

The Government of India has enacted the Limited Liability Partnership Act, 2008 (the "LLP Act") which has come into force with effect from January 9, 2009. The Act

proposes to introduce Limited Liability Partnerships (LLP) as an alternative corporate vehicle that allows benefits available to a company under the Companies Act, 1956 ("Companies Act") and also allows its members the flexibility of organizing their internal management on mutual agreement as in the case of a partnership firm under the Indian Partnership Act, 1932 (Partnership Act). Set out is a brief description of the key provisions of the LLP Act and brief comparisons with companies under Companies Act and partnerships under the Partnership Act.¹¹

Conceptual Analysis of Limited Liability Partnership

A Limited Liability Partnership (LLP) is a body corporate, with a distinct legal entity separate from that of its partners. It has perpetual succession and a common seal. A LLP, which is a separate legal person, will be liable to the third parties independent of the other partners. Any change in its partners, will not affect the existence, rights or liabilities of the limited liability partnership. Like a company, a limited liability partnership can do all the things an individual or company can do. It can make contracts, sue or be sued, hold property in its name etc.¹²

The Limited Liability Partnership (LLP) is viewed as an alternative corporate business vehicle that provides the benefits of limited liability but allows its members the flexibility of organizing their internal structure as a partnership based on a mutually arrived

agreement. A LLP combines the advantages of both the Company and Partnership into a single form of organization.¹³

Limited Liability Partnership or LLP in short is a partnership in which the partners have limited liability which is limited to the amount of contribution they have agreed to. This new form of legal entity is viewed as an alternative corporate business vehicle that provides the benefits of limited liability but allows its partners the flexibility of organizing their internal structure as a partnership based on a mutually arrived agreement. So, LLP is a corporate kind of partnership where the roles, responsibilities and liabilities of partners are fixed at the time of setting up.

The LLP form would enable entrepreneurs, professionals and enterprises providing services of any kind or engaged in scientific and technical disciplines, to form commercially efficient vehicles suited to their requirements. Further, In an LLP one partner is not responsible or liable for another partner's misconduct or negligence. This is an important difference from that of a partnership where all the partners are jointly and severally liable for the liability of the partnership in Individual capacity.¹⁴

Salient Features of Limited Liability Partnership-

Limited liability partnership is the hybrid of a company and a partnership. Although LLP Act has incorporated some provisions in tune with Partnership Act¹⁵ and Companies Act¹⁶, but it differs in several aspects. Partnership Firm is not a legal entity like a company; it is a group of individual partners.¹⁷ In Partnership, Firm name is only a compendious name given to the partnership and the partners are real owners of assets and partnership firm is not a distinct legal entity.¹⁸ But, LLP *per se* is a body corporate formed and incorporated under this Act and legal entity separate from that of its partners. Any change in the partners of a LLP shall not affect its existence, rights or liabilities. So, an LLP shall have perpetual succession.

LLP requires minimum of two partners. Any individual or body corporate may be a partner in a limited liability partnership, the only conditions for an individual to become a partner is that he shouldn't be of unsound mind or undercharged insolvent or has applied for adjudication for insolvency and his application is pending. This Act is very liberal and flexible in the sense that it allows even a single partner to carry LLP's business for six months without any personal liability. A partner is personally liable only if he knowingly carries business as sole partner for more than six months and only to the extent of obligations incurred by LLP during that period.¹⁹

The Limited Liability Act also provides for 'designated partners'. According to section 7, every LLP shall have two designated partners who are individuals and at least one of them shall be a resident in India. The term 'resident in India' here means any person who has stayed in India for a period not less than one hundred and eighty-two days during the immediately preceding one year. Any partner can also become and cease to be a designated partner according to the LLP agreement. An individual can become a designated partner only if

he has given prior consent in such form and manner as may be prescribed and every LLP has to file these particulars with the Registrar within thirty days in prescribed manner. Unless expressly provided otherwise by this Act, a designated partner shall be responsible for the doing of all acts, matters and things as are required to be done by the LLP in order to comply with the provisions of this Act including filing of any document, return, statement and the like reports required under this Act or as specified in LLP agreement. He is liable for all penalties imposed on the LLP for any contravention of those provisions.

Some Other Features are Given Below

1. LLP is a body corporate and has legal personality separate from its partners (separate legal entity).
2. LLP has perpetual succession.
3. Any changes in relation to the partners of an LLP will not affect the existence, rights or liabilities of the LLP.
4. LLP has unlimited capacity and capable of suing and being sued, acquiring, owning, holding and developing or disposing of property.
5. LLP may do and suffer such other acts and things as bodies corporate may lawfully do and suffer.

Structure of Limited Liability Partnership

1. LLP is body corporate formed & incorporated under LLP Act²⁰
2. LLP is legal entity separate from its partners²¹
3. LLP has perpetual succession²²
4. Existence, Rights & Liabilities of LLP not affected by change in partners²³
5. Indian Partnership Act, 1932 does not apply to LLPs²⁴
6. Partners
 - i. Individuals / Body Corporate can be partners²⁵
 - ii. Minimum two partners²⁶
 - iii. Maximum unlimited partners
7. Designated Partners (DP)²⁷
 - i. At least two DPs
 - ii. Only Individuals can be DPs – Can be nominees of Body corporate partner/s
 - iii. At least one resident in India
 - iv. Every DP to obtain a Designated Partner Identification No. (DPIN)
8. Responsibilities & Liabilities of DPs²⁸
 - i. Responsible for doing all acts, matters & things required to be done by LLP w.r.t
 - ii. compliance of LLP Act including filing of any document, return, statement & like report
 - iii. under LLP Act & as specified in LLP Agreement
 - iv. Liable to all penalties imposed on LLP for any contravention of above

