

## All BATCHES

DATE: 24.09.2018

MAXIMUM MARKS: 100

TIMING: 3¼ Hours

## PAPER 2: BUSINESS LAW &amp; BUSINESS CORRESPONDENCE &amp; 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) **Section 69** of the Indian Contract Act, 1872 provides that "A person who is interested in the payment of money which another is bound by law to pay, and who therefore pays it, is entitled to be reimbursed by the other". This is quasi contract

2M

In the given problem W has made the payment of lawful dues of Z in which W had an interest. It is a quasi contract i.e. one who deserves what should get it.  
Therefore, W is entitled to get the reimbursement from Z.

2M

(b) **Death of all members of a Private Limited Company, Under the Companies Act, 2013:**

The most distinguishing feature of a company is its being a separate entity from the shareholders and promoters who form it. This lends stability and perpetuity to the company form of business organization. In short, a company is brought into existence by a process of law and can be terminated or wound up or brought to an end only by a process of law. Its life is not impacted by the death, insolvency or retirement of any or all shareholder(s) or director(s).

2M

The provision for transferability or transmission of the shares helps to preserve the perpetual existence of a company by allowing the constitution and identity of shareholders to change.

In the present case, ABC Pvt. Ltd. does not cease to exist even by the death of all its shareholders. The legal process will be for the successors of the deceased shareholders to get the shares registered in their names by way of the process which is called "transmission of shares". The company will cease to exist only when it is wound up by a due process of law.

2M

Therefore, even with the death of all members (i.e. 5), ABC (Pvt.) Ltd. does not cease to exist.

(c) **Sale and Hire Purchase:**

The main points of distinction between the 'sale' and 'hire-purchase' are as follows:

| Basis of difference             | Sale   | Hire- Purchase   |
|---------------------------------|--|--|
| <b>Time of passing property</b> | Property in the goods is transferred to the buyer immediately at the time of contract. | The property in goods passes to the hirer upon payment of the last installment.  |
| <b>Position of the party</b>    | The position of the buyer is that of the owner of the goods.                           | The position of the hirer is that of a bailee till he pays the last installment. |

1M each for every correct 4 point

|  |   |  |
|--|---|--|
| <b>Termination of contract</b>                   | The buyer cannot terminate the contract and is bound to pay the price of the goods. | The hirer may, if he so likes, terminate the contract by returning the goods to its owner without any liability to pay the remaining installments. |
| <b>Burden of Risk of insolvency of the buyer</b> | The seller takes the risk of any loss resulting from the insolvency of the buyer.   | The owner takes no such risk, for if the hirer fails to pay an installment, the owner has right to take back the goods.                            |
| <b>Transfer of title</b>                         | The buyer can pass a good title to a bonafide <i>purchaser</i> from him.            | The hirer cannot pass any title even to a bonafide purchaser.  |
| <b>Resale</b>                                    | The buyer in sale can resell the goods  | The hire purchaser cannot resell unless he has paid all the installments.  |

**Answer 2:**

**(a) Filing of the documents and information with the registrar:** For the registration of the company following documents and information are required to be filed with the registrar within whose jurisdiction the registered office of the company is proposed to be situated-

- the memorandum and articles of the company duly **signed by all the subscribers** to the memorandum.
- a **declaration by person who is engaged in the formation of the company** (an advocate, a chartered accountant, cost accountant or company secretary in practice), **and by a person named in the articles** (director, manager or secretary of the company), that all the requirements of this Act and the rules made thereunder in respect of registration and matters precedent or incidental thereto have been complied with.
- an **affidavit from each of the subscribers to the memorandum and from persons named as the first directors, if any, in the articles** stating that-
  - he is not convicted of any offence in connection with the promotion, formation or management of any company, or
  - he has not been found guilty of any fraud or misfeasance or of any breach of duty to any company under this Act or any previous company law during the last five years,
  - and that all the documents filed with the Registrar for registration of the company contain information that is correct and complete and true to the best of his knowledge and belief;
- the **address for correspondence** till its registered office is established;
- the **particulars** (names, including surnames or family names, residential address, nationality) **of every subscriber** to the memorandum along with proof of identity, and in the case of a subscriber being a body corporate, such particulars as may be prescribed.
- the **particulars** (names, including surnames or family names, the Director Identification Number, residential address, nationality) **of the persons mentioned in the articles as the subscribers to the Memorandum** and such other particulars including proof of identity as may be prescribed; and

