Test - 1

The Indian Partnership Act, 1932 (Unit - 1)

Q.1:- What is the maximum number of a partner in partnership firm?

- (a) 10 (b) 100 (d) 200
- (c) 20

Q.2:- A partnership at will is one which does not:

- (a) Have any deed
- (b) Have any partner
- (c) Provide for how long the business will continue
- (d) Dissolves

Q.3:- When partnership deed does not exist then the profit sharing ratio among the partners will be:

- (a) Capital Ratio
- (b) Equal Ratio (c) Sacrifice Ratio (d) Gain Ratio

Q.4:- The Indian Partnership Act came into existence in the year:

(a)	1857	(b)	1872
(C)	1932	(d)	1972

Q.5:- Partnership can be formed for:

- (a) A fixed Period
- (b) A particular adventure
- (c) At will
- (d) All of the above

Q6:- Which of the following is not an essential characteristic of partnership?

- (a) The business must be carried on by all or any of them acting for all
- (b) The partnership deed must be in writing
- (c) There must be sharing of profits of business
- (d) There must be an agreement

Q7:- A partnership is deemed to be a partnership at will when:

- (a) No fixed period has been agreed upon for the duration of partnership
- (b) There is no provision made as to the determination of partnership in any other wav
- (c) Both (a) and (b) above
- (d) None of the above

Q8:- What is the difference between a partner and a co-owner:

- (a) Partner is the agent of the other partners while co-owner is not the agent of other co-owners
- (b) Partner has a lien on the firm property while a co-owner has no lien on the property
- (c) Partners must share profits and losses but co-owners does not necessarily share profits and losses
- (d) All of the above

Q9:- What is the difference between a Joint Hindu Family and a Partnership?

- (a) In a Joint Hindu Family, firm arises by contract whereas in partnership firm arises from status
- (b) In a Joint Hindu Family, Karta is liable for all business activities whereas in partnership all partners are jointly not liable
- (c) Death leads to dissolution of partnership whereas it does not leads to dissolution of family business
- (d) All of the above

Q10:- A minor when admitted to the benefits of the partnership

- (a) Is liable for all the liabilities of the firm in person
- (b) Is liable for all the liabilities of the firm through his properties
- (c) Is never liable for any of the liabilities of the firm
- (d) Is liable in accordance with the provisions of the Indian Partnership Act, 1932

Q11:- Active partner is one who:

- (a) Takes part in the business of the firm
- (b) Actively participates in co-curricular activities
- (c) Actively shares the profits
- (d) Makes a show of authority

Q12:- Which of the following is correct:

- (a) Liability of a partner in a partnership firm is unlimited
- (b) Liability of a member of a HUF is unlimited
- (c) Both the above
- (d) None of the above

Q13:- Where a partner agrees to share his profits in the firm with a third person, that third person is called:

- (a) Nominal partner
- (b) Sub partner
- (c) Active partner

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(d) Partner in profits only

Q14:- Holding out partners become liable for the acts of the firm:

- (a) Personally and individually
- (b) Jointly
- (c) Liable with his family member
- (d) Not liable

Q15:- Which of these statements is not true with respect to a Joint Hindu Family business?

- (a) It can have only female members
- (b) A Joint Hindu Family firm arises on the basis of status i.e. birth or by operation of law
- (c) Death of a coparcener does not dissolve the Joint Hindu Family firm
- (d) Coparcener is liable only to the extent of his share in the family property

Q16:- X and Y formed a partnership firm to undertake construction of a Terminal for Northern Railway at Pune. This partnership is a:

- (a) Limited partnership
- (b) Partnership at will
- (c) Particular partnership
- (d) Joint venture

Q17:- In the absence of agreement to the contrary all partners are:

- (a) Entitled to share profits equally
- (b) Entitled to share in capital ratio
- (c) Entitled to share in proportion to their ages
- (d) Not entitled to share profits

Q18:- A partnership cannot be formed between:

- (a) Individuals
- (b) Artificial persons
- (c) Two partnership firms
- (d) Natural person and artificial persons

Q19:- According to the Partnership Act, "Business" includes:

- (a) Trade (b) Occupation
- (c) Profession (d) All of the above

Q20:- Which of the following constitutes Partnership?

- (a) Members of HUF carrying on family business
- (b) Persons who have inherited a house property jointly
- (c) Two parties carrying on business for defined share in profits.

(d) A Burmese Buddhist husband and wife carrying on a business

Q21:- In relation to a Firm or Partnership, "Third Party" means:

- (a) A relative Partner
- (b) Lineal ascendant of a Partner
- (c) Lineal descendant of a Partner
- (d) Any person who is not a partner in the Firm

Q22:- To form a Partnership, the minimum capital contribution should be:

- (a) Rs.1 Lakh
- (b) Rs.5 Lakh
- (c) Rs.1 Crore
- (d) There is no minimum limit

Q23:- Minor when admitted into Partnership:

- (a) Can interfere in the day to day affairs of the Firm
- (b) Cannot inspect any books of accounts of the Firm
- (c) Becomes personally liable
- (d) Can opt to continue as a Partner or not, on attaining majority

Q24:- Which of these statements does not reflect the mutual agency principle in Partnership?

- (a) The Partner is both an Agent and Principal
- (b) A Partner can, by his act bind other partners and is in .turn bound by acts of other Partners.
- (c) All Partners should actively participate in the business"
- (d) Business may be managed by one or more Partners

Q25:- With inperiod on his attaining majority or obtaining knowledge that he has been admitted to the benefits of the Partnership, whichever is later, a minor may. Give public notice of his decision to continue or withdraw from the Firm.

(a) Three months (b) Six months (c) Nine months (d) One year ------Best of Luck ------

