

ICAI CA FOUNDATION BUSINESS LAW **(JULY 2021)**

Answer 1:

- (a) (i) **Void.** An agreement in restraint of legal proceeding is the one by which any party thereto is restricted absolutely from enforcing his rights under a contract through a Court or which abridges the usual period for starting legal proceedings. A contract of this nature is void.
- (ii) **Valid.** Where two courts have jurisdiction to try a suit, an agreement between the parties that the suit should be filed in one of those courts alone and not in the other shall be valid.
- (iii) **Void.** Here, the two parties are thinking about different subject matter so that there is no real consent and the agreement is void.
- (iv) **Valid.** This is the exception of agreement in restraint of the trade therefore agreement is valid.
- (b) As per Rule 3 & 4 of the Companies (Incorporation) Rules, 2014 following the answers:
- (a) Yes, it is mandatory for Z to withdraw her nomination in the said OPC as she is leaving India permanently as only a natural person who is an Indian citizen and resident in India shall be a nominee in OPC.
- (b) Yes, Z can continue her nomination in the said OPC, if she maintained the status of Resident of India after her marriage by staying in India.
- (c) According to Section 26 of Sales of Goods Act, unless otherwise agreed, the goods remain at the seller's risk until the property therein is transferred to the buyer, but when the property therein is transferred to the buyer, the goods are at the buyer's risk whether delivery has been made or not.
 It is provided that, were delivery has been delayed because of the fault of either buyer or seller, the goods are at the risk of the party in fault as regards any loss which might not have occurred but for such fault.
 Provided also that nothing in the section shall affect the duties or liabilities of either seller or buyer as bailee of the goods of the other party.

Answer 2:

- (a) **Definition of 'Contingent Contract' (Section 31 of Indian Contract Act)**
 "A contract to do or not to do something, if some event, collateral to such contract, does or does not happen".
 Contracts of Insurance, indemnity and guarantee fall under this category.
Example 1: A contracts to pay B Rs. 1,00,000 if B's house is burnt. This is a contingent contract.
Example 2: A makes a contract with B to buy his house for Rs. 5,00,000 if he is able to secure to bank loan for that amount. The contract is contingent contract.

RULES RELATING TO ENFORCEMENT

The rules relating to enforcement of a contingent contract are laid down in **sections 32, 33, 34, 35 and 36 of the Indian Contract Act.**

- (a) **Enforcement of contracts contingent on an event happening** here a contract identifies happening of a future contingent event, the contract cannot be enforced until and unless the event 'happens'. If the happening of the event becomes impossible, then the contingent contract is void.
 Section 32 says that "where a contingent contract is made to do or not to do

anything if an uncertain future event happens, it cannot be enforced by law unless and until that event has happened. If the event becomes impossible, such contracts become void”.

Example 9: A contracts to pay B a sum of money when B marries C. C dies without being married to B. The Contract becomes void.

(b) Enforcement of contracts contingent on an event not happening:

Where a contingent contract is made contingent on a non-happening of an event, it can be enforced only when it's happening becomes impossible. Section 33 says that “Where a contingent contract is made to do or not do anything if an uncertain future event does not happen, it can be enforced only when the happening of that event becomes impossible and not before”.

Example 10: Where ‘P’ agrees to pay ‘Q’ a sum of money if a particular ship does not return, the contract becomes enforceable only if the ship sinks so that it cannot return.

Where A agrees to pay sum of money to B if certain ship does not return however the ship returns back. Here the contract becomes void.

(c) A contract would cease to be enforceable if it is contingent upon the conduct of a living person when that living person does something to make the ‘event’ or ‘conduct’ as impossible of happening.

Section 34 says that “if a contract is contingent upon as to how a person will act at an unspecified time, the event shall be considered to have become impossible when such person does anything which renders it impossible that he should so act within any definite time or otherwise than under further contingencies”.