1M for each correct 6 points

- the **particulars of the interests of the persons mentioned in the articles** as the first directors of the company in other firms or bodies corporate along with their consent to act as directors of the company in such form and manner as may be prescribed.

Particulars provided in this provision shall be of the individual subscriber and not of the professional engaged in the incorporation of the company [*The Companies (Incorporation) Rules, 2014*].

### (b) Steps to incorporate LLP

- **Name Reservation :**

- The first step to incorporate Limited Liability Partnership (LLP) is reservation of name of LLP.
- Applicant has to file e-Form 1, for ascertaining availability and reservation of the name of a LLP business.

2M

- **Incorporate LLP:**

- After reserving a name, user has to file e-Form 2 for incorporating a new Limited Liability Partnership (LLP).
- e-Form 2 contains the details of LLP proposed to be incorporated, partners'/ designated partners' details and consent of the partners/designated partners to act as partners/ designated partners.

2M

- **LLP Agreement:**

- Execution of LLP Agreement is mandatory as per Section 23 of the Act.
- LLP Agreement is required to be filed with the registrar in e-Form 3 within 30 days of incorporation of LLP.

2M

Answer 3:

### (a) True test of partnership :

**Mode of determining existence of partnership (Section 6):** In determining whether a group of persons is or is not a firm, or whether a person is or not a partner in a firm, regard shall be had to the real relation between the parties, as shown by all relevant facts taken together.

For determining the existence of partnership, it must be proved.

1. There was an **agreement** between all the persons concerned
2. The agreement was to **share the profits** of a business and
3. the business was **carried on by all or any of them** acting for all.

2M

**1. Agreement:** Partnership is created by agreement. The relation of partnership arises from contract and not from status; and in particular, the members of a Hindu Undivided family carrying on a family business as such, are not partners in such business.

**2. Sharing of Profit:** The sharing of profits or of gross returns arising from property by persons holding a joint or common interest in that property does not of itself make such persons partners.

The receipt by a person of a share of the profits of a business, or of a payment contingent upon the earning of profits or varying with the profits earned by a business, does not of itself make him a partner with the persons carrying on the business; and in particular, the receipt of such share or payment-

- (i) by a lender of money to persons engaged or about to engage in any business,
- (ii) by a servant or agent as remuneration,
- (iii) by a widow or child of a deceased partner, as annuity, or
- (iv) by a previous owner or part owner of the business, as consideration for the sale of the goodwill or share thereof, does not of itself make the receiver a partner with the persons carrying on the business.

2M

As discussed earlier, sharing of profit is an essential element to constitute a partnership. But, it is only a *prima facie* evidence and not conclusive evidence.

- 3. Agency:** Existence of Mutual Agency which is the cardinal principle of partnership law, is very much helpful in reaching a conclusion in this regard. Each partner carrying on the business is the principal as well as an agent of other partners. So, the act of one partner done on behalf of firm, binds all the partners. If the elements of mutual agency relationship exist between the parties constituting a group formed with a view to earn profits by running a business, a partnership may be deemed to exist.

2M

- (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.

3M  
(1.5M 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 4:

- (a) An 'Auction Sale' is a mode of selling property by inviting bids publicly and the property is sold to the highest bidder. An auctioneer is an agent governed by the Law of Agency. When he sells, he is only the agent of the seller. He may, however, sell his own property as the principal and need not disclose the fact that he is so selling.

