

(GCF-8, GCF-10 to GCF-13 &amp; SCF-4)

DATE: 05.10.2018

MAXIMUM MARKS: 100

TIMING: 3¼ Hours

**PAPER 2: BUSINESS LAW & BUSINESS CORRESPONDENCE & REPORTING**

Question No. 1 is Compulsory. Answer any four question from the remaining five questions.  
Wherever necessary, suitable assumptions should be made and disclosed by way of note forming part of the answer.

Working Notes should form part of the answer.

**Answer 1:**

(a) {Yes, B can proceed against the assets of X. (1M)}

{According to **section 68** of the Indian Contract Act, 1872 "If a person, incapable of entering into a contract, or any one whom he is legally bound to support, is supplied by another person with necessaries suited to his condition in life, the person who has furnished such supplies is entitled to be reimbursed from the property of such incapable person." (2M)}

{Since the loan given to X is for the necessaries suited to the conditions in life of the minor, his assets can be sued to reimburse B. (1M)}

(b) **Section 3** of the Companies Act, 2013 states that a company may be formed for any lawful purpose by 7 or more persons in case of public company, 2 or more persons in case of private company and 1 person in case of a one person company. Hence, a company cannot be formed for an unlawful purpose or for carrying on illegal business.

**Section 9** of the Act further provides that from the date of incorporation mentioned in the certificate of incorporation, such subscribers to the memorandum and all other persons, as may from time to time, become members of the company, shall be a body corporate capable of exercising all the functions of an incorporated company under this Act. Under this Act a company can be formed for a lawful purpose. Hence, a company cannot be formed in the first place for an illegal business activity. (2M)

In the present case the Registrar was at fault in issuing the certificate of incorporation but the issue of the certificate of incorporation does not give the company the right to do illegal business.

On applying the above provisions in the present problem, the company's contention is wrong. Though a certificate of incorporation is a conclusive evidence of its formation and existence,, it does not render its illegal objectives as legal. In **Bowman v. Secular Society Ltd.**, the court held that the statute does not provide that all or any of the objects specified in the memorandum, if otherwise illegal, would be rendered legal by the certificate. Therefore, the contention of the company that the nature of business cannot be gone into after the certificate of incorporation has been obtained is not tenable. Moreover, the illegality of its objects is adequate grounds for the Registrar to rectify his gross mistake and suo motto take necessary steps to cancel the certificate of incorporation. (2M)

**(c) Distinction between Sale and An Agreement to Sell**

Basis of difference	Sale	Agreement to sell
Transfer of property	The property in the goods passes to the buyer	Property in the goods passes to the buyer immediately. buyer on

	immediately.	future date or on fulfillment of some condition.
Nature of contract	It is an executed contract. i.e. contract for which consideration has been paid.	It is an executory contract. i.e. contract for which consideration is to be paid at a future date.
Remedies for breach	The seller can sue the buyer for the price of the goods because of the passing of the property therein to the buyer.	The aggrieved party can sue for damages only and not for the price, unless the price was payable at a stated date.
Liability of parties	A subsequent loss or destruction of the goods is the liability of the buyer.	Such loss or destruction is the liability of the seller.
Burden of risk	Risk of loss is that of buyer since risk follows ownership.	Risk of loss is that of seller.
Nature of rights	Creates Jus in rem	Creates Jus in personam
Right of resale	The seller cannot resell the goods.	The seller may sell the goods since ownership is with the seller.

(1 Mark Each for every correct 4 points)

**Answer 2:**

**(a) DISCHARGE OF A CONTRACT**

A contract is said to be discharged or performed in following cases:

- (1) **Discharge by Performance:** A contract is discharged by performance when both the parties of the contract have fulfilled their obligations under a contract. discharge by performance may be:

(a) **By Actual performance :** In case of actual performance both the parties have done what they have to do under the contract.

(b) **By attempted performance:** . When the promisor offers to perform his obligation, but the promisee refuses to accept the performance, it amounts to attempted performance or tender.

- (2) **Discharge by Mutual Agreement :** The parties to a contract may discharge the contract by making the mutual agreement between them.

**Note:** In case of Novation, Rescission, alteration and Remission a contract is discharged by mutual agreement.

- (3) **Discharge by impossibility of performance :** When a contract is impossible to perform then a contract is becomes is discharged.

