

Chapter XIII — Winding Up and Dissolution

Identify voluntary/Tribunal routes, insolvency overlap, asset/liability controls, stakeholder notices, records and dissolution effects.

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Finin2min Summary — Chapter in 2 Minutes

- Identify voluntary/Tribunal routes, insolvency overlap, asset/liability controls, stakeholder notices, records and dissolution effects.
- Choose strike-off, liquidation, Tribunal or insolvency route only after asset/liability and litigation mapping.
- Read every section with the amended Rules, current MCA form and the LLP agreement.
- Authority, source evidence, State stamp/registration and cross-law effects are separate closing gates.
- A portal acknowledgement is evidence of filing—not a substitute for legal accuracy or complete transaction documentation.

Section-by-section provision map

Provision Subject		Legal effect / rule	Implementation	Evidence
63	Winding up and dissolution	This provision deals with winding up and dissolution and	Map route, solvency, creditors, employees, taxes, assets, litigation,	Preserve resolutions, statements, notices, claims,

Provision	Subject	Legal effect / rule	Implementation	Evidence
		must be coordinated with the Rules and insolvency law.	records and responsible office-holder before action.	realisation/distribution records, orders and dissolution evidence.
64	Circumstances for Tribunal winding up	Specified circumstances permit Tribunal winding up.	Assess insolvency, partner decision, statutory defaults, public-interest and just/equitable grounds before choosing forum.	Retain solvency, default history, resolutions, demand notices and asset-protection steps.
65	Rules for winding up and dissolution	This provision deals with rules for winding up and dissolution and must be coordinated with the Rules and insolvency law.	Map route, solvency, creditors, employees, taxes, assets, litigation, records and responsible office-holder before action.	Preserve resolutions, statements, notices, claims, realisation/distribution records, orders and dissolution evidence.

Finin2min clause-by-clause decode

Section 63 — Winding up and dissolution

Legal effect: This provision deals with winding up and dissolution and must be coordinated with the Rules and insolvency law.

Finin2min implementation: Map route, solvency, creditors, employees, taxes, assets, litigation, records and responsible office-holder before action.

Evidence/control: Preserve resolutions, statements, notices, claims, realisation/distribution records, orders and dissolution evidence.

Section 64 — Circumstances for Tribunal winding up

Legal effect: Specified circumstances permit Tribunal winding up.

Finin2min implementation: Assess insolvency, partner decision, statutory defaults, public-interest and just/equitable grounds before choosing forum.

Evidence/control: Retain solvency, default history, resolutions, demand notices and asset-protection steps.

Section 65 — Rules for winding up and dissolution

Legal effect: This provision deals with rules for winding up and dissolution and must be coordinated with the Rules and insolvency law.

Finin2min implementation: Map route, solvency, creditors, employees, taxes, assets, litigation, records and responsible office-holder before action.

Evidence/control: Preserve resolutions, statements, notices, claims, realisation/distribution records, orders and dissolution evidence.

Finin2min implementation explanation

Solvency, stakeholder and forum gate. Choose strike-off, liquidation, Tribunal or insolvency route only after asset/liability and litigation mapping. Convert the chapter into an owner, trigger, due date, approval, filing, evidence and exception workflow; the LLP agreement and portal records must be reconciled at each event.

Practical examples and calculations

Example 63: Winding up and dissolution

An LLP takes action under section 63 (Winding up and dissolution) using an unsigned email approval and updates neither its agreement nor statutory records. The control response is to identify the competent authority, document the effective date, complete the prescribed filing and retain evidence before treating the action as closed.

Calculation/control: Exposure and timing must be computed from the actual statutory trigger, days of delay, prescribed caps, consideration/contribution, tax base and State duty schedule; retain the calculation sheet and source date.

Example 64: Circumstances for Tribunal winding up

An LLP takes action under section 64 (Circumstances for Tribunal winding up) using an unsigned email approval and updates neither its agreement nor statutory records. The control response is to identify the competent authority,

document the effective date, complete the prescribed filing and retain evidence before treating the action as closed.

Calculation/control: Exposure and timing must be computed from the actual statutory trigger, days of delay, prescribed caps, consideration/contribution, tax base and State duty schedule; retain the calculation sheet and source date.

Example 65: Rules for winding up and dissolution

An LLP takes action under section 65 (Rules for winding up and dissolution) using an unsigned email approval and updates neither its agreement nor statutory records. The control response is to identify the competent authority, document the effective date, complete the prescribed filing and retain evidence before treating the action as closed.

