

(GCF-12, GCF-13, GCF-15, GCF-16, GCF-17, SCF-3, VDCF-2 & VCF-3)**DATE: 24.10.2019****MAXIMUM MARKS: 100****TIMING: 3 Hours****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) Problem asked in the question is based on the provisions of the Indian Contract Act, 1872 as contained in section 10. According to the provisions there should be an intention to create legal relationship between the parties. Agreements of a social nature or domestic nature do not contemplate legal relationship and as such are not contracts, which can be enforced. **{2 M}**
- This principle has been laid down in the case of Balfour vs. Balfour (1912 2 KB. 571). Accordingly, applying the above provisions and the case decision, in this case son cannot recover the amount of Rs. 1 lakh from father for the reasons explained above. **{2 M}**

Answer:

- (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. **{1 M}**
- 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. **{1 M}**
- 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. **{2 M}**

Answer:

- (c) **Section 13** specifies cases where a breach of condition be treated as a breach of warranty. As a result of which the buyer loses his right to rescind the contract and can claim for damages only. **{1 M}**
- In the following cases, a contract is not avoided even on account of a breach of a condition:

- (i) Where the buyer altogether **waives** the performance of the condition. A party may for his own benefit, waive a stipulation.
- (ii) Where the buyer **elects** to treat the breach of the conditions, as one of a warranty. That is to say, he may claim only damages instead of repudiating the contract.
Example: A agrees to supply B 10 bags of First quality sugar @ Rs. 625 per bag but supplies only second quality sugar, the price of which is Rs. 600 per bag. There is a breach of condition and the buyer can reject the goods. But if the buyer so elects, he may treat it as a breach of warranty, accept the second quality sugar and claim damages @ Rs. 25 per bag.
- (iii) Where the contract is **non-severable** and the buyer has accepted either the whole goods or any part thereof. Acceptance means acceptance as envisaged in Section 72 of the Indian Contract Act, 1872.
- (iv) Where the fulfillment of any condition or warranty is **excused by law** by reason of impossibility or otherwise.

{1 M for
each
point}

Answer 2:

- (a) Circumstance in which LLP may be wound up by Tribunal (Section 64):** A LLP may be wound up by the Tribunal:
- (a) if the LLP decides that LLP be wound up by the Tribunal;
 - (b) if, for a period of more than six months, the number of partners of the LLP is reduced below two;
 - (c) if the LLP is unable to pay its debts;
 - (d) if the LLP has acted against the interests of the sovereignty and integrity of India, the security of the State or public order;
 - (e) if the LLP has made a default in filing with the Registrar the Statement of Account and Solvency or annual return for any five consecutive financial years; or
 - (f) if the Tribunal is of the opinion that it is just and equitable that the LLP be wound up.

{1 M for
each
correct 6
points}

Answer:

- (b) Fitness of Cloth:** As per the provision of Section 16(1) of the Sale of Goods Act, 1930, an implied condition in a contract of sale that an article is fit for a particular purpose only arises when the purpose for which the goods are supplied is known to the seller, the buyer relied on the seller's skills or judgement and seller deals in the goods in his usual course of business.
- In this case, the cloth supplied is capable of being applied to a variety of purposes, the buyer should have told the seller the specific purpose for which he required the goods. But he did not do so. Therefore, the implied condition as to the fitness for the purpose does not apply. Hence, the buyer will not succeed in getting any remedy from the seller under the Sale of Goods Act, 1930.

{1 M}

{1 M}

Answer:

- (c) Distinction between Right of Lien and Right of Stoppage in Transit**
- (i) The essence of a right of lien is to retain possession whereas the right of stoppage in transit is right to regain possession.
 - (ii) Seller should be in possession of goods under lien while in stoppage in transit (i) seller should have parted with the possession (ii) possession should be with a carrier, & (iii) buyer has not acquired the possession.
 - (iii) Right of lien can be exercised even when the buyer is not insolvent but it is not the case with right of stoppage in transit.

{1 M for
each
correct
point}

- (iv) Right of stoppage in transit begins when the right of lien ends. Thus the end of the right of lien is the starting point of the right of stoppage in transit.

Answer 3:

- (a) 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 led 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. 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.
- 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.