Impossibility may exist from very start then in this case a contract will be void ab-initio i.e. void from beginning or there may be subsequent or supervening impossibility.

Supervening impossibility may take place due to :

- (a) Any change in law.
- (b) The destruction of the subject matter essential to that performance.
- (c) the non-existence or non-occurrence of particular state of things, which was naturally contemplated for performing the contract, as a result of some personal incapacity like dangerous malady
- (d) In case of declaration of war.

1M for every correct 6 points

- (4) **Discharge by Lapse of Time** :A contract should be performed within a specified time otherwise it is discharged.  
**Specified Period:** What is specified period it can be interpreted from contract or what is prescribed by the limitation Act.
- For Example:** If a creditor does not file a suit against the buyer for recovery of the price within three years, the debt becomes time-barred and hence irrecoverable.
- (5) **Discharge by Operation of Law** :A contract may be discharged by operation of law i.e. by death of the promisor, by insolvency, by merger.
- (6) **In case of breach of contract**
- (7) A promise may dispense with or **remit** the performance of the promise made to him or may accept any satisfaction he thinks fit. In the first case, the contract will be discharged by remission and in the second by accord and satisfaction (Section 63).
- (8) When a person neglects or refuses to provide the reasonable facilities to another party promisor so as to perform the promise then in this case promisor is also discharged from his liability.
- (9) **Merger**:-When inferior right get merged into superior right contract for inferior right gets discharged.

**(b) Distinction between LLP and Limited Liability Company (LLC)**

	Basis	LLP	LLC
1.	Regulating Act	The LLP Act, 2008.	The Companies Act, 2013.
2.	Members/Partners	The persons who contribute to LLP are known as partners of the LLP.	The persons who invest the money in the shares are known as members of the company.
3.	Internal governance structure	The internal governance structure of a LLP is governed by agreement between the partners.	The internal governance structure of a company is regulated by statute (i.e., Companies Act, 2013).
4.	Name	Name of the LLP to contain the word "Limited Liability partnership" or "LLP" as suffix.	Name of the public company to contain the word "limited" and Private company to contain the word "Private limited" as suffix.
5.	Number of members/partners	Minimum – 2 members Maximum – No such limit on the members in the Act. The members of the LLP can be individuals/or body corporate through the nominees.	Private company: Minimum – 2 members Maximum – 200 members Public company: Minimum – 7 members Maximum – No such limit on the members. Members can be organizations, trusts, another business form or individuals.
6.	Liability of members/	Liability of a partners is limited to the extent of agreed	Liability of a member is limited to the amount unpaid on the

1M each for every correct 6 points

	partners	contribution except in case of willful fraud.	shares held by them.
7.	Management	The business of the company managed by the partners including the designated partners authorized in the agreement.	The affairs of the company are managed by board of directors elected by the shareholders.
8.	Minimum number of directors/designated partners	Minimum 2 designated partners.	Private Co. – 2 directors Public Co. – 3 directors

**Answer 3:****(a) Right of outgoing partner to carry on competing business (Section 36):**

- An outgoing partner can carry on business competing with that of the firm and he may advertise such business in any manner which he deems fit.
- But he cannot use the firm name, Represent himself as carrying on the old business, and Solicit the customers of the old firm.
- A retiring partner may agree with the existing partners not to carry on a similar business within a specified period or within specified local limits. Such an agreement will not be in restraint of trade if the restraint is reasonable.

**(3M)****Right of outgoing partner to share subsequent profits (Section 37)**

- Where any partner has died or ceased to be a partner, and the surviving or continuing partners carry on the business of the firm with the property of the firm without any final settlement of accounts as between them then the outgoing partner or his estate, the or his representative has following options:

**(1M)**

- a)** The right to such share of the profit made since he ceased to be a partner as may be attributable to the use of his share of the property of the firm

**Or****(2M)**

- b)** To interest @ 6% per annum on the amount of his share in the property of the firm.

**(b) BREACH OF CONTRACT: DAMAGES:** Section 73 of the Indian Contract Act, 1872 lays down that when a contract has been broken the party who suffers by such breach is entitled to receive from the party who has broken the contract compensation for any loss or damage caused to him thereby which naturally arose in the usual course of things from such breach or which the parties knew when they made the contract to be likely to result from the breach of it.

