

Historical Partnership Provisions and Successor Mapping

Indian Contract Act, 1872

Full local statutory text

Finin2min implementation edition

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s.239	s.240	s.241	s.242	s.243	s.244	s.245	s.246	s.247	s.248	s.249	s.250	s.251	s.252
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Finin2min Summary - Chapter in 2 Minutes

Purpose

This unit converts historical partnership provisions and successor mapping into statutory, transaction, evidence and remedy decisions.

Who is covered

Businesses, contracting parties, partners, buyers, sellers, principals, agents and litigants affected by this chapter.

Main obligations

Read the transaction documents and actual conduct against every statutory limb, exception and connected law.

Key timelines

Record event, breach, refusal, notice, acknowledgment and filing dates; apply the correct Limitation Act article.

Forms and evidence

Use the chapter evidence checklist and State/UT forms where registration or public notice applies.

Top risk

Wrong classification, missing authority, weak evidence, ineffective notice, unverified State process or wrong remedy.

Remedy

Preserve rights, mitigate loss, quantify exposure and confirm forum, arbitration, limitation and interim relief.

Finin2min takeaway

Classify - map law - verify authority - prove performance - quantify consequence - select remedy and forum.

Section-by-section provision map

Provision	Title	Status	Decision theme
s.239	[Repealed.]	repealed	commercial rights and obligations
s.240	[Repealed.]	repealed	commercial rights and obligations
s.241	[Repealed.]	repealed	commercial rights and obligations
s.242	[Repealed.]	repealed	commercial rights and obligations

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<u>s.246</u>	[Repealed.]	repealed	commercial rights and obligations
<u>s.247</u>	[Repealed.]	repealed	commercial rights and obligations
<u>s.248</u>	[Repealed.]	repealed	commercial rights and obligations
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<u>s.251</u>	[Repealed.]	repealed	commercial rights and obligations
<u>s.252</u>	[Repealed.]	repealed	commercial rights and obligations
<u>s.253</u>	[Repealed.]	repealed	commercial rights and obligations
<u>s.254</u>	[Repealed.]	repealed	commercial rights and obligations
<u>s.255</u>	[Repealed.]	repealed	commercial rights and obligations
<u>s.256</u>	[Repealed.]	repealed	commercial rights and obligations
<u>s.257</u>	[Repealed.]	repealed	commercial rights and obligations
<u>s.258</u>	[Repealed.]	repealed	commercial rights and obligations
<u>s.259</u>	[Repealed.]	repealed	commercial rights and obligations
<u>s.260</u>	[Repealed.]	repealed	commercial rights and obligations
<u>s.261</u>	[Repealed.]	repealed	commercial rights and obligations
<u>s.262</u>	[Repealed.]	repealed	commercial rights and obligations
<u>s.263</u>	[Repealed.]	repealed	commercial rights and obligations
<u>s.264</u>	[Repealed.]	repealed	commercial rights and obligations
<u>s.265</u>	[Repealed.]	repealed	commercial rights and obligations
<u>s.266</u>	[Repealed.]	repealed	commercial rights and obligations

Legal status, amendments and source protocol

Act: Indian Contract Act, 1872; Act 9 of 1872; commencement 1 September 1872.

Source protocol: Complete central provision text is reproduced locally. Retained official India Code PDF extract. Official India Code and Gazette instruments prevail if any discrepancy is identified.

Full statutory text and Finin2min decode

Section 239 - [Repealed.]

Local statutory-text source control: Retained official India Code PDF extract. [Official India Code source](#) prevails.

Current statutory text

239. ['Partnership' defined.] Rep. by s. 73 and the Second Schedule, ibid.

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/control
Main rule	239. ['Partnership' defined.] Rep. by s. 73 and the Second Schedule, ibid.	Test this main limb within the commercial rights and obligations framework. Operational focus: 239. ['partnership' defined.] rep. by s. 73 and the second schedule, ibid.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 239 is a commercial rights and obligations provision dealing with [repealed.]. Identify the actor, trigger, cumulative or alternative conditions, provisos, exceptions and legal consequence before reaching a conclusion.

Implementation control: Translate the provision into an owner, trigger, approval, evidence, deadline, exception and remedy control, then test connected law and State variation.

Section-level practical application

Transaction test

Apply this provision to the event-date facts and record every satisfied, disputed or inapplicable limb.

Consequence and remedy

Identify how it changes validity, title, authority, liability, payment, rejection, recovery, registration, evidence or relief.

Section 240 - [Repealed.]

Local statutory-text source control: Retained official India Code PDF extract. [Official India Code source](#) prevails.

Current statutory text

240. [Lender not a partner by advancing money for share of profits.] Rep. by s. 73 and the Second Schedule, *ibid*.

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/control
Main rule	240. [Lender not a partner by advancing money for share of profits.] Rep. by s. 73 and the Second Schedule, <i>ibid</i> .	Test this main limb within the commercial rights and obligations framework. Operational focus: 240. [lender not a partner by advancing money for share of profits.] rep. by s. 73 and the.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 240 is a commercial rights and obligations provision dealing with [repealed.]. Identify the actor, trigger, cumulative or alternative conditions, provisos, exceptions and legal consequence before reaching a conclusion.

Implementation control: Translate the provision into an owner, trigger, approval, evidence, deadline, exception and remedy control, then test connected law and State variation.

Section-level practical application

Transaction test

Apply this provision to the event-date facts and record every satisfied, disputed or inapplicable limb.

Consequence and remedy

Identify how it changes validity, title, authority, liability, payment, rejection, recovery, registration, evidence or relief.

Section 241 - [Repealed.]

Local statutory-text source control: Retained official India Code PDF extract. [Official India Code source](#) prevails.