Answer:

- (b) **Partnership Liability:** The problem in question is based on the provisions of the Indian Partnership Act, 1932 contained in Section 35. The Section provides that where under a contract between the partners the firm is not dissolved by the death of a partner, the estate of a deceased partner is not liable for any act of the firm done after his death. Therefore, considering the above provisions, the problem may be answered as follows:
- Ram's estate in this case will not be liable for the price of the Machinery purchased. The creditors in this case can have only a personal decree against the surviving partners and decree against the partnership assets in the hands of those partners. However, since the surviving partners are already insolvent, no suit for recovery of the debt would lie against them. A suit for goods sold and delivered would not lie against the representative of the deceased partner.
- This is because there was not debt due in respect of the goods in Ram's life.

Answer 4:

- (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.
- 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:**
Example: A transferred his property to 'B' under the trust, to be held by him for the benefit of 'C', if B refuses to give benefit to 'C' then 'C' can enforce the contract against 'B' even he is not the party to be 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.
Example: A nominee can claim the amount or insurance policy though he is not the party of a 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.
- (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.
- {1 M for each correct 5 points}

Answer:

- (b) **Minor can be a beneficiary or can take benefit out of a contract:** Though a minor is not competent to contract, nothing in the Contract Act prevents him from making the other party bound to the minor. Thus, a promissory note duly executed in favour of a minor is not void and can be sued upon by him, because he though incompetent to contract, may yet accept a benefit.
 A minor cannot become partner in a partnership firm. However, he may with the consent of all the partners, be admitted to the benefits of partnership (Section 30 of the Indian Partnership Act, 1932).
Example: A mortgage was executed in favour of a minor. Held, he can get a decree for the enforcement of the mortgage.
- {2 M}
- {1 M}

Answer:

- (c) **Agreement - the meaning of which is uncertain (Section 29):**
 An agreement, the meaning of which is not certain, is void, but where the meaning thereof is capable of being made certain, the agreement is valid. For example, A agrees to sell B "a hundred tons of oil". There is nothing whatever to show what kind of oil was intended. The agreement is void for uncertainty.
 But the agreement would be valid if A was dealer only in coconut oil; because in such a case its meaning would be capable of being made certain.
- {2 M}
- {1 M}

Answer 5:

- (a) **Misrepresentation:** According to Section 18 of the Indian Contract Act, 1872, misrepresentation is present:
1. When a person positively asserts that a fact is true when his information does not warrant it to be so, though he believes it to be true.
- {3 M}

2. When there is any breach of duty by a person, which brings an advantage to the person committing it by misleading another to his prejudice.
3. When a party causes, however, innocently, the other party to the agreement to make a mistake as to the substance of the thing which is the subject of the agreement.

The aggrieved party, in case of misrepresentation by the other party, can avoid or rescind the contract [Section 19, Indian Contract Act, 1872]. The aggrieved party loses the right to rescind the contract if he, after becoming aware of the misrepresentation, takes a benefit under the contract or in some way affirms it. Accordingly in the given case, Suraj could not rescind the contract, as his acceptance to the offer of Sohan to bear 40% of the cost of repairs impliedly amounts to final acceptance of the sale [Long v. Lloyd, (1958)].

{2 M}

Answer:

- (b) The problem as asked in the question is based on one of the essentials of a valid contract. Accordingly, one of the essential elements of a valid contract is that the agreement must not be one which the law declares to be either illegal or void. A void agreement is one without any legal effect. Thus any agreement in restraint of trade, marriage, legal proceedings etc., are void agreements.

{2 M}

Thus Mr. X cannot recover the amount of Rs. 5 lakhs promised by Mr. Seth because it is an illegal agreement and cannot be enforced by law.

{1 M}

Answer:

- (c) The examination of Sections 14 and 16 of the Sale of Goods Act, 1930 discloses the following implied warranties:

1. **Warranty as to undisturbed possession [Section 14(b)]:** An implied warranty that the buyer shall have and enjoy quiet possession of the goods. That is to say, if the buyer having got possession of the goods, is later on disturbed in his possession, he is entitled to sue the seller for the breach of the warranty.
2. **Warranty as to non-existence of encumbrances [Section 14(c)]:** An implied warranty that the goods shall be free from any charge or encumbrance in favour of any third party not declared or known to the buyer before or at the time the contract is entered into.
Example: A pledges his car with C for a loan of Rs. 15,000 and promises him to give its possession the next day. A, then sells the car immediately to B, who purchased it on good faith, without knowing the fact. B, may either ask A to clear the loan or himself may pay the money and then, file a suit against A for recovery of the money with interest.
3. **Warranty as to quality or fitness by usage of trade [Section 16(3)]:** An implied warranty as to quality or fitness for a particular purpose may be annexed or attached by the usage of trade.
 Regarding implied condition or warranty as to the quality or fitness for any particular purpose of goods supplied, the rule is 'let the buyer beware' i.e., the seller is under no duty to reveal unflattering truths about the goods sold, but this rule has certain exceptions.
4. **Disclosure of dangerous nature of goods:** Where the goods are dangerous in nature and the buyer is ignorant of the danger, the seller must warn the buyer of the probable danger. If there is a breach of warranty, the seller may be liable in damages.

{1 M for each Correct 4 point}

Answer 6:

- (a) In terms of section 4(1)(c) of the Companies Act, 2013, the powers of the company are limited to:
- (i) Powers expressly given in the "Objects Clause" of the Memorandum (which is popularly known as 'express' power), or conferred by the Companies Act, or by any other statute and {1 M}
 - (ii) powers reasonably incidental or necessary to the company's main objects (termed as "Implied" powers). {1 M}
- The Act further provides that the acts beyond the powers of a company are ultra vires and void and cannot be ratified even though every member of the company may give his consent **[Ashbury Railway Carriage Company Vs Richee]** {1 M}
- The objects clause enables the shareholders, creditors or others to know what its powers are and what is the range of its activities. The objects clause therefore is of fundamental importance to the shareholders, creditors and every other person who deals with the company in any manner what so ever. A company being an artificial legal person can act only within the ambit of the powers conferred upon it by the Memorandum through the "Objects Clause". {1 M}
- Every person who enters into a contractual relationship with a company on any matter is presumed to be aware of its objects and is supposed to have examined the Memorandum of Articles of the company to ensure proper contractual agreement. If a person fails to do so, it is entirely at his own peril. {1 M}
- M/s LSR Pvt. Ltd is authorised to trade directly on fruits and vegetables. It has no power to enter into a partnership for Iron and steel with Mr. J. Such act cannot be treated as being within either the 'express' or 'implied' powers of the company. Mr J who entered into partnership is deemed to be aware of the lack of powers of M/s LSR (Pvt) Ltd. In the light of the above, Mr, J cannot enforce the agreement or liability against M/s LSR Pvt. Ltd under the Companies Act. Mr. J should be advised accordingly. {1 M}

Answer:

- (b) As per the Section 8 of the Companies Act, 2013, the Central Government may by order revoke the licence of the company where the company contravenes any of the requirements or the conditions of this sections subject to which a licence is issued or where the affairs of the company are conducted fraudulently, or violative of the objects of the company or prejudicial to public interest. {1 M}
- Where a licence is revoked, the Central Government may, by order, if it is satisfied that it is essential in the public interest, direct that the company be wound up under this Act or amalgamated with another company registered under this section. {1 M}
- Where a licence is revoked and where the Central Government is satisfied that it is essential in the public interest that the company registered under this section should be amalgamated with another company registered under this section and having similar objects, then, the Central Government may, by order, provide for such amalgamation to form a single company with such constitution, properties, powers, rights, interest, authorities and privileges and with such liabilities, duties and obligations as may be specified in the order. {1 M}
- According to the given situation, on revocation of licence, the Central Government ordered for the amalgamation of the company with the separate entity registered under the section 8 of the Companies Act, 2013. However, an object for which both the Companies formed were promoting different objects. Accordingly, the order passed by the Central Government after the revocation of license, is not in compliance of the Section 8 of the Companies Act, 2013. {2 M}

Answer 6:

- (c) N's suit will not be valid because the performance of a promise is contingent upon the mere will and pleasure of the promisor; hence, there is no contract. } {1 M}
As per section 29 of the Indian Contract Act, 1872 – agreements, the meaning of which is not certain, or capable of being made certain, are void". } {1 M}

PAPER : BUSINESS CORRESPONDENCE & REPORTING

The Question Paper comprises of 5 questions of 10 marks each.
Question No. 7 is compulsory. Out of questions 8 to 11, attempt any three.