1M

**Rules of Auction sale:** Section 64 of the Sale of Goods Act, 1930 provides following rules to regulate the sale by auction:

- 1. Where goods are sold in lots:** Where goods are put up for sale in lots, each lot is *prima facie* deemed to be subject of a separate contract of sale.



2. **Completion of the contract of sale:** The sale is complete when the auctioneer announces its completion by the fall of hammer or in any other customary manner and until such announcement is made, any bidder may retract from his bid.
3. **Right to bid may be reserved:** Right to bid may be reserved expressly by or on behalf of the seller and where such a right is expressly reserved, but not otherwise, the seller or any one person on his behalf may bid at the auction.
4. **Where the sale is not notified by the seller:** Where the sale is not notified to be subject to a right to bid on behalf of the seller, it shall not be lawful for the seller to bid himself or to employ any person to bid at such sale, or for the auctioneer knowingly to take any bid from the seller or any such person; and any sale contravening this rule may be treated as fraudulent by the buyer.
5. **Reserved price:** The sale may be notified to be subject to a reserve or upset price; and
6. **Pretended bidding:** If the seller makes use of pretended bidding to raise the price, the sale is voidable at the option of the buyer.

1M each for Every  
correct 5 points

(b) **Expulsion of a partner:**

- Every partner has the right to continue in the partnership.
- A partner cannot be expelled from the firm.
- A partner can be expelled from the firm on fulfilling the following conditions: (Section-33)
  - (i) When there is a prior agreement between partners regarding such expulsion &
  - (ii) When partner is expelled by majority of partners &
  - (iii) The right of expulsion is exercised in good faith.

**Note:-** Expulsion in good faith includes following three things

- a) The expulsion must be in the interest of the partnership &
- b) A prior notice must be given to the partner regarding such expulsion &
- c) He should be given a reasonable opportunity of being heard

**Note:-** If a partner is otherwise expelled, the expulsion is irregular expulsion and effect will be **null and void**.

Yes, Anil is justified in his objections.

- In the absence of an express agreement authorizing expulsion, the expulsion of a partner is not proper and is without any legal effect.
- Anil's objection to the admission of Abhishek is also justified as a new partner can be admitted only with the consent of all the partners.

**Answer 5:**

**(a) GOODS SENT ON APPROVAL OR "ON SALE OR RETURN" (SECTION 24)**

When goods are delivered to the buyer on approval or "on sale or return" or other similar terms, the property therein passes to the buyer-

- (a) when he signifies his approval or acceptance to the seller or does any other act adopting the transaction;
- (b) if he does not signify his approval or acceptance to the seller but retains the goods without giving notice of rejection, then, if a time has been fixed for the return of the goods, on the expiration of such time, and, if no time has been fixed, on the expiration of a reasonable time; or

1M each for  
3 points

(c) he does something to the good which is equivalent to accepting the goods e.g. he pledges or sells the goods.

While giving diamonds to Mr. Jadu, Mr. Sham behaved like owner of diamonds. As he becomes the owner, he should bear the loss and make payments to Ram. Loosing of diamonds by Jadu does not establish his ownership, hence he will not bear the loss.

2M

**(b) PARTNERSHIP V/S HINDU UNDIVIDED FAMILY**

| Basis of difference                    | Partnership   | Joint Hindu family   |
|--|---|--|
| <b>Mode of creation</b>                | Partnership is created necessarily by an agreement.   | The right in the joint family is created by status means its creation by birth in the family. a male child of a Hindu acquires an interest in a family business even in the absence of an agreement. |
| <b>Death of a member</b>               | Death of a partner ordinarily leads to the dissolution of partnership.  | The death of a member in the Hindu undivided family does not give rise to dissolution of the family business.  |
| <b>Management</b>                      | All the partners are equally entitled to take part in the partnership business.   | The right of management of joint family business generally vests in the Karta, the governing male member of the family.  |
| <b>Authority to bind</b>               | Every partner can, by his act, bind the firm.   | The Karta or the manager, has the authority to contract for the family business and the other members in the family.   |
| <b>Liability</b>                       | In a partnership, the liability of a partner is unlimited   | In a Hindu undivided family, only the liability of the Karta is unlimited, and the other co-partners are liable only to the extent of their share in the profits of the family business.             |
| <b>Calling for accounts on closure</b> | A partner can bring a suit against the firm for accounts, provided he also seeks the dissolution of the firm.   | On the separation of the joint family, a member is not entitled to ask for account of the family business.   |
| <b>Governing Law</b>                   | A partnership is governed by the Partnership Act.   | A Joint Hindu Family business is governed by the Hindu Law.  |
| <b>Minor's capacity</b>                | In a partnership, a minor cannot become a partner, though he can be admitted to the benefits of partnership, only with the consent of all the partners. | In Hindu undivided family business, a minor becomes a member of the ancestral business by the incidence of birth. He does not have to wait for attaining majority.                                   |