Current statutory text

241. [Property left in business by retiring partner, or decreased partner's preventative.] Rep. by s. 73 and the Second Schedule, *ibid.*

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/control
Main rule	241. [Property left in business by retiring partner, or decreased partner's preventative.] Rep. by s. 73 and the Second Schedule, <i>ibid.</i>	Test this main limb within the commercial rights and obligations framework. Operational focus: 241. [property left in business by retiring partner, or decreased partner's preventative.] rep. by s. 73 and the.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 241 is a commercial rights and obligations provision dealing with [repealed.]. Identify the actor, trigger, cumulative or alternative conditions, provisos, exceptions and legal consequence before reaching a conclusion.

Implementation control: Translate the provision into an owner, trigger, approval, evidence, deadline, exception and remedy control, then test connected law and State variation.

Section-level practical application

Transaction test

Apply this provision to the event-date facts and record every satisfied, disputed or inapplicable limb.

Consequence and remedy

Identify how it changes validity, title, authority, liability, payment, rejection, recovery, registration, evidence or relief.

Section 242 - [Repealed.]

Local statutory-text source control: Retained official India Code PDF extract. [Official India Code source](#) prevails.

Current statutory text

242. [Servant or agent remunerated by share of profits, not a partner.] Rep. by s. 73 and the Second Schedule, *ibid*.

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/control
Main rule	242. [Servant or agent remunerated by share of profits, not a partner.] Rep. by s. 73 and the Second Schedule, <i>ibid</i> .	Test this main limb within the commercial rights and obligations framework. Operational focus: 242. [servant or agent remunerated by share of profits, not a partner.] rep. by s. 73 and the.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 242 is a commercial rights and obligations provision dealing with [repealed.]. Identify the actor, trigger, cumulative or alternative conditions, provisos, exceptions and legal consequence before reaching a conclusion.

Implementation control: Translate the provision into an owner, trigger, approval, evidence, deadline, exception and remedy control, then test connected law and State variation.

Section-level practical application

Transaction test

Apply this provision to the event-date facts and record every satisfied, disputed or inapplicable limb.

Consequence and remedy

Identify how it changes validity, title, authority, liability, payment, rejection, recovery, registration, evidence or relief.

Section 243 - [Repealed.]

Local statutory-text source control: Retained official India Code PDF extract. [Official India Code source](#) prevails.

Current statutory text

243. [Widow or child of deceased partner receiving annuity out of profits, not a partner.] Rep. by s. 73 and the Second Schedule, *ibid*.

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/control
Main rule	243. [Widow or child of deceased partner receiving annuity out of profits, not a partner.] Rep. by s. 73 and the Second Schedule, <i>ibid</i> .	Test this main limb within the commercial rights and obligations framework. Operational focus: 243. [widow or child of deceased partner receiving annuity out of profits, not a partner.] rep. by s.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 243 is a commercial rights and obligations provision dealing with [repealed.]. Identify the actor, trigger, cumulative or alternative conditions, provisos, exceptions and legal consequence before reaching a conclusion.

Implementation control: Translate the provision into an owner, trigger, approval, evidence, deadline, exception and remedy control, then test connected law and State variation.

Section-level practical application

Transaction test

Apply this provision to the event-date facts and record every satisfied, disputed or inapplicable limb.

Consequence and remedy

Identify how it changes validity, title, authority, liability, payment, rejection, recovery, registration, evidence or relief.

Section 244 - [Repealed.]

Local statutory-text source control: Retained official India Code PDF extract. [Official India Code source](#) prevails.

Current statutory text

244. [Person receiving portion of profits for sale of good-will, no a partner.] Rep. by s. 73 and the Second Schedule, *ibid.*

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/control
Main rule	244. [Person receiving portion of profits for sale of good-will, no a partner.] Rep. by s. 73 and the Second Schedule, <i>ibid.</i>	Test this main limb within the commercial rights and obligations framework. Operational focus: 244. [person receiving portion of profits for sale of good-will, no a partner.] rep. by s. 73 and.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 244 is a commercial rights and obligations provision dealing with [repealed.]. Identify the actor, trigger, cumulative or alternative conditions, provisos, exceptions and legal consequence before reaching a conclusion.

Implementation control: Translate the provision into an owner, trigger, approval, evidence, deadline, exception and remedy control, then test connected law and State variation.

Section-level practical application

Transaction test

Apply this provision to the event-date facts and record every satisfied, disputed or inapplicable limb.

Consequence and remedy

Identify how it changes validity, title, authority, liability, payment, rejection, recovery, registration, evidence or relief.

Section 245 - [Repealed.]

Local statutory-text source control: Retained official India Code PDF extract. [Official India Code source](#) prevails.

Current statutory text

245. [Responsibility of person leading another to believe him a partner.] Rep. by s. 73 and the Second Schedule, *ibid*.

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/control
Main rule	245. [Responsibility of person leading another to believe him a partner.] Rep. by s. 73 and the Second Schedule, <i>ibid</i> .	Test this main limb within the commercial rights and obligations framework. Operational focus: 245. [responsibility of person leading another to believe him a partner.] rep. by s. 73 and the second.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 245 is a commercial rights and obligations provision dealing with [repealed.]. Identify the actor, trigger, cumulative or alternative conditions, provisos, exceptions and legal consequence before reaching a conclusion.

Implementation control: Translate the provision into an owner, trigger, approval, evidence, deadline, exception and remedy control, then test connected law and State variation.

Section-level practical application

Transaction test

Apply this provision to the event-date facts and record every satisfied, disputed or inapplicable limb.

Consequence and remedy

Identify how it changes validity, title, authority, liability, payment, rejection, recovery, registration, evidence or relief.

Section 246 - [Repealed.]

Local statutory-text source control: Retained official India Code PDF extract. [Official India Code source](#) prevails.