The leading case on this point is "**Hadley v. Baxendale**" in which it was decided by the Court that the special circumstances under which the contract was actually made were communicated by the plaintiff to the defendant, and thus known to both the parties to the contract, the damages resulting from the breach of such contract which they would reasonably contemplate, would be the amount of injury which would ordinarily follow from the breach of contract under these special circumstances so known and communicated.

**(3M)**



The problem asked in this question is based on the provisions of Section 73 of the Indian Contract Act, 1872. In the instant case 'X' had intimated to 'Z' that he was purchasing water bottles from him for the purpose of performing his contract with 'Y'. Thus, 'Z' had the knowledge of the special circumstances. Therefore, 'X' is entitled to claim from 'Z' Rs. 500/- at the rate of 0.50 paise i.e. 1000 water bottles x 0.50 paise (difference between the procuring price of water bottles and contracted selling price to 'Y' ) being the amount of profit 'X' would have made by the performance of his contract with 'Y'.

(2M)

If 'X' had not informed 'Z' of 'Y's contract then the amount of damages would have been the difference between the contract price and the market price on the day of default. In other words, the amount of damages would be Rs. 750/- (i.e. 1000 water bottles x 0.75 paise)

(1M)

**Answer 4:****(a) PASSING OF PROPERTY IN CASE OF UNASCERTAINED GOODS :**

In case of a contract for the sale of unascertained or future goods, ownership passes to the buyer when goods are ascertained.

(1M)

**The rules in Respect of Passing of Property of Unascertained Goods are as Follows:**

**(1) Goods by Description:** In this case property passes to the buyer when the goods are **appropriated** to the contract either by the seller with the assent of the buyer or by the buyer with the assent of the seller.

(1M)

**(2) Delivery to the carrier:** Where the seller does not reserve the right of disposal of the property in the goods will pass to the buyer **as soon as the goods are delivered to the carrier** or any other sort of bailee, for the purpose of transmission to the buyer.

(1M)

**Appropriation of goods:**

Appropriation of goods involves selection of goods with the intention of using them in performance of the contract and with the mutual consent of the seller and the buyer.

(½M)

The essentials are:

- The goods should conform to the description and quality stated in the contract.
- The goods must be in a deliverable state.
- The goods must be unconditionally (as distinguished from an intention to appropriate) appropriated to the contract either by delivery to the buyer or his agent or the carrier.
- The appropriation must be made by:
  - the seller with the assent of the buyer; or
  - the buyer with the assent of the seller.
- The assents may be express or implied.
- The assent may be given either before or after appropriation.

2.5 (½ Mark for every correct 5 points)

(b) As regards the question whether in the case of a registered firm (whose business was carried on after its dissolution by death of one of the partners), a suit can be filed by the remaining partners in respect of any subsequent dealings or transactions without notifying to the Registrar of Firms, the changes in the constitution of the firm, it was decided that the remaining partners should sue in respect of such subsequent dealings or transactions even though the firm was not registered again after such dissolution and no notice of the partner was given to the Registrar. (1M)

The test applied in these cases was whether the plaintiff satisfied the only two requirements of Section 69(2) of the Act namely,

- (i) the suit must be instituted by or on behalf of the firm which had been registered;
- (ii) the person suing had been shown as partner in the register of firms. In view of this position of law, the suit is in the case by B and C against X in the name and on behalf of A & Co. is maintainable. 1.5 M each

Where a new partner is introduced, the fact is to be notified to Registrar who shall make a record of the notice in the entry relating to the firm in the Register of firms. Therefore, the firm cannot sue as D's (new partner's) name has not been entered in the register of firms. It was pointed out that in the second requirement, the phrase "person suing" means persons in the sense of individuals whose names appear in the register as partners and who must be all partners in the firm at the date of the suit. (2M)

#### Answer 5:

##### (a) ACCEPTANCE OF DELIVERY OF GOODS (Section 42)

Acceptance is deemed to take place when the buyer-

- (a) intimates to the seller that he had accepted the goods; or
- (b) does any act to the goods, which is inconsistent with the ownership of the seller; or
- (c) retains the goods after the lapse of a reasonable time, without intimating to the seller that he has rejected them. (3M)

**Note:** Ordinarily, a seller cannot compel the buyer to return the rejected goods; but the seller is entitled to a notice of the rejection. (1M)

**Note:** Where the seller is ready and willing to deliver the goods and requests the buyer to take delivery, and the buyer does not take delivery within a reasonable time, he is liable to the seller for any loss occasioned by the neglect or refusal to take delivery, and also reasonable charge for the care and custody of the goods. (1M)

(b) **Meaning of Guarantee Company:** Where it is proposed to register a company with limited liability, the choice before its promoters is either to limit their liability by the value of shares purchased by them or by limiting their liability by the amount of guarantees given by them. Section 2 (21) of the Companies Act, 2013 defines a Company Limited by Guarantee as a company having the liability of its members limited by the memorandum to such amount as the members may respectively undertake to contribute to the assets of the company in the event of its being wound up.