Calculation/control: Exposure and timing must be computed from the actual statutory trigger, days of delay, prescribed caps, consideration/contribution, tax base and State duty schedule; retain the calculation sheet and source date.

Practical transaction application

At transaction opening, identify the section trigger, governing agreement clause, signatory authority, prescribed form/rule, State instrument requirement, tax/GST consequence, counterparty condition precedent and post-closing filing. Do not release consideration until documentary conditions are satisfied.

Authority, consent and execution controls

Maintain a reserved-matters matrix, partner/designated-partner consent register, delegation limits, DSC custody log, conflict declarations and external signatory evidence. A partner's business role does not automatically prove authority for every act.

Stamp duty and registration alerts

The LLP Act is central, but LLP agreements and many transaction instruments are stamped under State law. Property, security, assignment, conversion, lease and power-of-attorney instruments may also require registration. Obtain State-specific advice before execution and before filing Form 3 or completing a conversion.

Evidence and document-retention checklist

- Current statutory source and amendment log

- Stamped LLP agreement and every amendment
- Partner/designated-partner consent and KYC
- Authority/reserved-matters matrix
- Signed forms and attachments
- SRN, challan and acknowledgement
- Books, bank and tax/GST reconciliation
- Contracts, invoices, delivery and acceptance
- Notices and proof of service
- Valuation/title/security documents
- Legal opinions, orders and appeal records
- Exception, correction and mitigation log

Preserve the current stamped LLP agreement and amendments; partner/designated-partner KYC and consent; resolutions; authority matrix; filed forms and attachments; SRNs/challans; books and bank/tax reconciliations; contracts; notices; delivery/acceptance evidence; legal opinions; orders; and a source/version register.

Performance, delivery and payment controls

Use milestones, acceptance criteria, invoices, tax documents, payment approvals, set-off/withholding limits, change orders, service levels, audit rights and termination handover. Align commercial performance records with the LLP's authority and accounting records.

Breach, loss, mitigation and remedy framework

Issue a fact-specific notice, stop continuing loss, preserve evidence, suspend unauthorised access, quantify direct and consequential exposure, consider insurance/indemnity, cure regulatory filings, avoid admissions and document mitigation. Fraud, false statements and continuing defaults require immediate escalation.

Limitation and forum controls

Classify the claim—agreement, contribution, debt, indemnity, fraud, statutory penalty, oppression/arrangement, property or tax—then identify accrual, acknowledgement, exclusion/condonation and competent forum. Do not copy a generic three-year period into every dispute.

Arbitration and mediation interface

Draft arbitration/mediation clauses for inter se contractual disputes, seat, institution, appointment, interim relief, confidentiality and emergency relief. Statutory filings, adjudication, criminal offences, Special Court, Registrar or Tribunal powers cannot be contracted away.

Company, partnership, GST and tax overlays

Read this chapter with the LLP Rules and current forms, the stamped LLP agreement, Indian Contract Act, Specific Relief, Limitation, Arbitration/Mediation, Companies Act cross-application, Income-tax, GST, FEMA, IBC, DPDP, employment and sector licences.

Finin2min Q&A

What is the central risk in Winding Up and Dissolution?

Identify voluntary/Tribunal routes, insolvency overlap, asset/liability controls, stakeholder notices, records and dissolution effects.

What is the first control before acting?

Identify the exact current Act section, amended Rule/form, LLP agreement clause, authority and State-law instrument requirement.

Can additional fee cure the entire default?

No. It may permit delayed filing, but substantive contravention, false statement, civil penalty, criminal exposure or transaction defects require separate analysis.

Does MCA acceptance prove legal validity?

No. Acceptance is important evidence, but it does not automatically cure authority, stamping, registration, tax, fraud or inaccurate disclosure.

Can the LLP agreement override the Act?

It can structure inter se rights where the Act permits, but cannot override mandatory statutory duties, public filings or regulatory powers.

What should be retained?

Keep signed source documents, approvals, filings and receipts, accounting/tax trail, notices, delivery evidence and the legal source/version relied on.

Can every dispute be arbitrated?

No. Contractual partner/LLP disputes may be arbitrable, while Registrar, adjudication, criminal, Special Court and Tribunal powers remain statutory.

Chapter-specific decision flowchart

Decision flowchart for Chapter XIII — Winding Up and Dissolution

[← Chapter XII — Compromise, Arrangement and Reconstruction](#)[Chapter XIV — Miscellaneous, Enforcement and Adjudication →](#)

Finin2min · Educational legal information · Verify facts, jurisdiction, State stamp/registration and later amendments before acting.