Current statutory text

246. [Liability of person permitting him self to be represented as a partner.] Rep. by s. 73 and the Second Schedule, *ibid*.

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/control
Main rule	246. [Liability of person permitting him self to be represented as a partner.] Rep. by s. 73 and the Second Schedule, <i>ibid</i> .	Test this main limb within the commercial rights and obligations framework. Operational focus: 246. [liability of person permitting him self to be represented as a partner.] rep. by s. 73 and.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 246 is a commercial rights and obligations provision dealing with [repealed.]. Identify the actor, trigger, cumulative or alternative conditions, provisos, exceptions and legal consequence before reaching a conclusion.

Implementation control: Translate the provision into an owner, trigger, approval, evidence, deadline, exception and remedy control, then test connected law and State variation.

Section-level practical application

Transaction test

Apply this provision to the event-date facts and record every satisfied, disputed or inapplicable limb.

Consequence and remedy

Identify how it changes validity, title, authority, liability, payment, rejection, recovery, registration, evidence or relief.

Section 247 - [Repealed.]

Local statutory-text source control: Retained official India Code PDF extract. [Official India Code source](#) prevails.

Current statutory text

247. [Minor partner not personally liable, but his share is.] Rep. by s. 73 and the Second Schedule, *ibid.*

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/control
Main rule	247. [Minor partner not personally liable, but his share is.] Rep. by s. 73 and the Second Schedule, <i>ibid.</i>	Test this main limb within the commercial rights and obligations framework. Operational focus: 247. [minor partner not personally liable, but his share is.] rep. by s. 73 and the second schedule.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 247 is a commercial rights and obligations provision dealing with [repealed.]. Identify the actor, trigger, cumulative or alternative conditions, provisos, exceptions and legal consequence before reaching a conclusion.

Implementation control: Translate the provision into an owner, trigger, approval, evidence, deadline, exception and remedy control, then test connected law and State variation.

Section-level practical application

Transaction test

Apply this provision to the event-date facts and record every satisfied, disputed or inapplicable limb.

Consequence and remedy

Identify how it changes validity, title, authority, liability, payment, rejection, recovery, registration, evidence or relief.

Section 248 - [Repealed.]

Local statutory-text source control: Retained official India Code PDF extract. [Official India Code source](#) prevails.

Current statutory text

248. [Liability of minor partner on attaining majority.] Rep. by s. 73 and the Second Schedule, ibid

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/control
Main rule	248. [Liability of minor partner on attaining majority.] Rep. by s. 73 and the Second Schedule, ibid	Test this main limb within the commercial rights and obligations framework. Operational focus: 248. [liability of minor partner on attaining majority.] rep. by s. 73 and the second schedule, ibid.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 248 is a commercial rights and obligations provision dealing with [repealed.]. Identify the actor, trigger, cumulative or alternative conditions, provisos, exceptions and legal consequence before reaching a conclusion.

Implementation control: Translate the provision into an owner, trigger, approval, evidence, deadline, exception and remedy control, then test connected law and State variation.

Section-level practical application

Transaction test

Apply this provision to the event-date facts and record every satisfied, disputed or inapplicable limb.

Consequence and remedy

Identify how it changes validity, title, authority, liability, payment, rejection, recovery, registration, evidence or relief.

Section 249 - [Repealed.]

Local statutory-text source control: Retained official India Code PDF extract. [Official India Code source](#) prevails.

Current statutory text

249. [Partner's liability for debts of partnership.] Rep. bys. 73 and the Second Schedule, *ibid*.

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/control
Main rule	249. [Partner's liability for debts of partnership.] Rep. bys. 73 and the Second Schedule, <i>ibid</i> .	Test this main limb within the commercial rights and obligations framework. Operational focus: 249. [partner's liability for debts of partnership.] rep. bys. 73 and the second schedule, <i>ibid</i> .	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 249 is a commercial rights and obligations provision dealing with [repealed.]. Identify the actor, trigger, cumulative or alternative conditions, provisos, exceptions and legal consequence before reaching a conclusion.

Implementation control: Translate the provision into an owner, trigger, approval, evidence, deadline, exception and remedy control, then test connected law and State variation.

Section-level practical application

Transaction test

Apply this provision to the event-date facts and record every satisfied, disputed or inapplicable limb.

Consequence and remedy

Identify how it changes validity, title, authority, liability, payment, rejection, recovery, registration, evidence or relief.

Section 250 - [Repealed.]

Local statutory-text source control: Retained official India Code PDF extract. [Official India Code source](#) prevails.

Current statutory text

250. [Partner's liability to third person for neglect or fraud of co-partner.] Rep. by s. 73 and the Second Schedule, *ibid*.

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/control
Main rule	250. [Partner's liability to third person for neglect or fraud of co-partner.] Rep. by s. 73 and the Second Schedule, <i>ibid</i> .	Test this main limb within the commercial rights and obligations framework. Operational focus: 250. [partner's liability to third person for neglect or fraud of co-partner.] rep. by s. 73 and the.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 250 is a commercial rights and obligations provision dealing with [repealed.]. Identify the actor, trigger, cumulative or alternative conditions, provisos, exceptions and legal consequence before reaching a conclusion.

Implementation control: Translate the provision into an owner, trigger, approval, evidence, deadline, exception and remedy control, then test connected law and State variation.

Section-level practical application

Transaction test

Apply this provision to the event-date facts and record every satisfied, disputed or inapplicable limb.

Consequence and remedy

Identify how it changes validity, title, authority, liability, payment, rejection, recovery, registration, evidence or relief.

Section 251 - [Repealed.]

Local statutory-text source control: Retained official India Code PDF extract. [Official India Code source](#) prevails.

Current statutory text

251. [Partner’s power to bind co-partners.] Rep. by s. 73 and the Second Schedule, ibid.