Example 11: Where ‘A’ agrees to pay ‘B’ a sum of money if ‘B’ marries ‘C’. ‘C’ marries ‘D’. This act of ‘C’ has rendered the event of ‘B’ marrying ‘C’ as impossible; it is though possible if there is divorce between ‘C’ and ‘D’.

In **Frost V. Knight**, the defendant promised to marry the plaintiff on the death of his father. While the father was still alive, he married another woman. It was held that it had become impossible that he should marry the plaintiff and she was entitled to sue him for the breach of the contract.

(d) Contingent on happening of specified event within the fixed time:

Section 35 says that Contingent contracts to do or not to do anything, if a specified uncertain event happens within a fixed time, becomes void if, at the expiration of time fixed, such event has not happened, or if, before the time fixed, such event becomes impossible.

Example 12: A promises to pay B a sum of money if certain ship returns within a year. The contract may be enforced if the ship returns within the year, and becomes void if the ship is burnt within the year.

(e) Contingent on specified event not happening within fixed time:

Section 35 also says that - “Contingent contracts to do or not to do anything, if a specified uncertain event does not happen within a fixed time, may be enforced by law when the time fixed has expired, and such event has not happened or before the time fixed has expired, if it becomes certain that such event will not happen”.

Example 13: A promises to pay B a sum of money if a certain ship does not return within a year. The contract may be enforced if the ship does not return within the year, or is burnt within the year.

(f) Contingent on an impossible event (Section 36): Contingent agreements to do or not to do anything, if an impossible event happens are void, whether the impossibility of the event is known or not to the parties to the agreement at the time when it is made.

Example 14: ‘A’ agrees to pay ‘B’ Rs. one lakh if sun rises in the west next

morning. This is an impossible event and hence void.

Example 15: X agrees to pay Y Rs. 1,00,000 if two straight lines should enclose a space. The agreement is void.

- (b) LLP is an alternative corporate business form that gives the benefits of limited liability of a company and the flexibility of a partnership

Limited Liability: Every partner of a LLP is, for the purpose of the business of LLP, the agent of the LLP, but not of other partners (Section 26 of the LLP Act, 2008). The liability of the partners will be limited to their agreed contribution in the LLP, while the LLP itself will be liable for the full extent of its assets.

Flexibility of a partnership: The LLP allows its members the flexibility of organizing their internal structure as a partnership based on a mutually arrived agreement. The LLP form enables entrepreneurs, professionals and enterprises providing services of any kind or engaged in scientific and technical disciplines, to form commercially efficient vehicles suited to their requirements. Owing to flexibility in its structure and operation, the LLP is a suitable vehicle for small enterprises and for investment by venture capital.

Answer 3:

- (a) In the absence of any usage or custom of trade to the contrary, the implied authority of a partner does not empower him to-

- (a) Submit a dispute relating to the business of the firm to arbitration;
- (b) open a banking account on behalf of the firm in his own name;
- (c) compromise or relinquish any claim or portion of a claim by the firm;
- (d) withdraw a suit or proceedings filed on behalf of the firm;
- (e) admit any liability in a suit or proceedings against the firm;
- (f) acquire immovable property on behalf of the firm;
- (g) transfer immovable property belonging to the firm; and
- (h) enter into partnership on behalf of the firm.

- (b) Section 42 of the Indian Contract Act, 1872 requires that when two or more persons have made a joint promise, then, unless a contrary intention appears from the contract, all such persons jointly must fulfill the promise. In the event of the death of any of them, his representative jointly with the survivors and in case of the death of all promisors, the representatives of all jointly must fulfill the promise. Section 43 allows the promisee to seek performance from any of the joint promisors. The liability of the joint promisors has thus been made not only joint but "joint and several". Section 43 provides that in the absence of express agreement to the contrary, the promisee may compel any one or more of the joint promisors to perform the whole of the promise.