1Meach for every correct 7 points

|                              |   |   |
|------------------------------|---|---|
| <b>Continuity</b>            | A firm subject to a contract between the partners gets dissolved by death or insolvency of a partner. | A Joint Hindu family has the continuity till it is divided. The status of Joint Hindu family is not thereby affected by the death of a member.                                |
| <b>Number of Members</b>     | In case of Partnership number of members should not exceed 50.  | Members of HUF who carry on a business may be unlimited in number.  |
| <b>Share in the business</b> | In a partnership each partner has a defined share by virtue of an agreement between the partners.     | In a HUF, no coparceners has a definite share. His interest is a fluctuating one. It is capable of being enlarged by deaths in the family diminished by births in the family. |

**Answer:6**

**(a) Doctrine of Privity of Contract:**

There is a concept regarding consideration is that 'there can be the stranger to consideration but there cannot be the stranger to contract'. i.e. consideration may proceed or can be given by third party but the third party cannot sue on agreement and only a person who is party to a contract can sue on it.

**1M**

**Note:** The above rule i.e. there can be the stranger to consideration but there cannot be stranger to contract is known as doctrine of privity of contract.

**Exceptions of the rule that there can be the stranger to consideration but there cannot be the stranger to contract:** i.e. in following cases even a stranger to a contract i.e. a person who is not the party of the contract may enforce the contract:

- (i) A beneficiary can enforce his right in case of trust even though he is not the party of a contract:**
- (ii) In case of Family Settlement:** If the terms of the settlement are reduced in writing then the members who are not the parties to the settlement may enforce an agreement.
- (iii) In case of marriage contract :** A female can enforce a provision for marriage expenses based on partition of HUF.
- (iv) In case of Assignment of Contract:** When benefit under a contract has been assigned then the assignee can enforce the contract.
- (v) In case of an estoppel by acknowledgement of liability:** Where a person by his word or conduct acknowledge or admit himself as an agent of third party then he is liable towards third party though he is not a party to contract.
- (vi) In the case of covenant running with the land:** When a person purchase a land with a notice that the original owner is bound by certain duties regarding the land then the successor of the seller is also liable to bound by certain duties.

**1M for every correct 5 point**

(vii) When a contract is made by agent then principle is liable on such contract provided agent made the contract with in the scope of his authority and with the name of the principle.

**(b) Doctrine of Indoor Management:** The Doctrine of Indoor Management is the exception to the doctrine of constructive notice. The aforesaid doctrine of constructive notice does in no sense mean that outsiders are deemed to have notice of the internal affairs of the company. For instance, if an act is authorised by the articles or memorandum, an outsider is entitled to assume that all the detailed formalities for doing that act have been observed. This can be explained with the help of a landmark case **The Royal British Bank vs. Turquand**. This is the doctrine of indoor management popularly known as **Turquand Rule**.

**FACTS of The Royal British Bank vs. Turquand:**

Mr. Turquand was the official manager (liquidator) of the insolvent company. The company had given a bond for £ 2,000 to the Royal British Bank. When the company was sued, it alleged that under its registered deed of settlement (the articles of association), directors only had power to borrow up to an amount authorized by a company resolution.