Liability of Partners under Limited Liability Partnership

The partners in an LLP have a limited liability. Unlike in Partnership, where a partner is also liable for the acts of other partners, in an LLP, a partner is not liable for another partner's act. No partner would be liable for independent or unauthorized acts of the other partners or for their misconduct. Every partner of an LLP, for the purpose

of business of the LLP is the agent of the LLP, but not of the other partners.²⁹ The LLP is liable if a partner of a limited liability partnership is liable to any person as a result of a wrongful act or omission on his part in the course of the business of the limited liability partnership or with its authority.³⁰ An obligation of the limited liability partnership whether arising in contract or otherwise, shall be solely the obligation of the limited liability partnership.³¹ A partner cannot be made liable for the obligations of the limited liability partnership. A partner is not personally liable, directly or indirectly for an obligation of LLP solely by reason of being a partner of the LLP.³² The liabilities of the LLP shall be met out of the property of the limited liability partnership.³³ The partnership firm would be liable to the full extent of its assets, while the partner would be liable only to the extent of their agreed contribution. But these protections do not affect the personal liability of a partner for his own wrongful act or omission.³⁴ An LLP is not bound by anything done by a partner in dealing with a person if the partner in fact has no authority to act for the LLP in doing a particular act and the person knows that he has no authority or does not know or believe him to be a partner of the LLP.³⁵

The mutual rights and duties of the partners and the mutual rights and duties of the LLP and its partners shall be determined on the basis of LLP agreement between the partners, or between the limited liability partnership and its partners.³⁶ If there is no agreement as to any matter, the mutual rights and duties of the partners and the mutual rights and duties of the LLP and its partners shall be determined by the provisions relating to that matter as set out in the First Schedule. So, according to section 23(4) of the Act, if there is no LLP agreement between partners then the terms of mutual rights and duties will be decided according to First Schedule. It is the First Schedule which ensures the cordial and fiduciary relation and reliable environment among partners *inter se* and between LLP and partners.

When the formation or nature of LLP is in question, then mutual rights and duties get more seriousness. In the eyes of LLP, all partners are equal and no change in LLP can be made without the consent of all the partners. According to First Schedule, any matter or issue relating to the LLP shall be decided by a resolution passed by a majority in number of the partners, and for this purpose, each partner shall have one vote. No change can be made in the nature of business of the LLP without the consent of all the existing partners. Further, no person may be introduced as a partner without the consent of all the existing partners. No majority of the partners can expel any partner unless a power to do so has been conferred by express agreement between the partners. Every LLP should ensure that the decisions taken by it are recorded in the minutes within thirty days of taking such decisions and are kept and maintained at the registered office of the LLP.

Liability in Cases of Holding Out

Section 29 of the Act provides for the extent of liability of LLP in cases of holding out. It states that any person, who by words spoken or written or by

conduct, represent himself, or knowingly permits himself to be represented to be a partner in an LLP is liable to any person who has on the faith of any such representation given credit to the limited liability partnership. In such situation, it doesn't matter whether the person representing himself or represented to be a partner does or does not know that the representation has reached the person so giving credit.

A limited liability partnership in such cases is liable only when it has received the credit as a result of such representation. An LLP is liable only to the extent to which it has received credit or financial benefit in consequence of such representation. If LLP has received any benefit then it has to reimburse the creditor without prejudice to the liability of the person so representing himself or represented to be a partner.

The provision of holding out is provided in the Statute in order to avoid misrepresentation by any outsider to a partnership and to protect innocent legal owners of a deceased partner. The legislation wants to protect the innocent creditors from cheating by any person on the name of any limited liability partnership

Conclusion

Limited liability partnership is a body corporate incorporated under LLP Act 2008. It is a special sort of body corporate and distinct from the traditional partnership. Although introduction of LLP is beneficial to all business forms organizations yet it also required some forms LLP agreement is needed avoid default provisions applying and to cover situations not addressed by defaults provision, LLP does not provide for easy transfer and investment of share that a corporation structure provides & therefore are regarded as less preferable to other business forms.

LLP system combines the advantages of the corporate i.e company structure and the partnership structure. It has complete flexibility as to the internal structure. It has complete flexibility as to the internal structure which it wishes to adopt. It has easier expression of administration rule & management in partnership agreement. LLP has an open ended and indefinite existence and will continue until it's winding up.

A partner in LLP is not generally liable for partnership obligations arising from the negligence, wrong doing or misconduct of other partners, employees or agents partners' liability to contribute in the event of a winding up as recorded in the LLP agreement. LLP has partners who are the ultimate owners. It does not have directors or shareholder but it is being managed by the manager who is specially appointed and accountable for the doing of all acts, matters and things as are required to be done by LLP. In case of any disputes national company law tribunal constitutes under section 408 of companies Act, 2013 & under section 2(11) of the LLP Act 2008 will have the jurisdiction. Central government may appoint inspectors to investigate the affairs of an LLP. The manner and procedure for conduct of investigation has been specified in the act. In spite of all these things it considered as a boom in business

organizations. Entrepreneur's especially small medium entrepreneur. The main problems in this act is not having effective implementation. Government should take the effective measure for the proper implementation of LLP Act and also constitute a regulatory authority. LLP Act is the recognition of the changing needs of the business in today time. If it is implemented properly, it will provide a new option for professional partnership

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