Section 43 deals with the contribution among joint promisors. The promisors, may compel every joint promisor to contribute equally to the performance of the promise (unless a contrary intention appears from the contract). If any one of the joint promisors makes default in such contribution the remaining joint promisors must bear the loss arising from such default in equal shares.

Where two or more persons have made a joint promise, a release of one of such joint promisors by the promisee does not discharge the other joint promisor or joint promisors, neither does it free the joint promisors so released from responsibility to the other joint promisor or promisors.

As per the provisions of above section:

- (i) Yes L can compel only Y to pay the entire loan of Rs. 90,000 but Y can demand Rs. 30,000 from X and Rs. 30,000 from Z.
- (ii) Yes L can compel only the legal representative of Y to pay the loan of Rs.

- 90,000 but legal representative of Y can demand Rs. 30,000 from legal representative of X and Rs. 30,000 from legal representative of Z.
- (iii) If Y and Z are released then X is liable towards L and if X is released from L then Y and Z are liable towards L and X is liable towards Y and Z.

Answer 4:

(a) RIGHTS OF UNPAID SELLER AGAINST THE BUYER(SECTIONS 55-61)

Rights of unpaid seller against the buyer personally: An unpaid seller can enforce certain rights against the goods as well as against the buyer personally. Rights of unpaid seller against the buyer are otherwise known as seller's remedies for breach of contract of sale. The rights of the seller against the buyer personally are called rights in personam and are in addition to his rights against the goods.

The right against the buyer are as follows:

1. **Suit for price (Section 55)**
 - (a) Where under a contract of sale, the property in the goods has passed to the buyer and the buyer wrongfully neglects or refuses to pay for the goods according to the terms of the contract, the seller may sue him for the price of the goods. [Section 55(1)]
 - (b) Where under a contract of sale, the price is payable on a certain day irrespective of delivery and the buyer wrongfully neglects or refuses to pay such price, the seller may sue him for the price although the property in the goods has not passed and the goods have not been appropriated to the contract. [Section 55(2)].
2. **Suit for damages for non-acceptance (Section 56):** Where the buyer wrongfully neglect or refuses to accept and pay for the goods, the seller may sue him for damages for non-acceptance. As regards measure of damages, Section 73 of the Indian Contract Act, 1872 applies in this case.
3. **Repudiation of contract before due date (Section 60):** Where the buyer repudiates the contract before the date of delivery, the seller may treat the contract as rescinded and sue damages for the breach. This is known as the 'rule of anticipatory breach of contract'.
4. **Suit for interest [Section 61]:** Where there is specific agreement between the seller and the buyer as to interest on the price of the goods from the date on which payment becomes due, the seller may recover interest from the buyer. If, however, there is no specific agreement to this effect, the seller may charge interest on the price when it becomes due from such day as he may notify to the buyer.

In the absence of a contract to the contrary, the Court may award interest to the seller in a suit by him at such rate as it thinks fit on the amount of the price from the date of the tender of the goods or from the date on which the price was payable.

- (b)**
- (i) As per Sec. 29 of Indian Partnership Act.
 - (i) A share in partnership firm is transferable like any other property.
 - (ii) But as the partnership relationship is based on mutual confidence.
 - (iii) The assignee of partner's interest by sale, mortgage or otherwise cannot enjoy the same right and privilege as original partner.
 - (ii) The right of transferee on retirement of transferring partner are as follows:
 - (i) Transfree is entitled to receive the share of assests of firm to which the transferring partner was entitled.
 - (ii) To ascertain his share, he is entitled to access and inspect accounts of firm.

So applying above provision in the said case.

CONCLUSION :

- (i) Mr. M can validly transfer his interest in firm by way of sale.
- (ii) Mr. Y is entitled to aforeside right after the retirement of Mr. M from firm.

Answer 5:

- (a)** According to provision of condition as to sample and condition as to description under Sale of Good Act 1930.

a) Provision :

When sale in made by sample there is implied condition that.

