

VIDYA BHAWAN BALIKA VIDYA PITH

शक्तिउत्थानआश्रमलखीसरायबिहार

Class 12 commerce Sub. ACT Date 29.7.2020

Teacher name – Ajay Kumar Sharma

Dissolution of Partnership Firm

5.3 Settlement of Accounts

In case of dissolution of a firm, the firm ceases to conduct business and has to settle its accounts. For this purpose, it disposes off all its assets for satisfying all the claims against it. In this context it should be noted that, subject to agreement among the partners, the following rules as provided in Section 48 of the Partnership Act 1932 shall apply.

(a) Treatment of Losses

Losses, including deficiencies of capital, shall be paid :

- (i) first out of profits,*
- (ii) next out of capital of partners, and*
- (iii) lastly, if necessary, by the partners individually in their profits sharing ratio.*

(b) Application of Assets

The assets of the firm, including any sum contributed by the partners to make up deficiencies of capital, shall be applied in the following manner and order:

- (i) In paying the debts of the firm to the third parties;*
- (ii) In paying each partner proportionately what is due to him/her from the firm for advances as distinguished from capital (i.e. partner's loan);*
- (iii) In paying to each partner proportionately what is due to him on account of capital; and*
- (iv) the residue, if any, shall be divided among the partners in their profit sharing ratio.*

Thus, the amount realised from assets along with contribution from partners, if required, shall be utilised first to pay off the outside liabilities of the firm such as creditors, loans, bank overdraft, bill payables, etc. (it may be noted that secured loans have precedence over the unsecured loans); the balance should be applied to repay loans and advances made by the partners to the firm. (in case the balance amount is not adequate enough to pay off such loans and advances, they are to be paid proportionately); and surplus, if any is to be utilised in settlement of the capital account balances, after adjusting all profits and losses.

Private Debts and Firm's Debts: Where both the debts of the firm and private debts of a partner co-exist, the following rules, as stated in Section 49 of the Act, shall apply.

- (a) The property of the firm shall be applied first in the payment of debts of the firm and then the surplus, if any, shall be divided among the partners as per their claims, which can be utilised for payment of their private liabilities.*
- (b) The private property of any partner shall be applied first in payment of his private debts and the surplus, if any, may be utilised for payment of the firm's debts, in case the firm's liabilities exceed the firm's assets.*

It may be noted that the private property of the partner does not include the personal properties of his wife and children. Thus, if the assets of the firm are not adequate enough to pay off firm's liabilities, the partners have to contribute out of their net private assets (private assets minus private liabilities).

Inability of a Partner to Contribute Towards Deficiency

In the context of settlement of accounts among the partners there is still another important aspect to be noted, i.e., when a partner is unable to contribute towards the deficiency of his capital account (the account finally showing a debit balance), he/she is said to be insolvent, and the sum not recoverable is treated as capital loss for the firm. In the absence of any agreement, to the contrary, such a capital loss is to be borne by the remaining solvent partners in accordance with the principle laid down in *Garner vs. Murray* case, which states that the solvent partners have to bear such loss in the ratio of their capitals as on the date of dissolution. However, the accounting treatment relating to dissolution of partnership on account of insolvency of partners is not being taken up at this stage.

5.4 Accounting Treatment

When the firm is dissolved, its books of account are to be closed and the profit or loss arising on realisation of its assets and discharge of liabilities is to be computed. For this purpose, a Realisation Account is prepared to ascertain the net effect (profit or loss) of realisation of assets and payment of liabilities which may be transferred to partner's capital accounts in their profit sharing ratio. Hence, all assets (other than cash in hand bank balance and fictitious assets, if any), and all external liabilities are transferred to this account. It also records the sale of assets, and payment of liabilities and realisation expenses. The balance in this account is termed as profit or loss on realisation which is transferred to partners' capital accounts in their profit sharing ratio (see figure 5.1)

Dr.	Realisation Account		Cr.
Particulars	Amount (Rs.)	Particulars	Amount (Rs.)
<i>Assets :</i>		<i>Liabilities :</i>	
Land and Building	xxx	Sundry creditors	xxx
Plant and Machinery	xxx	Bills payables	xxx
Furniture and Fittings	xxx	Bank overdraft	xxx
Bills receivables	xxx	Outstanding expenses	xxx
Sundry debtors	xxx	Provision for doubtful debts	xxx
Cash/Bank	xxx	Cash/Bank (sale of assets)	xxx
(payment of liabilities)		Partner's capital account	xxx
Cash/Bank	xxx	(assets taken by the partner)	
(payment of unrecorded liabilities)		Loss (transferred to partners	xxx
Partner's capital account	xxx	capital accounts)	
(liability assumed by the partner)			
Profit (transferred to partners' capital account in their profit sharing ratio)	xxx		
Total	xxxxx	Total	xxxxx

Fig. 5.1: Format of Realisation Account