Thus, the liability of the members of a guarantee company is limited to a stipulated amount in terms of individual guarantees given by members and mentioned in the memorandum. The members cannot be called upon to contribute more than such stipulated amount for which each member has given a guarantee in the memorandum of association. The articles of association of such company shall state the number of members with which the company is to be registered.

(2M)

**Similarities and dis-similarities between the Guarantee Company and the Company having share capital:** The common features between a "guarantee company" and the "company having share capital" are legal entity and limited liability. In case of a company limited by shares, the liability of its members is limited to the amount remaining unpaid on the shares held by them. Both these type of companies have to state this fact in their memorandum that the members' liability is limited.

(1M)

However, the dissimilarities between a 'guarantee company' and 'company limited by shares' is that in the former case the members will be called upon to discharge their liability only after commencement of the winding up of the company and only to the extent of amounts guaranteed by them respectively; whereas in the case of a company limited by shares, the members may be called upon to discharge their liability at any time, either during the life of the company or during the course of its winding up and the amount payable by the members will be limited to the unpaid amount on shares held by them respectively.

(2M)

Further to note, the Supreme Court in Narendra Kumar Agarwal vs. Saroj Maloo (1995) 6 SC C 114 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 in companies limited by shares.

(2M)

It is also 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 had from other sources like endowment, fees, charges, donations etc

**Answer 6:****(a) RULE RELATING TO SILENCE IN CASE OF FRAUD**

**General Rule:** - Generally mere silence does not amount as fraud. A mere silence related to facts which likely affect the willingness of a person to enter into a contract is no fraud.

**Example:**

A sells, by auction, to B, a horse which A knows to be unsound, A says nothing to B about the unsoundness of the horse. This is not fraud by A.

But following are the exceptions of this rule i.e. in following cases silence amounts as frauds: -

(i) Where it is the duty of the person to speak & if he remains silent.

**Note:** - Duty to speak arises when one party shows trust & confidence in another party or where one party has to depend up on the good sense of another party i.e. in case of insurance contract.

(1½M)

**Example:**

B is A's daughter and has just come of age. Here, the relation between the parties would make it A's duty to tell B if the horse is unsound.



(ii) Where silence is equivalent to speech

**Example:** - A says to B, "If you do not deny it, I shall assume that the horse you are selling to me is sound." A says nothing. Here A's silence is equivalent to speech.

(1½M)

(b) The meaning of the term *ultra vires* is simply "beyond (their) powers". The legal phrase "*ultra vires*" is applicable only to acts done in excess of the legal powers of the doers. This presupposes that the powers in their nature are limited.

It is a fundamental rule of Company Law that the objects of a company as stated in its memorandum can be departed from only to the extent permitted by the Act, thus far and no further. In consequence, any act done or a contract made by the company which travels beyond the powers not only of the directors but also of the company is wholly void and inoperative in law and is therefore not binding on the company.

(1M)

If the *ultra vires* loan has been utilised in meeting lawful debt of the company then the lender steps into the shoes of the debtor paid off and consequently he would be entitled to recover his loan to that extent from the company.

The leading case through which this doctrine was enunciated is that of *Ashbury Railway Carriage and Iron Company Limited v. Riche*-(1875).

The facts of the case are:

The main objects of a company were:

- (a) To make, sell or lend on hire, railway carriages and wagons;
- (b) To carry on the business of mechanical engineers and general contractors.

The directors of the company entered into a contract with Riche, for financing the construction of a railway line in Belgium, and the company further ratified this act of the directors by passing a special resolution. The company however, repudiated the contract as being *ultra-vires*. And Riche brought an action for damages for breach of contract. His contention was that the contract was well within the meaning of the word general contractors and hence within its powers. Moreover it had been ratified by a majority of share-holders. However, it was held by the Court that the contract was null and void. It said that the terms general contractors was associated with mechanical engineers, i.e. it had to be read in connection with the company's main business.