- (i) Seller must provide a reasonable opportunity to buyer for inspecting the bulk.
- (ii) The bulk must correspond with sample in terms of quality.
- (iii) The goods must be free from latent defect which render them un-mercantable.

If above conditions is not satisfied buyer is entitled to reject the good.

- b)** If goods are brought under description then the implied condition is that good must correspond with such description otherwise buyer is entitled to reject the good.

Conclusion :

- (i) In this case Mrs. Das does not have any option of grievances against seller.
- (ii) In this case, Mrs. Das specified the exact requirement as to length of rice, therefore can reject the good as rice do not correspond with discription given by her.

(b) On the basis of control:

- a) Holding and subsidiary companies:** 'Holding and subsidiary' companies are relative terms.

A company is a holding company in relation to one or more other companies, means a company of which such companies are subsidiary companies. [Section 2(46)]

For the purposes of this clause, the expression "company" includes any body corporate.

Whereas section 2(87) defines "subsidiary company" in relation to any other company (that is to say the holding company), means a company in which the holding company—

- (i) controls the composition of the Board of Directors; or
- (ii) exercises or controls more than one-half of the total voting power either at its own or together with one or more of its subsidiary companies:

Provided that such class or classes of holding companies as may be prescribed shall not have layers of subsidiaries beyond such numbers as may be prescribed.

For the purposes of this section —

- (I) a company shall be deemed to be a subsidiary company of the holding company even if the control referred to in sub-clause (i) or sub-clause (ii) is of another subsidiary company of the holding company;
- (II) the composition of a company's Board of Directors shall be deemed to be controlled by another company if that other company by exercise of some power exercisable by it at its discretion can appoint or remove all or a majority of the directors;
- (III) the expression "company" includes anybody corporate;

(IV) "layer" in relation to a holding company means its subsidiary or subsidiaries.

Example 2: A will be subsidiary of B, if B controls the composition of the Board of Directors of A, i.e., if B can, without the consent or approval of any other person, appoint or remove a majority of directors of A.

Example 3: A will be subsidiary of B, if B holds more than 50% of the share capital of A.

Example 4: B is a subsidiary of A and C is a subsidiary of B. In such a case, C will be the subsidiary of

A. In the like manner, if D is a subsidiary of C, D will be subsidiary of B as well as of A and so on.

Status of private company, which is subsidiary to public company: In view of Section 2(71) of the Companies Act, 2013 a Private company, which is subsidiary of a public company shall be deemed to be public company for the purpose of this Act, even where such subsidiary company continues to be a private company in its articles.

b) Associate company [Section 2(6)]: In relation to another company, means a company in which that other company has a significant influence, but which is not a subsidiary company of the company having such influence and includes a joint venture company.

Explanation. — For the purpose of this clause —

(a) the expression "significant influence" means control of at least twenty per cent of total voting power, or control of or participation in business decisions under an agreement;

(b) the expression "joint venture" means a joint arrangement whereby the parties that have joint control of the arrangement have rights to the net assets of the arrangement.

The term "Total Share Capital", means the aggregate of the -

(a) Paid-up equity share capital; and

(b) Convertible preference share capital.

This is a new definition inserted in the 2013 Act.

Vide General Circular no. 24/2014 dated 25th of June 2014, the Ministry of Corporate Affairs has clarified that the shares held by a company in another company in a 'fiduciary capacity' shall not be counted for the purpose of determining the relationship of 'associate company' under section 2(6) of the Companies Act, 2013.

Example 5: A Ltd. is a Public Company and holds 23% of share capital in B Ltd. and 15% share capital of C Ltd. By virtue of the shareholding pattern, B Ltd. will be known as the Associate Company of A Ltd. (as the holding is more than 20%), whereas C Ltd. will not be Associate as the require 20% is not there and hence no significant influence.