A resolution had been passed but not specifying how much the directors could borrow.

**Held, it was decided** that the bond was valid, so the Royal British Bank could enforce the terms. The bond was valid because there was no requirement to look into the company's internal workings. This is the indoor management rule, that the company's indoor affairs are the company's problem.

1.5M

**Exceptions to the doctrine of Indoor Management:**

The above mentioned doctrine of Indoor Management or Turquand Rule has limitations of its own. That is to say, it is inapplicable to the following cases, namely:

**(i) Actual or constructive knowledge of irregularity:** The rule does not protect any person when the person dealing with the company has notice, whether actual or constructive, of the irregularity.

In **Howard vs. Patent Ivory Manufacturing Co.** where the directors could not defend the issue of debentures to themselves because they should have known that the extent to which they were lending money to the company required the assent of the general meeting which they had not obtained.

1.5M

**(ii) Suspicion of Irregularity:** The doctrine in no way, rewards those who behave negligently. Where the person dealing with the company is put upon an inquiry, for example, where the transaction is unusual or not in the ordinary course of business, it is the duty of the outsider to make the necessary enquiry.

Where, for example, as in the case of **AnandBihariLal vs. Dinshaw & Co.** the plaintiff accepted a transfer of a company's property from its accountant, the transfer was held void. The plaintiff could not have supposed, in absence of a power of attorney that the accountant had authority to effect transfer of the company's property.

1.5M



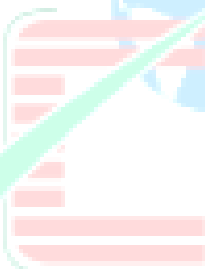
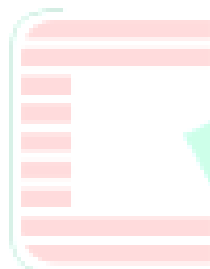
- (iii) **Forgery:** The doctrine of indoor management applies only to irregularities which might otherwise affect a transaction but it cannot apply to forgery which must be regarded as nullity.

Forgery may in circumstances exclude the '**Turquand Rule**'. The only clear illustration is found in the **Ruben v Great Fingall Consolidated**. In this case the plaintiff was the transferee of a share certificate issued under the seal of the defendant's company. The company's secretary, who had a fixed the seal of the company and forged the signature of the two directors, issued the certificate.

The plaintiff contended that whether the signature were genuine or forged was apart of the internal management, and therefore, the company should be estopped from denying genuineness of the document. But it was held, that the rule has never been extended to cover such a complete forgery.

1.5M

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**PAPER 3 : 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.

**Question 1:**

(a)

(I)

**Answer Sheet**

| 1.  | 2.  | 3.  | 4.  |
|-----|-----|-----|-----|
| (D) | (B) | (C) | (D) |

(II)

**Answer Sheet**

| 1.  | 2.  | 3.  | 4.  | 5                           |
|-----|-----|-----|-----|-----------------------------|
| (B) | (D) | (C) | (D) | (a) entails<br>(b) elevates |

**(b) Summary Writing:**

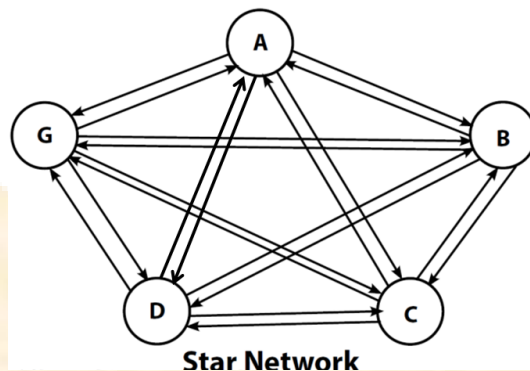
Global warming is caused by human interference, burning of forests and carbon exhaust. This leads to rise in temperature further leading to acidic oceans, increase in goods and droughts. It causes an increase in epidemics and resultant destruction of flora and fauna.