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/control
Main rule	251. [Partner’s power to bind co-partners.] Rep. by s. 73 and the Second Schedule, ibid.	Test this main limb within the commercial rights and obligations framework. Operational focus: 251. [partner’s power to bind co-partners.] rep. by s. 73 and the second schedule, ibid.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 251 is a commercial rights and obligations provision dealing with [repealed.]. Identify the actor, trigger, cumulative or alternative conditions, provisos, exceptions and legal consequence before reaching a conclusion.

Implementation control: Translate the provision into an owner, trigger, approval, evidence, deadline, exception and remedy control, then test connected law and State variation.

Section-level practical application

Transaction test

Apply this provision to the event-date facts and record every satisfied, disputed or inapplicable limb.

Consequence and remedy

Identify how it changes validity, title, authority, liability, payment, rejection, recovery, registration, evidence or relief.

Section 252 - [Repealed.]

Local statutory-text source control: Retained official India Code PDF extract. [Official India Code source](#) prevails.

Current statutory text

252. [Annulment of contract defining partner’s rights and obligations.] Rep. by s. 73 and the Second Schedule, *ibid*.

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/control
Main rule	252. [Annulment of contract defining partner’s rights and obligations.] Rep. by s. 73 and the Second Schedule, <i>ibid</i> .	Test this main limb within the commercial rights and obligations framework. Operational focus: 252. [annulment of contract defining partner’s rights and obligations.] rep. by s. 73 and the second schedule, <i>ibid</i> .	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 252 is a commercial rights and obligations provision dealing with [repealed.]. Identify the actor, trigger, cumulative or alternative conditions, provisos, exceptions and legal consequence before reaching a conclusion.

Implementation control: Translate the provision into an owner, trigger, approval, evidence, deadline, exception and remedy control, then test connected law and State variation.

Section-level practical application

Transaction test

Apply this provision to the event-date facts and record every satisfied, disputed or inapplicable limb.

Consequence and remedy

Identify how it changes validity, title, authority, liability, payment, rejection, recovery, registration, evidence or relief.

Section 253 - [Repealed.]

Local statutory-text source control: Retained official India Code PDF extract. [Official India Code source](#) prevails.

Current statutory text

253. [Rules determining partner's mutual relations, where no contract to contrary.] Rep. by s. 73 and the Second Schedule, *ibid*.

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/control
Main rule	253. [Rules determining partner's mutual relations, where no contract to contrary.] Rep. by s. 73 and the Second Schedule, <i>ibid</i> .	Test this main limb within the commercial rights and obligations framework. Operational focus: 253. [rules determining partner's mutual relations, where no contract to contrary.] rep. by s. 73 and the second.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 253 is a commercial rights and obligations provision dealing with [repealed.]. Identify the actor, trigger, cumulative or alternative conditions, provisos, exceptions and legal consequence before reaching a conclusion.

Implementation control: Translate the provision into an owner, trigger, approval, evidence, deadline, exception and remedy control, then test connected law and State variation.

Section-level practical application

Transaction test

Apply this provision to the event-date facts and record every satisfied, disputed or inapplicable limb.

Consequence and remedy

Identify how it changes validity, title, authority, liability, payment, rejection, recovery, registration, evidence or relief.

Section 254 - [Repealed.]

Local statutory-text source control: Retained official India Code PDF extract. [Official India Code source](#) prevails.

Current statutory text

254. [When Court may dissolve partnership.] Rep. by s. 73 and the Second Schedule, ibid.

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/control
Main rule	254. [When Court may dissolve partnership.] Rep. by s. 73 and the Second Schedule, ibid.	Test this main limb within the commercial rights and obligations framework. Operational focus: 254. [when court may dissolve partnership.] rep. by s. 73 and the second schedule, ibid.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 254 is a commercial rights and obligations provision dealing with [repealed.]. Identify the actor, trigger, cumulative or alternative conditions, provisos, exceptions and legal consequence before reaching a conclusion.

Implementation control: Translate the provision into an owner, trigger, approval, evidence, deadline, exception and remedy control, then test connected law and State variation.

Section-level practical application

Transaction test

Apply this provision to the event-date facts and record every satisfied, disputed or inapplicable limb.

Consequence and remedy

Identify how it changes validity, title, authority, liability, payment, rejection, recovery, registration, evidence or relief.

Section 255 - [Repealed.]

Local statutory-text source control: Retained official India Code PDF extract. [Official India Code source](#) prevails.

Current statutory text

255. [Dissolution of partnership by prohibition of business.] Rep. by s. 73 and the Second Schedule, ibid.

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/control
Main rule	255. [Dissolution of partnership by prohibition of business.] Rep. by s. 73 and the Second Schedule, ibid.	Test this main limb within the commercial rights and obligations framework. Operational focus: 255. [dissolution of partnership by prohibition of business.] rep. by s. 73 and the second schedule, ibid.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 255 is a commercial rights and obligations provision dealing with [repealed.]. Identify the actor, trigger, cumulative or alternative conditions, provisos, exceptions and legal consequence before reaching a conclusion.

Implementation control: Translate the provision into an owner, trigger, approval, evidence, deadline, exception and remedy control, then test connected law and State variation.

Section-level practical application

Transaction test

Apply this provision to the event-date facts and record every satisfied, disputed or inapplicable limb.

Consequence and remedy

Identify how it changes validity, title, authority, liability, payment, rejection, recovery, registration, evidence or relief.

Section 256 - [Repealed.]

Local statutory-text source control: Retained official India Code PDF extract. [Official India Code source](#) prevails.

Current statutory text

256. [Rights and obligations of partners in partnership continued after expiry of term for which it was entered into.] Rep. by s. 73 and the Second Schedule, *ibid*.