Answer 6:

(a) Subsequent or Supervening impossibility (Becomes impossible after entering into contract): When performance of promise become impossible or illegal by occurrence of an unexpected event or a change of circumstances beyond the contemplation of parties, the contract becomes void e.g. change in law etc. In other words, sometimes, the performance of a contract is quite possible when it is made. But subsequently, some event happens which renders the performance impossible or unlawful. **Such impossibility is called the subsequent or supervening. It is also called the post-contractual impossibility.** The effect of such impossibility is that it makes the contract void, and the parties are discharged from further performance of the contract.

Example 31: 'A' and 'B' contracted to marry each other. Before the time fixed for the marriage, 'A' became mad. In this case, the contract becomes void due to subsequent impossibility, and thus discharged.

- (b) Mode of Settlement of partnership accounts (Section 48):** In settling the accounts of a firm after dissolution, the following rules shall, subject to agreement by the partners, be observed:-
- (i) Losses, including deficiencies of capital, shall be paid first out of profits, next out of capital, and, lastly, if necessary, by the partners individually in the proportions in which they were entitled to share profits;
 - (ii) The assets of the firm, including any sums contributed by the partners to make up deficiencies of capital, must be applied in the following manner and order:
 - (a) in paying the debts of the firm to third parties;
 - (b) in paying to each partner rateably what is due to him from capital;
 - (c) in paying to each partner rateably what is due to him on account of capital; and
 - (d) the residue, if any, shall be divided among the partners in the proportions in which they were entitled to share profits.
- (c) (a) Company limited by shares:** Section 2(22) of the Companies Act, 2013, defines that when the liability of the members of a company is limited by its memorandum of association to the amount (if any) unpaid on the shares held by them, it is known as a company limited by shares.
- It thus implies that for meeting the debts of the company, the shareholder may be called upon to contribute only to the extent of the amount, which remains unpaid on his shareholdings. His separate property cannot be encompassed to meet the company's debt.
- It may be worthwhile to know that though a shareholder is a co-owner of the company, he is not a co-owner of the company's assets. The ownership of the assets remains with the company, because of its nature as a legal person. The extent of the rights and duties of a shareholder as co-owner is measured by his shareholdings.
- (b) Company limited by guarantee:** Section 2(21) of the Companies Act, 2013 defines it as the company having the liability of its members limited by the memorandum to such amount as the members may respectively undertake by the memorandum to contribute to the assets of the company in the event of its being wound up.
- Thus, the liability of the member of a guarantee company is limited upto a stipulated sum mentioned in the memorandum. Members cannot be called upon to contribute beyond that stipulated sum.
- The **common features** between a 'guarantee company' and 'the company having share capital' are legal personality and limited liability. In the latter case, the member's liability is limited by the amount remaining unpaid on the share, which each member holds. Both of them have to state in their memorandum that the members' liability is limited.
- However, the point of **distinction** between these two types of companies is that in the former case the members may be called upon to discharge their liability only after commencement of the winding up and only subject to certain conditions; but in the latter case, they may be called upon to do so at any time, either during the company's life-time or during its winding up.
- It is clear from the definition of the guarantee company that it does not raise its initial working funds from its members. Therefore, such a company may be

useful only where no working funds are needed or where these funds can be held from other sources like endowment, fees, charges, donations, etc.

In **Narendra Kumar Agarwal vs. Saroj Maloo**,

The Supreme Court has laid down that the right of a guarantee company to refuse to accept the transfer by a member of his interest in the company is on a different footing than that of a company limited by shares. The membership of a guarantee company may carry privileges much different from those of ordinary shareholders.

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Mittal Commerce Classes

BUSINESS CORRESPONDENCE AND REPORTING

(JULY 2021)

Answer 7:

- (a)
- (i) The employee attrition rate in an Organisation refers to the proportion of employees who leave the Organization during a certain time period.
 - (ii) To reduce high employee attrition organizations have to hire right manpower for the right position. Second important aspect is to have competitive pay structure matching with the industry. Employees need to be acknowledged and given praise when due. A career path should be provided to employees to give them a sense of direction.
 - (iii) A high employee turnover rate results in an unfavourable effect on the morale of the remaining employees. Existing employees may face additional stress, resulting in lower productivity. In addition lower productivity of the existing employees due to a decline in morale, additional productivity is lost as existing employees must guide new incumbent how to adapt to the organizational culture and the new position.
 - (iv) A high employee turnover rate may suffer from an unfavourable public image. For example, working in the call centre is seen as undesirable due to its turnover rates.