SECTION-B : BUSINESS CORRESPONDENCE & REPORTING (40 MARKS)**Answer 7:**

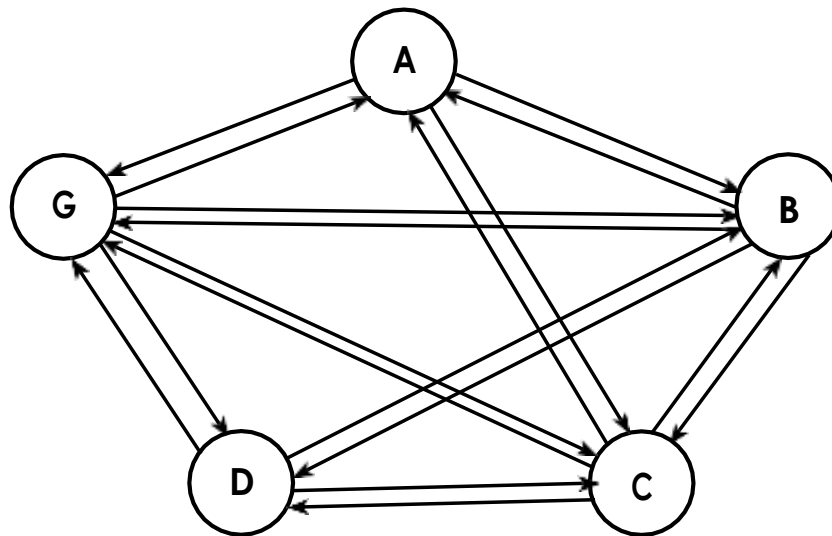
- (a) 1. a)
2. d)
3. b) {1 M each}
4. b)
5. c)

Answer:

- (b) 1) The army captain was awarded the Param Vir Chakra posthumously.
(b) After death
2) Seeing the artist work with such finesse, the crowd cheered.
(a) Expertise
3) His parents were adamant about not sending their son for a two day trip.
(b) Inflexible
- {1 M each}

Answer:

- (c) 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.
- {1 M}

**Star Network**

The usefulness of all networks depends on the structure and size of the company, and the manner of communication between the employees. Good communication relies on the sincerity of the employees within the company as well as properly defined processes in the organization. These parameters help the organization achieve its objectives.

Answer 8:**(a) Unemployment: No longer India's economy capital****Hints:.**

- The world economy is facing 2 major challenges-unemployment and poverty.
- Financial crisis caused by unemployment leads to an overall purchasing power resulting in poverty followed by an increasing burden of debt.
- In India, the problems of underemployment, unemployment and poverty have always been the main hindrances to economic development.
- Another colossal problem is the large population.
- A critical aspect is the regional disparity.
- Mass migration from rural to urban regions is adding to the problems of unemployment and poverty.
- Economic reforms, changes in the industrial policy and better utilization of available resources will reduce the problem.
- The government must initiate long term measures for poverty alleviation.

**(1 M
Each for
any 5
point)**

Answer:**(b) 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 etcetera.

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 maybe 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 their staff 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,

**(1/2 M
Each for
any 6
point)**

norms and ideologies. This can impact intra and inter organizational communication.

The same principle applies to families and family groups, where people have different expectations according to their background and traditions leading to friction and misunderstanding. A very simple example is of the way food is served by a member of a family. It can be the cause of appreciation or displeasure.

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 staff 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.
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.
Moreover, an individual is faced with a huge amount of information every day in the form of emails, texts and social updates. Multitasking is the norm these days. The information overload and trying to accomplish too many things together can result in gaps in communication and miscommunications.
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.

Answer:

- (c)
1. It was quite humorous to see the minister talk about health and fitness issues.
(a) Rotund
 2. The sage is leading a life in the mountain peaks.
(a) spiritual

**{1 M
each}**

Answer 9:**(a)** Date: July 09, 2019Venue: Conference Hall, 2nd Floor, } {1 M}

Meeting Started at 02:00 PM }

In attendance: Mr. Ram Swami Nathan, Head, Sales and Marketing, Mr. Prabhu Das, Product Head, Product lead, four members of the sales team.

Mr. Ram Swami Nathan, Head of Sales and Marketing informed the agenda of the meeting i.e., the sales decline in the product. } {1 M}

Ms. Reena Mathur, Sales lead gave a detailed analysis of the sales figures for the one year.

Her team including Mr. A. Mr. B, Ms. C, Ms. D elaborated on the market trend target customers and their needs.