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/control
Main rule	256. [Rights and obligations of partners in partnership continued after expiry of term for which it was entered into.] Rep. by s. 73 and the Second Schedule, <i>ibid</i> .	Test this main limb within the commercial rights and obligations framework. Operational focus: 256. [rights and obligations of partners in partnership continued after expiry of term for which it was entered.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 256 is a commercial rights and obligations provision dealing with [repealed.]. Identify the actor, trigger, cumulative or alternative conditions, provisos, exceptions and legal consequence before reaching a conclusion.

Implementation control: Translate the provision into an owner, trigger, approval, evidence, deadline, exception and remedy control, then test connected law and State variation.

Section-level practical application

Transaction test

Apply this provision to the event-date facts and record every satisfied, disputed or inapplicable limb.

Consequence and remedy

Identify how it changes validity, title, authority, liability, payment, rejection, recovery, registration, evidence or relief.

Section 257 - [Repealed.]

Local statutory-text source control: Retained official India Code PDF extract. [Official India Code source](#) prevails.

Current statutory text

257. [General duties of partners.] Rep. by s. 73 and the Second Schedule, ibid

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/control
Main rule	257. [General duties of partners.] Rep. by s. 73 and the Second Schedule, ibid	Test this main limb within the commercial rights and obligations framework. Operational focus: 257. [general duties of partners.] rep. by s. 73 and the second schedule, ibid.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 257 is a commercial rights and obligations provision dealing with [repealed.]. Identify the actor, trigger, cumulative or alternative conditions, provisos, exceptions and legal consequence before reaching a conclusion.

Implementation control: Translate the provision into an owner, trigger, approval, evidence, deadline, exception and remedy control, then test connected law and State variation.

Section-level practical application

Transaction test

Apply this provision to the event-date facts and record every satisfied, disputed or inapplicable limb.

Consequence and remedy

Identify how it changes validity, title, authority, liability, payment, rejection, recovery, registration, evidence or relief.

Section 258 - [Repealed.]

Local statutory-text source control: Retained official India Code PDF extract. [Official India Code source](#) prevails.

Current statutory text

258. [Account, to firm, of benefit derived from transaction affecting partnership.]Rep. by s. 73 and the Second Schedule, *ibid.*

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/control
Main rule	258. [Account, to firm, of benefit derived from transaction affecting partnership.]Rep. by s. 73 and the Second Schedule, <i>ibid.</i>	Test this main limb within the commercial rights and obligations framework. Operational focus: 258. [account, to firm, of benefit derived from transaction affecting partnership.]rep. by s. 73 and the second schedule.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 258 is a commercial rights and obligations provision dealing with [repealed.]. Identify the actor, trigger, cumulative or alternative conditions, provisos, exceptions and legal consequence before reaching a conclusion.

Implementation control: Translate the provision into an owner, trigger, approval, evidence, deadline, exception and remedy control, then test connected law and State variation.

Section-level practical application

Transaction test

Apply this provision to the event-date facts and record every satisfied, disputed or inapplicable limb.

Consequence and remedy

Identify how it changes validity, title, authority, liability, payment, rejection, recovery, registration, evidence or relief.

Section 259 - [Repealed.]

Local statutory-text source control: Retained official India Code PDF extract. [Official India Code source](#) prevails.

Current statutory text

259. [Obligations, to firm, of partner carrying on business.] Rep. by s. 73 and the Second Schedule, ibid.

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/control
Main rule	259. [Obligations, to firm, of partner carrying on business.] Rep. by s. 73 and the Second Schedule, ibid.	Test this main limb within the commercial rights and obligations framework. Operational focus: 259. [obligations, to firm, of partner carrying on business.] rep. by s. 73 and the second schedule, ibid.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 259 is a commercial rights and obligations provision dealing with [repealed.]. Identify the actor, trigger, cumulative or alternative conditions, provisos, exceptions and legal consequence before reaching a conclusion.

Implementation control: Translate the provision into an owner, trigger, approval, evidence, deadline, exception and remedy control, then test connected law and State variation.

Section-level practical application

Transaction test

Apply this provision to the event-date facts and record every satisfied, disputed or inapplicable limb.

Consequence and remedy

Identify how it changes validity, title, authority, liability, payment, rejection, recovery, registration, evidence or relief.

Section 260 - [Repealed.]

Local statutory-text source control: Retained official India Code PDF extract. [Official India Code source](#) prevails.

Current statutory text

260. [Revocation of continuing guarantee by charge by change in firm.] Rep. by the Indian Partnership Act, 1932 (9 of 1932), s. 73 and the Second Schedule.

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/control
Main rule	260. [Revocation of continuing guarantee by charge by change in firm.] Rep. by the Indian Partnership Act, 1932 (9 of 1932), s. 73 and the Second Schedule.	Test this main limb within the commercial rights and obligations framework. Operational focus: 260. [revocation of continuing guarantee by charge by change in firm.] rep. by the indian partnership act, 1932.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 260 is a commercial rights and obligations provision dealing with [repealed.]. Identify the actor, trigger, cumulative or alternative conditions, provisos, exceptions and legal consequence before reaching a conclusion.

Implementation control: Translate the provision into an owner, trigger, approval, evidence, deadline, exception and remedy control, then test connected law and State variation.

Section-level practical application

Transaction test

Apply this provision to the event-date facts and record every satisfied, disputed or inapplicable limb.

Consequence and remedy

Identify how it changes validity, title, authority, liability, payment, rejection, recovery, registration, evidence or relief.

Section 261 - [Repealed.]

Local statutory-text source control: Retained official India Code PDF extract. [Official India Code source](#) prevails.