(b) (i) **Artificial Intelligence**

- 1. Fear towards AI
 - (a) AI will make pro defunct
 - (b) Mass Panic
 - (c) hos towards tec
- 2. Benefits of AI
 - (a) Auto Mundane
 - (b) quicker services at a lower price
- 3. AI and Legal Profession
 - (a) Save working hours of lawyers
 - (b) lawyers build trust among clients

Key:

- (1) AI = Artificial Intelligence
- (2) pro = profession
- (3) tec = technology
- (4) Auto = Automating
- (5) hos = hostility

(ii) **Artificial Intelligence and its Benefits**

There is a fear that artificial intelligence can make mass panic and hostility towards technology. Artificial Intelligence can provide quicker services at a lower price. It helps in saving working hours of lawyers. Lawyers can build trust among their clients.

Answer 8:

- (a) **Physical Barriers** : There are a result of our surroundings. Noises, technical disturbances, outdated equipments, distant locations, officer doors, separate areas for people of different areas, large office spaces, old technologies and lack of appropriate infrastructures can lead to problems in transmission of message.

- (b) (i) (d) fasten
 (ii) (a) deceptive
 (iii) He said to me that it would be nice if he could see me again.

(c) **The Sinking Estonia**

Estonia Sunk in the Baltic Sea. Although it was well designed and has the proper number of lifeboats, most of the passengers were dead. Only 139 survived. The rest died of hypothermia before the rescuers could pluck them from the cold sea. There was a big question why most of the dead were woman, children and the elderly.

Answer 9:

- (a) While both are kinds of English language as forms of communication, the approach and objectives of these two widely vary from each other. The approach for the general English leans more on the basic, conversational, day-to-day use of words, while business English is a systematic and complex mode of speaking the said language. Business English is used in work places or offices for business communication.

OR

Focus and Attention: Everyday work environment has multiple activities going on simultaneously. The ringing of a phone, an incoming email, or a number of tasks requiring your attention, anxiety related to work, emotional distress etc. can distract you. Such distractions are detrimental to the communication process with an individual or a group of people. You may overlook or completely miss important points or cues in the interaction. Thus, keeping your focus and attention during the communiqué is imperative for effective communication.

- (b) (i) Let the culprit be brought.
 (ii) The authorities will launch three cleanliness campaigns in the park.
 (iii) The group shouted that honesty in the best policy.

(c) **Government decision to open multiplexes after almost a year**

By - XYZ

16 July, New Delhi. The central government has allowed full occupancy in cinema halls and multiplexes starting from February 1.

In this regard, the Ministry of Information and Broadcasting has issued a set of standard operating procedures (SOPs) for cinema halls and theatres to prevent the spread of the ongoing novel coronavirus.

Indian film critic and trade analyst Taran Adarsh shared the news on his Instagram handle. He wrote "BIGGG NEWS... 100% seating capacity allowed in cinemas/theatres/multiplexes. SOPs issued by Ministry of Information & Broadcasting."

The SOPs also stated that no films shall be screened in containment zones. To ensure the safety of viewers, cinema halls have taken some other measures too apart from the mandatory wearing of masks and temperature checks. Theatres will have separated seats, staggered show timings, and bookings, mandatory social distancing, and digital payments are being encouraged.

In its last set of guidelines issued earlier this month, the government had allowed cinema halls to operate at a higher capacity. In October 2020, the Centre had allowed cinema halls to operate at 50 per cent seating capacity.