(1M)

The whole position regarding the doctrine of *ultra vires* can be summed up as:

- (i) When an act is performed, which though legal in itself, is not authorized by the object clause of the memorandum, or by the statute, it is said to be *ultra vires* the company, and hence null and void.
- (ii) An act which is *ultra vires*, the company cannot be ratified even by the unanimous consent of all the shareholders.
- (iii) An act which is *ultra vires* the directors, but *intra vires* the company can be ratified by the members of the company through a resolution passed at a general meeting.
- (iv) If an act is *ultra vires* the Articles, it can be ratified by altering the Articles by a Special Resolution at a general meeting.

4 Marks (1M Each)

However, the disadvantages of this doctrine outweigh its main advantage, namely to provide protection to the shareholders and creditors. Although it may be useful to members in restraining the activities of the directors, it is only a nuisance in so far as it prevents the company from changing its activities in a direction which is agreed by all. Again, the purpose of doctrine of *ultra vires* has been defeated as now the object clause can be easily altered, by passing just a special resolution of the shareholders

(1M)



**PAPER 2: BUSINESS CORRESPONDENCE & REPORTING**

The Question Paper comprises of 5 questions of 10 marks each.  
Question No. 1 is compulsory. Out of questions 2 to 5, attempt any three.

**Answer 1 (a) (I):** {one marks each for correct answer}

**Answer Sheet**

<b>1.</b>	<b>2.</b>	<b>3.</b>	<b>4.</b>	<b>5</b>
<b>(B)</b>	<b>(D)</b>	<b>(D)</b>	<b>(C)</b>	<b>(B)</b>

**Answer 1 (a) (II):** {one marks each for correct answer}

**Answer Sheet**

<b>1.</b>	<b>2.</b>	<b>3.</b>	<b>4.</b>	<b>5</b>
<b>(C)</b>	<b>(D)</b>	<b>(C)</b>	<b>(C)</b>	<b>(a) Parameters (b) Monitoring</b>

**Answer 1 (b):**

**(i) The Importance of Books{ 1M**

(A) Value of bks. acc. to Anatole France

1. not merely printed signs
2. reader gives
  - i. colours
  - ii. forms
  - iii. sentiments
- a) brilliant or boring
- b) touches our souls

**¾M**

(B) Bks. are meant for diff. sections of society

1. until recently bks. were read by only intellect.
2. meant for all housewives, farmers, artisans, etc.

**¾M**

(C) Bks. for 1st gen. learners

1. challenge for authors
2. need more research in use of lang.
3. need for dev. of teaching tech.
  - a) knowledge transfer w/o transmsn loss

**¾M**

(D) Publisher's role

1. campaigns to persuade
  - a) bks make good presents
  - b) rdng – a relaxing pastime

**¾M**

**Key**

1. acc. - according
2. 1st - first
3. bks. - books
4. gen. - generation
5. diff. - different
6. lang. - language
7. intellect. - intellectuals
8. dev. - development
9. w/o - without
10. transmsn - transmission

**1M**

**(ii) Smokers**

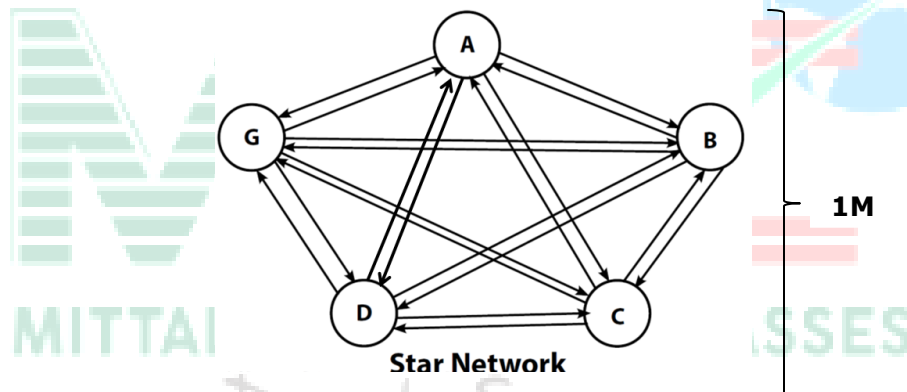
- a) Smking: an adictn
- b) No control over it
- c) Dependency on nicotine and env.
- d) Sitn  $\longleftrightarrow$  moods
- e) Smokers  $\longleftrightarrow$  Patterns  $\longleftrightarrow$  Addictions