**2½M**

Global warming can be controlled and prevented at the personal level by using energy efficient products, recycled products and also planting more trees. At the industry level, installation of taller chimneys and recycling industrial waste can be of help. Lastly, awareness campaigns like reducing the use of paper etc. can bring a change.

**2½M****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.



**Answer (b)**

- (i) The team he supported was able to win the championship. } **1M**  
 (ii) I think that you should reconsider your decision. It may not be the best thing to do. } **1M**  
 (iii) To rule the roost – a) to dominate } **1M**

**Answer : (c)**

|           |  |             |
|-----------|--|-------------|
|           | Samriddhi Bank Limited<br>29 Kapasehra, Gurgaon, Haryana<br>Interface Memo | } <b>1M</b> |
| Date      | : 05 September, 2016   |             |
| To        | : All Branch Managers  | } <b>2M</b> |
| From      | : Mr. NareshKochar, General Manager  |             |
| Reference | : 114/LT   |             |
| Subject   | : Appraisal of Cashier's Dismissal   |             |

This is to inform you all that Mr. XYZ, Cashier of Samriddhi Bank, Vilas Nagar Branch, has been suspended on charge of misappropriation of fund. All concerned are requested to abstain from transaction with him. The bank authorities will not be responsible for any sort of mishap

**2M****Answer: 3****(a) Paralanguage:**

The way you say something, more than the actual words used, reveal the intent of the message, The voice quality, intonation, pitch, stress, emotion, tone, and style of speaking, communicates approval, interest or the lack of it.

**1M**

Research estimates that tone of the voice accounts for 38 percent of all communications.

**1M****(b)**

- (i) He says that Kashmir is heaven on earth. } **1M**  
 (ii) She said that nobody could solve the problem. } **1M**  
 (iii) The novel was read by mom in one day. } **1M**

**(c)**

|                            |              |
|----------------------------|--------------|
| To: AmitSuri               | } <b>1½M</b> |
| CC/BCC:                    |              |
| Subject: CONGRATULATIONS!! |              |

Hi Amit,

We just got the SUPER news of your promotion. I am so excited and thrilled. A big party is due from you and, of course, gifts for your loving sis. Mom and Dad too are overjoyed. They are very proud their hardworking son. They send you their love and blessings.

**3M**

We are all looking forward to your visit home so that we can have a grand celebratory party. Yours affectionately,

Jyoti

**½M**

Or

**Safety First in Mobile Use**

The mobile phone has become an extension of our personality. It functions not only as a means of communication but also our watch, calendar, calculator, reminder, diary, music provider, album and the list goes on. Most of us feel lost and cut off from the world without it. However, this useful device has become a threat to our lives.

1M

A car slows right before you, somebody stops suddenly, and at times, the vehicle seems to have gone wayward on the road. Are you familiar with this scenario? Then you also know that the reason is the use of the cell-phone while driving. Statistics indicate that talking on the cell phone while driving increases by four fold your chances of meeting with an accident. As the driver converses on the phone, his attention is diverted and reflexes are slow. Many times, people are driving with just one hand while holding the phone in the other. More horrifying is the trend now among youngsters to read or send text messages while driving. With your eyes being off the road for any period of time, where split second reflexes are required, you are definitely endangering your own and others life on the road.

2M

More and more research studies are pointing towards radiation risks from cell phones. Using cell phones over long periods of time daily increases your risk of developing cancer. It is advised that the phones are kept away from our bodies and that we use hands free devices and loud speakers to converse with others. This lets the radiation emitted from it dissipate before it reaches you. Keeping the cell phone at least a couple of feet away from us when it being charged or when you sleep is advocated. However, many of us place it close to us while sleeping, and others, literally, take it to bed with them.

1M

Is our life so cheap and worthless that we risk it every day just because we fail to change our habits? Why can't we just pull off the road to talk on the phone or sit and converse in peace with our friends and family or keep the phone away from us when we sleep or talk to others? Being safe is any day better than having cancer, getting injured or even dying just to talk. So, please be safe always.

