**No. 49
PARTNERSHIP**

*(Title)*

A.B., the above named plaintiff, states as follows:--

1. He and C.D., the defendant, have been for.... years [or months] past carrying on business together under articles of partnership in writing [or under a deed, or under a verbal agreement].

2. Several disputes and differences have arisen between the plaintiff and defendant as such partners whereby it has become impossible to carry on the business in partnership with advantage to the partners. [or the defendant has committed the following breaches of the partnership articles:--
(1)
(2)
(3) ]
[As in paras 4 and 5 of Form No. 1.]

5. The plaintiff claims:--
(1) dissolution of the partnership;
(2) that accounts be taken;
(3) that a receiver be appointed.
[NB : In suits for the winding up of any partnership , omit the claim for dissolution; and instead insert a paragraph stating the facts of the partnership having been dissolved.]

(4) WRITTEN STATEMENTS

*General defenses*

**Denial**

The defendant denies that (set out facts).
The defendant does not admit that (set out facts).
The defendant admits that ...... but says that.....

**Protest**

The defendant denies that he is a partner in the defendant firm of ....
The defendant denies that he made the contract alleged or any contract with the plaintiff.
The defendant denies that he contracted with the plaintiff as alleged or at all.
The defendant admits assets but not the plaintiff's claim.
The defendant denies that the plaintiff sold to him the goods mentioned in the plaint or any of them.

**Limitation**

The suit is barred by article .... or article ..... of the Second Schedule to the Indian Limitation Act, 1877 (15 of 1877)\*.

**Jurisdiction**

The court has no jurisdiction to hear the suit on the ground that (set forth the grounds).
On the ...... day of ..... a diamond ring was delivered by the defendant to and accepted by the plaintiff in discharge of the alleged cause of action.

**Insolvency**

The defendant has been adjudged an insolvent.
The plaintiff before the institution of the suit was adjudged an insolvent and the right to use vested in the receiver.

**Minority**

The defendant was a minor at the time of making the alleged contract.

**Payment into Court**

The defendant as to the whole claim (or as to Rs..... part of the money claimed) (or as the case may be) has paid into court Rs....... and says that this sum in enough to satisfy the plaintiff's claim (or the part aforesaid).

**Performance remitted**

The performance of the promise alleged was remitted on the (date).

**Rescission**

The contract was rescinded by agreement between the plaintiff and defendant.

**Res judicata**

The plaintiff's claim is barred by the decree in suit (give the reference).

**Estoppel**

The plaintiff is estopped from denying the truth of (insert statement as to which estoppel is claimed) because (here state the facts relied on as creating the estoppel).
Ground of defence subsequent to institution of suit.
Since the institution of the suit, that so to say, on the .... day of ........ (set out facts).