Current statutory text

261. [Non-liability of deceased partner's estate for subsequent obligations.] Rep. by s. 73 and the Second Schedule, *ibid.*

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/control
Main rule	261. [Non-liability of deceased partner's estate for subsequent obligations.] Rep. by s. 73 and the Second Schedule, <i>ibid.</i>	Test this main limb within the commercial rights and obligations framework. Operational focus: 261. [non-liability of deceased partner's estate for subsequent obligations.] rep. by s. 73 and the second schedule, <i>ibid.</i>	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 261 is a commercial rights and obligations provision dealing with [repealed.]. Identify the actor, trigger, cumulative or alternative conditions, provisos, exceptions and legal consequence before reaching a conclusion.

Implementation control: Translate the provision into an owner, trigger, approval, evidence, deadline, exception and remedy control, then test connected law and State variation.

Section-level practical application

Transaction test

Apply this provision to the event-date facts and record every satisfied, disputed or inapplicable limb.

Consequence and remedy

Identify how it changes validity, title, authority, liability, payment, rejection, recovery, registration, evidence or relief.

Section 262 - [Repealed.]

Local statutory-text source control: Retained official India Code PDF extract. [Official India Code source](#) prevails.

Current statutory text

262. [Payment of partnership debts, and of separate debts.] Rep. by s. 73and the Second Schedule, ibid.

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/control
Main rule	262. [Payment of partnership debts, and of separate debts.] Rep. by s. 73and the Second Schedule, ibid.	Test this main limb within the commercial rights and obligations framework. Operational focus: 262. [payment of partnership debts, and of separate debts.] rep. by s. 73and the second schedule, ibid.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 262 is a commercial rights and obligations provision dealing with [repealed.]. Identify the actor, trigger, cumulative or alternative conditions, provisos, exceptions and legal consequence before reaching a conclusion.

Implementation control: Translate the provision into an owner, trigger, approval, evidence, deadline, exception and remedy control, then test connected law and State variation.

Section-level practical application

Transaction test

Apply this provision to the event-date facts and record every satisfied, disputed or inapplicable limb.

Consequence and remedy

Identify how it changes validity, title, authority, liability, payment, rejection, recovery, registration, evidence or relief.

Section 263 - [Repealed.]

Local statutory-text source control: Retained official India Code PDF extract. [Official India Code source](#) prevails.

Current statutory text

263. [Continuance, of partners rights and obligations after dissolution.] Rep. by s. 73and the Second Schedule, ibid.

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/control
Main rule	263. [Continuance, of partners rights and obligations after dissolution.] Rep. by s. 73and the Second Schedule, ibid.	Test this main limb within the commercial rights and obligations framework. Operational focus: 263. [continuance, of partners rights and obligations after dissolution.] rep. by s. 73and the second schedule, ibid.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 263 is a commercial rights and obligations provision dealing with [repealed.]. Identify the actor, trigger, cumulative or alternative conditions, provisos, exceptions and legal consequence before reaching a conclusion.

Implementation control: Translate the provision into an owner, trigger, approval, evidence, deadline, exception and remedy control, then test connected law and State variation.

Section-level practical application

Transaction test

Apply this provision to the event-date facts and record every satisfied, disputed or inapplicable limb.

Consequence and remedy

Identify how it changes validity, title, authority, liability, payment, rejection, recovery, registration, evidence or relief.

Section 264 - [Repealed.]

Local statutory-text source control: Retained official India Code PDF extract. [Official India Code source](#) prevails.

Current statutory text

264. [Notice of dissolution.] Rep. by s. 73and the Second Schedule, ibid.

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/control
Main rule	264. [Notice of dissolution.] Rep. by s. 73and the Second Schedule, ibid.	Test this main limb within the commercial rights and obligations framework. Operational focus: 264. [notice of dissolution.] rep. by s. 73and the second schedule, ibid.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 264 is a commercial rights and obligations provision dealing with [repealed.]. Identify the actor, trigger, cumulative or alternative conditions, provisos, exceptions and legal consequence before reaching a conclusion.

Implementation control: Translate the provision into an owner, trigger, approval, evidence, deadline, exception and remedy control, then test connected law and State variation.

Section-level practical application

Transaction test

Apply this provision to the event-date facts and record every satisfied, disputed or inapplicable limb.

Consequence and remedy

Identify how it changes validity, title, authority, liability, payment, rejection, recovery, registration, evidence or relief.

Section 265 - [Repealed.]

Local statutory-text source control: Retained official India Code PDF extract. [Official India Code source](#) prevails.

Current statutory text

265. [Right of partners to apply for winding-up after termination of partnership.] Rep. by s. 73 and the Second Schedule, *ibid*.

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/control
Main rule	265. [Right of partners to apply for winding-up after termination of partnership.] Rep. by s. 73 and the Second Schedule, <i>ibid</i> .	Test this main limb within the commercial rights and obligations framework. Operational focus: 265. [right of partners to apply for winding-up after termination of partnership.] rep. by s. 73 and the.	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 265 is a commercial rights and obligations provision dealing with [repealed.]. Identify the actor, trigger, cumulative or alternative conditions, provisos, exceptions and legal consequence before reaching a conclusion.

Implementation control: Translate the provision into an owner, trigger, approval, evidence, deadline, exception and remedy control, then test connected law and State variation.

Section-level practical application

Transaction test

Apply this provision to the event-date facts and record every satisfied, disputed or inapplicable limb.

Consequence and remedy

Identify how it changes validity, title, authority, liability, payment, rejection, recovery, registration, evidence or relief.

Section 266 - [Repealed.]

Local statutory-text source control: Retained official India Code PDF extract. [Official India Code source](#) prevails.

Current statutory text

266. [Limited-liability partnerships, incorporate partnerships, and joint-stock companies.] Rep. by s. 73and the Second Schedule, *ibid*.
SCHEDULE.—[Enactments repealed.] Rep. by the Repealing and Amending Act, 1914 (10 of 1914), s. 3 and the Second Schedule.