 $\frac{3}{4} \times \text{any 4} = 3 \text{ Marks}$ 
**KEY**

- 1) smkng- smoking }  $\frac{1}{2}\text{M}$
- 2) adictn - addiction }  $\frac{1}{2}\text{M}$
- 3) env. - environment }  $\frac{1}{2}\text{M}$
- 4) sitn - situation }  $\frac{1}{2}\text{M}$

**Answer:2****(a) Star Network:**

The star communication network has multiple channels of communication open between all members. This network propagates group communication and is essential where teamwork is involved. The members communicate and exchange information with each other freely, and without hindrance or hesitation.

**1M****1M****(b)(i) Novelist****}1M**

(ii) Business communication is taught to us by Mrs. Saxena. **}1M**

(iii) Loss **}1M**

**(c) Interview Mistakes that Must be Avoided }2M**

Since interviews are still the most common method of selecting candidates for jobs, there are some mistakes that you must avoid making during an interview:

 **$\frac{1}{2}\text{M}$** 

**1. Being late :** There is no excuse for being late, so plan in a manner that you arrive a few minutes earlier.

 **$\frac{1}{2}\text{M}$** 

**2. Not knowing about the organization:** Since it is certain that you will be asked a question regarding what you know about the organization, you must do a basic research before you arrive for the interview.

 **$\frac{1}{2}\text{M}$** 

**3. Not knowing why you want the job:** Your interviewer would want to know why you want the job. Have something to tell them apart from the fact that you need to earn money'.

 **$\frac{1}{2}\text{M}$**

4. **Not knowing yourself:** You need to demonstrate self awareness. Think of strengths and development areas that you will talk about in the interview. } **½M**
5. **Asking about salary:** When given a chance to ask questions, enquire about things like training and development, instead of enquiring about salary and perks. } **½M**

**Answer:3**

(a) The vertical flow in communication are

1. **Downward Communication:-** Communication that flows from the top level of the organization to the bottom level along with the scalar chain are known as downward communication. Example for such type of communication are orders, instructions, rules, policies, programmes and directives etc. it specifies the extent of the subordinates authority and their responsibility. } **1M**
2. **Upward Communication :-** Upward Communication is just the opposite of downward communication. In this communication system, the message is transmitted from the bottom of the organization upwards to the top of the organization through the middle managers along with the line. Usually this includes workers grievances, suggestions and reactions. This communication system was not appreciated by the superiors. But it has assumed importance in modern times and is considered to be a main source of motivating employees } **1M**

- (b)(i) The president signed the office of profit bill. } **1M**  
 (ii) The attire was changed by Sue. } **1M**  
 (iii) A movie is going to be watched by us tonight. } **1M**

(c) To: AmitSuri } **¼M**

CC/BCC: } **¼M**

Subject: Promotion to the Post of Senior Manager } **¼M**

Dear AmitSuri, } **¼M**

I am pleased to apprise you of your promotion to the post of a Senior Manager in the Production Department. } **1M**

You have been with Hindalco Industries for the past seven years and have proved your worth time and again. Your dedication, hard work and willingness to take on new initiatives has been recognized and appreciated by your seniors } **1M**

You have implemented procedures which have improved efficiency in your department and been recognized for outstanding achievement. } **1M**

Please accept my congratulations on your promotion.

Regards,

Prateek Chopra

General Manager

Hindalco Industries

} **1M**

**Answer 4:**

(a) Several aspects must be kept in mind while interacting with others for our communication to convey the intended message.