This move by the Ministry of Information and Broadcasting should come as a relief to cinema halls that were closed for nearly seven months last year due to the ongoing

COVID-19 pandemic. Even after opening they have been struggling with low audience attendance and very few new film offerings.

Stakeholders will also be happy with this decision for increased capacity, as several big-ticket films including '83', starring Ranveer Singh and Deepika Padukone, 'Sooryavanshi,' starring Akshay Kumar, Ajay Devgn and Singh, and 'Radhe', starring Salman Khan have been ready for months, awaiting release.

Answer 10:

(a) Essentials of oral communication

- a. Pronunciation
- b. Listening & conversation
- c. Spoken grammar
- d. Vocabulary
- e. Noticing language
- f. Presentations, face to face or video interview

- (b)**
- (i) Were paintings in the exhibition liked by them?
 - (ii) We should not eat food from road side vendors during Covid pandemic as a safety precaution.
 - (iii) Mr. X asked the cashier if he had change for five hundred rupees.

(c) 'Covid' Certificate must for attending Parliamentary session.

By - XYZ

All Members of Parliament will need to have a **COVID-19** negative certificate to enter the premises in the **monsoon session** that begins on September 14. A set of detailed guidelines have been issued by both Lok Sabha and Rajya Sabha Secretariat with the recommendations of the Indian Council of Medical Research (ICMR) and the Health Ministry.

This test needs to be done 72 hours before the session commences. Those MPs who have been unable to undertake the test will need to do so on the day they arrive at the Parliament's reception. And they can enter only if their rapid antigen test comes out negative. Even when an MP's staff or family member tests positive, the guidelines says that the MP will need to self-quarantine for 14 days.

These guidelines have been issued after consultations held between the two presiding officers, Rajya Sabha Chairman Venkaiah Naidu and Lok Sabha Speaker Om Birla. They individually also met senior officials from the Home Ministry, the Health Ministry and the ICMR.

The members will have to wear masks at all times, even while participating in a debate. "MPs would be encouraged to avoid going out of the Parliament during the course of a day's proceedings unless necessary to avoid contracting infection externally," the guidelines says.

No hard copies

Hard copies of Parliamentary papers such as list of business, copies of bills, ordinances and other documents also have been discontinued. The copies of these documents will be sent electronically. MPs have been requested to avoid calling any visitors to the Parliament unless absolutely necessary. In the pre-pandemic times, the MPs used to arrange huge groups from their constituency to visit and the school children also were routinely brought around for a tour of the Parliament.

The Parliament canteen would offer only packed meals, tea and coffee during the course of the session. This, too, would be given in disposable containers.

Answer 11:

- (a) "Communication is a process of exchanging information, ideas, thoughts, feelings and emotions through speech, signal, writing, or behaviour. In communication process, a sender (encoder) encodes a message and then using a medium/channel sends it to the receiver (decoder) who decodes the message and after processing information sends back appropriate feedback/reply using a medium/channel. The characteristics of effective communication are Clarity, Conciseness, Concreteness, Coherence, Completeness, Courteousness, Listening for Understanding, Focus and Attention: Everyday work environment, Emotional Awareness and Control.
- (b) (i) (c) Make a big issue out of a small thing
(ii) (c) Basic strength of a group or company
(iii) Whom did you not like at the party?
(iv) (d) Failure
- (c) R-27, Block-A
Greater Kailash
Pune - 56

17 May, 20XX

Mr. Ashok Gupta
247, Block No. 6
New Delhi-25

Dear Sir,

Subject: Reduction in rent during Covid-19 pandemic.

I would like to make an urgent request regarding the Reduction of rent at this difficult time.

Because of Covid-19 pandemic I am getting less payment from my employer. It is very difficult for me to fulfill my basic necessities. So it's a humble request to reduce to rent or waive off the rent for 3 months.

It will be a great help if you can do this favour to me.

Thanking you

Yours Faithfully

XYZ

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