Finin2min clause-by-clause decode

Clause	Statutory requirement	Finin2min meaning	Evidence/control
Main rule	266. [Limited-liability partnerships, incorporate partnerships, and joint-stock companies.] Rep. by s. 73and the Second Schedule, <i>ibid</i> . SCHEDULE.—[Enactments repealed.] Rep. by the Repealing and Amending Act, 1914 (10 of 1914), s. 3 and the Second Schedule.	Test this main limb within the commercial rights and obligations framework. Operational focus: 266. [limited-liability partnerships, incorporate partnerships, and joint-stock companies.] rep. by s. 73and the second schedule, <i>ibid</i> . schedule.—[enactments repealed.].	Contract/deed, authority, chronology, notices, performance and payment records tied to this limb.

Finin2min implementation explanation

Section 266 is a commercial rights and obligations provision dealing with [repealed.]. Identify the actor, trigger, cumulative or alternative conditions, provisos, exceptions and legal consequence before reaching a conclusion.

Implementation control: Translate the provision into an owner, trigger, approval, evidence, deadline, exception and remedy control, then test connected law and State variation.

Section-level practical application

Transaction test

Apply this provision to the event-date facts and record every satisfied, disputed or inapplicable limb.

Consequence and remedy

Identify how it changes validity, title, authority, liability, payment, rejection, recovery, registration, evidence or relief.

Practical examples and calculations

Chapter scenario

A live transaction raises issues concerning historical partnership provisions and successor mapping. Freeze the event date, map each statutory condition, preserve authority and performance evidence, quantify exposure and choose remedy only after limitation and forum review.

Calculation	Method	Evidence
Price / consideration	Reconcile base amount, GST/tax, credits, retention, deductions and payment terms.	Contract, invoice, ledger, tax documents and bank proof.
Loss / compensation	Separate direct loss, consequential loss, avoided cost, mitigation, restitution, interest and stipulated sum.	Loss model, market evidence and mitigation log.
Partner settlement	Reconcile capital, current accounts, loans, drawings, profit share, assets, liabilities and goodwill.	Deed, ledgers, bank records and valuation.
Limitation	Record accrual, breach/refusal, notice, acknowledgment, exclusion and filing date.	Chronology and limitation memorandum.

Practical transaction application

1. Identify the transaction, relationship, parties and event date.
2. Map every provision to the contract/deed and actual conduct.
3. Record conditions satisfied, disputed, waived, excused or prevented.
4. Reconcile authority, delivery/performance, acceptance, payment and notices.
5. Quantify exposure and choose cure, termination, recovery, settlement or litigation strategy.

Authority, consent and execution controls

Authority

- Correct legal entities and counterparties.
- Board, partner, power-of-attorney or delegated authority.
- Ordinary-course and implied-authority limits.
- Third-party knowledge of restrictions.

Consent

- Offer, acceptance and agreed version.
- Capacity, free consent and disclosures.
- Conditions precedent and approvals.
- No unauthorised post-execution alteration.

Execution

- Complete schedules and annexures.
- Witnessing, attestation and e-sign audit trail.
- Counterparts, date and place.
- Original and certified-copy custody.

Stamp duty and registration alerts

Stamp duty is State/UT-specific. Classify the true instrument, place of execution or receipt, consideration and property. Registration is a separate enquiry. Insufficient stamping may require impounding; non-registration may affect property and third-party enforceability.

Instrument	Alert
Commercial agreement	Do not default to a generic article if the substance is indemnity, guarantee, security, transfer, lease or another specifically charged instrument.
Partnership deed/reconstitution	Check capital contribution, immovable property, retirement/dissolution and Registrar filing separately.
Sale of movable goods	Coordinate contract, invoice, GST/e-invoice, transport and sectoral records.
Property-related relief	Check compulsory registration, title, court fee and decree-registration effects.

Evidence and document-retention checklist

Core file

- Executed agreement and every amendment
- Authority and approval trail
- Negotiation and version history
- Notices and receipt proof
- Performance and acceptance evidence
- Invoices, ledger and bank proof
- Loss and mitigation working
- Limitation and forum note

Electronic evidence

- Native email/message and metadata.
- Version history and e-sign certificate.
- System logs and acknowledgements.
- Legal hold and defensible export.

Retention

- Executed originals and amendments.
- Authority and entity records.
- Tax, payment and accounting records.
- Claims and litigation records through final disposal.

Forms, registers and operational records

Record/form	Control
No universal statutory form	The Act generally works through agreements, notices and evidence rather than prescribed Central forms.
Contract register	Maintain owner, counterparty, value, term, renewal, governing law and dispute route.
Breach/claim file	Preserve notice, causation, loss, mitigation and remedy decision.

Performance, delivery and payment controls

Stage	Control	Proof
Obligation matrix	List each reciprocal obligation, owner, due date, dependency and consequence.	Signed matrix tied to contract sections.
Delivery/ performance	Record dispatch, carrier, title/risk point, milestones, inspection and acceptance/rejection.	Delivery documents, certificates and correspondence.
Payment	Reconcile invoice, tax, credit, retention, set-off, due date and bank receipt.	Invoice, e-invoice, ledger and bank proof.
Change/cure	Use authorised variation and cure procedures; avoid informal waiver.	Change order, approval and cure closure.

Breach, loss, mitigation and remedy framework

1. Identify the exact obligation and legally material breach.
2. Confirm causation, remoteness, foreseeability and proof of loss.
3. Record mitigation, avoided cost and substitute performance.
4. Test damages, price, restitution, lien, stoppage, accounts, dissolution, specific performance, injunction, rescission, rectification, cancellation or declaration.
5. Check remedy election, double recovery, caps/exclusions and public policy.