1. **Clear:** Any spoken or written communication should state the purpose of message clearly. The language should be simple. Sentences ought to be short as the core message is lost in long, convoluted sentences. Each idea or point must be explained in a separate bulleted points or paragraphs. Make it easy for the reader to grasp the intent of the communiqué.
2. **Concise:** Brevity is the essence of business communication. No one has the time to read long drawn out essays. Besides, the core content is lost in elaborate details. Avoid using too many irrelevant words or adjectives, for example, 'you see', 'I mean to say', etc. Ensure that there are no repetitions.
3. **Concrete:** The content of your communiqué should be tangible. Base it on facts and figures. Abstract ideas and thoughts are liable to misinterpretation. Make sure that there is just sufficient detail to support your case/ argument and bring focus to the main message.
4. **Coherent:** Coherence in writing and speech refers to the logical bridge between words, sentences, and paragraphs. Main ideas and meaning can be difficult for the reader to follow if the writer jumps from one idea to another and uses contradictory words to express himself. The key to coherence is sequentially organized and logically presented information which is easily understood. All content under the topic should be relevant, interconnected and present information in a flow.
5. **Complete:** A complete communication conveys all facts and information required by the recipient. It keeps in mind the receiver's intellect and attitude and conveys the message accordingly. A complete communication helps in building the company's reputation, aids in better decision making as all relevant and required information is available with the receiver.
6. **Courteous:** Courtesy implies that the sender is polite, considerate, respectful, open and honest with the receiver. The sender of the message takes into consideration the viewpoints and feelings of the receiver of the message. Make sure nothing offensive or with hidden negative tone is included.
7. **Listening for Understanding:** We are bombarded by noise and sound in all our waking hours. We 'hear' conversations, news, gossip and many other forms of speech all the time. However, most of it is not listened to carefully and therefore, not understood, partially understood or misunderstood. A good listener does not only listen to the spoken words, but observes carefully the nonverbal cues to understand the complete message. He absorbs the given information, processes it, understands its context and meaning and to form an accurate, reasoned, intelligent response.  
The listener has to be objective, practical and in control of his emotions.
8. **Focus and Attention:** Everyday work environment has multiple activities going on simultaneously. Ringing of the 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.

\*If only headings of any four characteristics than  $\frac{1}{4} \times 4 = 1$  Marks  
\*If explanation also  $\frac{1}{4} \times 4 = 1$  Marks



- 9. Emotional Awareness and Control:** emotions play a major role in our interactions with other people. They are a powerful force that affect our perception of reality regardless of how hard we try to be unbiased. In fact, intense emotions can undermine a person's capacity for rational decision-making, even when the individual is aware of the need to make careful decisions.

(b)

- (i) She said that she would be taking a test. }1M  
 (ii) The man asked me if my father was home }1M  
 (iii) The obstacle course was run by me in record time. }1M

**(c) Daughter of Gardener Tops Board Exam**

By Riya Sharma

1M

Bhubneshwar, May 12: SumanNayak, the daughter of a municipal gardener, Om Nayak, has topped the Odisha Board Senior Secondary Examination with 98.8% marks. Her success has been lauded by the staff members of her school 'The Government Senior Secondary School, Malkaganj', the Odisha Education board and the State Education Minister.

1M

When the news was conveyed to Suman by her classmates, she did not believe them. It was only when the school principal called her that the reality sunk in. Suman's father, Om Nayak, is overjoyed at the news. He said, "Suman was always a bright student. I have made all efforts to provide her with the best education despite my meager means". He hopes that she will be able to continue her education in spite of his Financial constraints.

1M

Suman attributes her success to her parents and teachers. She said that the school teachers had provided her with all possible help by giving her extra time and attention along with books and moral support. Her perseverance, dedication and hard work are spoken highly of by her teachers.

1M

When asked about her future plans, Suman said she wished to become a doctor. However, she was unsure if she could pursue her dream because of Financial problems. She hopes that she will be able to secure a scholarship and get funding by the government.

The Times Group has started an initiative to help Suman fulfill her aspirations. Anyone who wishes to contribute to Suman's education can send the amount by cheque to, 'SumanNayak Education Fund', The Times of India, M.G. Road, Bhubneshwar.

1M

**Answer 5:**

- (a) **Barriers in Communication:** There are multiple barriers in the communication process. These barriers result in distortion and misunderstanding of the intended communiqué. The barriers can be physical, psychological, emotional, cultural, linguistic etc.

- 1. Physical barriers:** These are a result of our surroundings. Noise, technical disturbances, outdated equipment, distant locations, office doors, separate areas

for people of different areas, large office spaces, old technology and lack of appropriate infrastructure can lead to problems in transmission of message.