1M

**Answer: 4**

(a) There are two styles of note making: Linear and Non-linear.

**(i) Linear Note Making:** Linear note making is the simplest, therefore, the most common style of note making used by people. In this form of note making, notes are written down the page, one line after the other in a structured manner. Such notes include headings for main ideas and concepts, sub-headings for main points within those ideas.

1M

**(ii) Non- Linear Note –Making:** Non- linear notes have some distinctive patterns. They present and connect ideas in diagrammatical, non-linear forms. Non-linear styles of note making include mind maps, tables, orchards, and tree diagrams. This technique has a number of advantages. It enables you to see a large amount of information on one page and the connections between the key concepts can be shown easily.

1M



(b)

- |     |                |     |
|-----|----------------|-----|
| (1) | (c) Slackened  | }1M |
| (2) | (b) fascinated | }1M |
| (3) | (c) tough      | }1M |

(c)

XYZ Corporation  
Rajeev Chowk  
Delhi

} ¼M

15 December, 20XX } ¼M

The General Manager  
Sales and Purchase Division  
ABC Electronics  
Bailey Road  
Ghaziabad

} ¼M

Dear Sir/Madam } ¼M

Subject: Complaint against the order no. S/N-115 } ½M

This is with reference to Order no. S/N 115 made on December 1, 20XX. The order comprised six 2 tonne split air-conditioners of XXX brand and four 1.5 tonne window air-conditioners of XYZ brand. As per the agreement, the products were to be delivered within ten days of order and a representative was to be sent for installation and demo. Unfortunately, only half the order has been delivered and no representative has visited for installation or demo.

} 1M

The fact that you have taken undue time and have not yet delivered the order, has caused us great embarrassment and inconvenienced our clients. In addition we have received no correspondence from your side explaining the delay.

} 1M

Kindly ensure that the remaining items of the order are delivered to us before December 20, 20XX failing which payment will be stopped or the order cancelled.

} 1M

I sincerely request you to look into the matter and do the needful as soon as possible.

Thanks and Regards.

Ashita Bhargava

Sr. Manager  
Operations and Admin Department

} ½M

**Answer: 5**

- (a) A message can be conveyed more effectively through voice by considering the following points.

- (i) **Variation of Pitch :-** Pitch means quality of sound. In order to break the monotony of the speech, variation of pitch is essential. Variation of pitch is also necessary to keep the listener interested in the speech which is the essence of communication. } **1M**
- (ii) **Variation of volume:-** Variation of volume puts life into one's speech. Variation of volume should be done according to the size of audience. The volume should be such which makes the speaker audible. } **1M**
- (iii) **Speed of speaking :** Different part of the message should be spoken at different speed. Generally the part easily understandable can be spoken in a slow speed. The speed thus should be such which ensures fluency. } **1M**
- (iv) **Pause:** Pause is essential. One cannot go on speaking continuously. But a pause should be used effectively. It should be used at right time which not only give the speaker a time to breathe but also gains the listener's attention. } **1M**
- (v) **Non Fluencies :** Non fluencies 'up' am, you know etc. if used carefully and sparingly add to the fluency of the speaker, giving him time to breathe and making the listener more alert. } **1M**
- (b) **Minutes,** also known as protocols or, informally notes, are the instant written record of a **meeting** or hearing. They typically describe the events of the **meeting** and may include a list of attendees, a statement of the issues considered by the participants, and related responses or decisions for the issues. } **3M**
- The Reasons for writing meeting minutes:** Writing minutes is extremely important as- } **½M**
- Various participants may have different recollections of the meeting. } **¼M**
  - Diverse interpretations of action plan possible. } **¼M**
  - Important tasks can be forgotten. } **¼M**
  - Dates of submission of subject matter/ report/ action taken plan overlooked/ achievement of specified tasks pushed forward. } **¼M**
  - A written record is always available for ready reference. } **¼M**
  - Used as reminders for oneself and others. } **¼M**
  - Can be required for legal reasons. } **¼M**

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