Limitation and forum controls

Control	Analysis
Accrual	Classify cause of action and record breach, refusal, knowledge, demand and continuing-obligation dates.
Limitation	Apply the correct article; test acknowledgment, part-payment, exclusion and disability.
Jurisdiction	Check territorial/pecuniary rules, Commercial Courts threshold, exclusive forum and special court.
Interim relief	Assess preservation, injunction, receiver, security and evidence protection.
Appeal/ enforcement	Map decree/award challenge, execution, interest and cross-border enforcement.

Arbitration and mediation interface

- Validate agreement, signatories, scope, seat, rules and appointment mechanism.
- Separate substantive rights from forum selection and identify non-arbitrable issues.
- Check interim measures, consolidation, joinder and multi-contract issues.
- Preserve limitation during negotiation or mediation.
- Record settlement authority, confidentiality, tax, stamp and enforceability.

Company, partnership, GST and tax overlays

Overlay	Questions
Companies Act	Authority, objects, approvals, related-party, loan/guarantee/security and disclosure requirements.
Partnership/LLP	Deed/LLP authority, current constitution and public records.
GST	Supply, time/place/value, invoice/e-invoice, ITC, credit note, advance, damages and settlement treatment.
Income tax/TDS	Withholding, partner remuneration/interest, capital/revenue, bad debt, settlement and transfer consequences.
IBC/FEMA/ consumer	Moratorium and avoidance, cross-border payment/governing law, consumer and e-commerce protection.

Binding and foundational judicial principles

Authority	Principle	Verification
Mohori Bibee v. Dharmodas Ghose	Capacity: a minor cannot be made contractually liable through an agreement treated as enforceable against the minor.	Verify official judgment and later treatment.
Bhagwandas Goverdhandas Kedia v. Girdharilal Parshottamdas	Communication rules determine where and when acceptance creates a concluded contract.	Verify official judgment and later treatment.
Central Inland Water Transport Corp. v. Brojo Nath Ganguly	Unconscionable terms and unequal bargaining power may engage public-policy and undue-influence analysis.	Verify official judgment and later treatment.
Satyabrata Ghose v. Mugneeram Bangur & Co.	Section 56 covers practical impossibility and frustration, not merely literal physical impossibility.	Verify official judgment and later treatment.
Fateh Chand v. Balkishan Das	A stipulated sum does not automatically become recoverable; reasonable compensation remains the statutory measure.	Verify official judgment and later treatment.
Kailash Nath Associates v. DDA	Section 74 compensation requires legal injury and cannot operate as an automatic windfall.	Verify official judgment and later treatment.

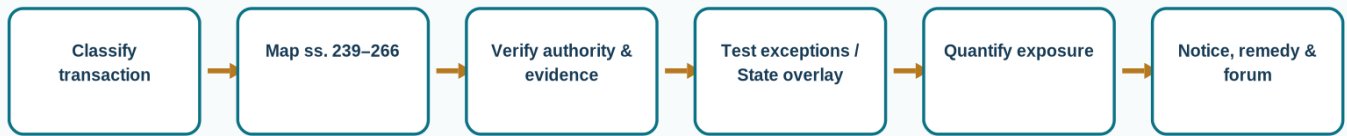
Central and State/UT variation alerts

Stamp duty, registration, court fee, civil procedure and State amendments must be checked for the instrument and forum.

Use the State/UT variation register in the data folder for the live source checklist.

Chapter-specific decision flowchart

ICA-C12 · Finin2min decision path



Repealed provisions and transition to the partnership act, 1932. Verify the current official source before professional reliance.

Finin2min Q&A

What decision does ICA-C12 help a business make?

It determines how historical partnership provisions and successor mapping should be classified, documented, performed and enforced under sections 239-266 of the Indian Contract Act, 1872.

Which provision should be read first in ICA-C12?

Begin with section 239 ([Repealed.]) and then read the connected definitions, exceptions and remedy provisions in sequence.

What is the principal implementation risk in ICA-C12?

Applying a commercial label without proving the statutory conditions for historical partnership provisions and successor mapping, or acting without authority, notice, performance and payment evidence.

Which execution checks are specific to ICA-C12?

Confirm the correct entities, signatory authority, consent, complete annexures, stamp and registration treatment, digital audit trail and approvals relevant to historical partnership provisions and successor mapping.

How should evidence be indexed for ICA-C12?

Link every section in the chapter with the contract or deed, authority, chronology, notices, performance, delivery, payment, loss and remedy evidence supporting it.

What calculation should be retained for ICA-C12?

Retain the relevant price, tax, interest, partner-account, loss, mitigation, restitution or relief working with sources and assumptions, not only the final number.

How does limitation affect ICA-C12?

Classify the precise cause of action associated with historical partnership provisions and successor mapping, record accrual, refusal, notice, acknowledgment and exclusion dates, and apply the correct Limitation Act article.

Can arbitration resolve every dispute arising under ICA-C12?

Arbitration may govern the forum, but it does not validate illegality, remove mandatory rules or make a non-arbitrable subject arbitrable. Check scope, seat and interim relief.

Which tax and entity overlays should be checked for ICA-C12?

Check Companies Act authority and related-party controls, partnership constitution, GST supply and invoice consequences, withholding, accounting and insolvency effects.

What is the final professional sign-off for ICA-C12?

Confirm the current statutory source, section conclusions, State variation, authority, calculation, limitation, remedy, forum and complete evidence trail.

Why is section 266 important to ICA-C12?

Section 266 ([Repealed.]) completes the chapter control and must be tested independently.

Official sources and verification status

- [Indian Contract Act, 1872 - India Code](#)
- Official Gazette and applicable State/UT Gazette, Registrar and court portals.
- Review date: 2026-07-18.