2. **Organizational structure barriers:** Communication problems occur when the systems, structures and processes in the organization are not clear or have gaps in them. If the chain of command is unclear, a person may not know whom to contact for a particular issue. Inappropriate information transmission systems, lack of supervision, and unclear role and responsibility demarcations lead to confusion and inefficiency.
3. **Language barriers:** Language can create many obstacles in communication. Literally, people from different regions and countries may interpret the same words differently. Difficult words, subject specific terminology, unfamiliar expressions and ambiguous words having multiple meanings, create hurdles in communicating. It is also a fact that the linguistic ability of various people in the work place is different. Some may be proficient in the language while others may possess just basic skills. Therefore, it is important to use clear, simple easily understood language in most of your official communications.
4. **Cultural barriers:** Understanding *cultural aspects of communication* refers to having knowledge of different cultures in order to communicate effectively with cross culture people. Understanding various cultures in this era of globalization is an absolute necessity as the existence of cultural differences between people from various countries, regions tribes and, religions, where words and symbols may be interpreted differently can result in communication barriers and miscommunications. Multinational companies offer special courses and documents to familiarize the worker with the culture of the country where they are based for work. In addition, every organization too has its own work culture. In fact, departments within the same company may also differ in their expectations, norms and ideologies. This can impact intra and inter organizational communication.
5. **Emotional barriers:** One of the chief barriers to open and free communications is the emotional barrier. Anger, fear of criticism or ridicule, mistrust of person, suspicion of intentions, jealousy, anxiety and many more feelings and sentiments we carry within us, affect our communication ability and quality. A person who is upset and disturbed cannot pass on or receive information appropriately and objectively. His emotions will colour his perception and assessment of the communication.
6. **Attitude barriers-** Personal attitudes of employees can affect communication within the organization. A proactive, motivated worker will facilitate the communication process, whereas a dissatisfied, disgruntled, shy, introvert or lazy employee can delay, hesitate in taking the initiative, or refuse to communicate. Attitude problems can be addressed by good management and regular interaction with team members.
7. **Perception Barriers-** Each one of us perceives the world differently and this causes problems in communicating. The same content is seen and interpreted differently by two people and therein lies the root cause of miscommunications and misunderstandings.
8. **Physiological barriers-** Ill health, poor eyesight, hearing difficulties or any other physiological problems can be hurdles in effective interaction with others.

Any 4 points x 1/2 Marks each = 2 Marks

**9. Technology barriers–** In today's world, communication modes are primarily technology driven.. This communication technology is being constantly upgraded or new formats emerge ever so frequently. Anyone who is not tech friendly struggles to communicate effectively via the medium.

**10. Gender barriers–** Men and women communicate differently. The reason for this lies in the wiring of a man's and woman's brains. Men talk in a linear, logical and compartmentalized manner whereas the women use both logic and emotion, and are more verbose. This may be the cause of communication problem in an office where both men and women work side by side. Men can be held guilty of providing insufficient information, while women may be blamed for providing too much detail.

Gender bias is another factor in communication barriers. Due to traditional mindsets, many men find it difficult to take orders from, or provide information to women

(b)

- 1) Bone of contention - c) Subject of dispute } **1M**
- 2) Storm in a teacup – d) make a big issue of a small thing } **1M**
- 3) A far cry – d) very different } **1M**

(c) Minute is the official written record of the business transacted at a meeting. It is the summary of the business transacted, decisions and resolutions arrived at the meeting. It is the evidence or proof of the proceedings at a meeting. } **1M**

The company secretary is responsible for compiling minutes. He takes down the notes carefully at the meeting and soon after the end of the meeting he prepares the draft of the minutes: } **½M**

The main contents of the minutes of a meeting are as follows:-

- The name of the organizational unit e.g. finance board. } **¼M**
- The date, time, place of meeting. } **¼M**
- The member of the meeting. } **¼M**
- The member of the meeting e.g. 4<sup>th</sup> meeting of finance board. } **¼M**
- The quorum present. } **¼M**
- The name of the persons who attend the meeting. } **¼M**
- Record of business transacted. } **¼M**
- Signature of the secretary and the chairman. } **¼M**

**Suggestions for writing the minutes effectively: -**

- {The minutes should be written in reported speech. } **¼M**
- {The emotions and feelings expressed by members during the course of meeting should not be recorded in the minute. } **¼M**
- {To facilitate reference each item should be given a heading and a number. } **¼M**
- {When a proposal or a resolution is approved by a majority, the name of the proposer should be mentioned. Also, the number of votes cast for and against it should be recorded. } **¼M**
- {The minutes should be circulated to the members before hand and their suggestions noted. } **¼M**

- {The language of the minute should be kept as simple as possible. The rough draft should be shown to the chairperson for his approval and suggestions.}  $\frac{1}{4}M$

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