Mr. Prabhu Das, Product Head expressed concern over the matter, discussed a few changes in the sales strategy. } {1 M}

All the participants contented to the concerns raised and decided to submit their reports.

The Head of Sales and Marketing proposed a vote of thanks and declared the next meeting to discuss reports to be held on August 02, 2019. } {2 M}

ATR to be submitted by July 26, 2019 to the Head Sales and Marketing.

Answer:**(b)** Communication for humans is akin to breathing. From the first cry of the baby to the last breath of a person, communication is an essential part of life. However, good communication is an art that has been developed and honed. Effective communicators practice every aspect of the skill frequently.

It is a fact that our everyday communication is often marred by confusion, misunderstandings, misconceptions, partial understanding and obscurity. Thus, 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 point 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.

(1 M for heading
1 M
Each for 2 point)

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. Often the understanding of a listener is coloured by his own emotions, judgments, opinions, and reactions to what is being said.
While listening for understanding, we focus on the individual and his agenda. A perceptive listener is able to satisfy a customer and suggest solutions as per the needs of the client.
8. **Focus and Attention:** Everyday work environment has multiple activities going on simultaneously. The 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. 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.
9. **Emotional Awareness and Control:** "Human behavior is not under the sole control of emotion or deliberation but results from the interaction of these two processes," Lowenstein said.
However, emotions play a major role in our interactions with other people. They are a powerful force that affects 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.
Consequently, emotional awareness is a necessary element of good communication. While interacting with another person or a group, it is important to understand the emotions you and he/she/they are bringing to the discussion. Managing your own and others emotions and communicating keeping in mind the emotional state of others helps in smooth interaction and breakdown of the communication process.

Answer:

- (c)
1. The farmer is purchasing the horse.
 2. The police officer will give him a ticket for over speeding.
- } {1 M each}

Answer 10:**(a) Language and Gender}{1 M}**

The word 'gender' used in two contexts, first for grammatical gender and second biological gender. Language is influenced by gender. Women tend to use more standard language than men (perhaps due to their position in western societies). On the other hand they also tend to be at the forefront of linguistic innovations. A woman tends to good in verbalization.

{2 M}

{2 M}

Answer:

(b) Informal communication: Informal Communication is the casual, friendly and unofficial. It is spontaneous conversation and exchange of information between two or more persons without conforming to the prescribed official rules, processes, systems, formalities and chain of command.

{1 M}

Informal communication is between family, friends, neighbors, members of the community and other social relations that are based on common interests, tastes and dispositions. Information can flow from any source in any direction.

{1 M}

Employees in an organization interact with each other outside the formal domain. Such communication is called 'grapevine' - gossip in the office. Employees of different departments and varied levels meet and discuss matters casually and informally. The grapevine satisfies the social needs of the people and helps in building relationships. It is also useful in addressing certain needs and grievances of employees.

{1 M}

Answer:

- (c)** 1. The obstacle course was run by me in record time.
2. Costs would be reduced by us if we use less paper.

{1 M each}

Answer 11:**(a) Writing Formal Letters and Official Communication**

Kalu Sarai,
New Delhi
August 09, 2019
MR. Ramesh
Director, Sales and Marketing
XYZ Pvt. Limited
Dear Sir/Ma'am,

{2 M}

Sub: Order Confirmation (No: XYZ/0012/Jun 2019)

I would like to take the opportunity to thank you for giving us a business opportunity. It is an honour for us to be serving your esteemed organization that enjoys a formidable reputation.

I would like to inform you that the 1800 units of machinery ordered vide Order no. XYZ/0012/Jun 2019, will be delivered as per the mutually decided date. In addition, our experts would come to install the machinery and give a detailed demo of its working. We would also provide a free for the next two years, taking care of any wear and tear or products damage. The products has two year warranty period.

For any other query regarding the machinery ordered and its functioning, please feel free to contact us. We would be happy to serve you at the earliest.

{2 M}

Thanks and Regards,
Ashita Bhargava
Sr. Manager
Operations and Admin Department

{1 M}

Answer:

- (b) **Verbal:** Verbal communication involves the use of words and language in delivering the intended message. Though 'verbal' primarily refers to communication through the spoken medium, while categorizing 'types' of verbal communication the written and oral form of communication are included. **{1 M}**
- Written communication includes letters and documents, e-mails, reports, handbooks, brochures, various chat platforms, SMS and any form of written interaction between people. The written form of communication is essential and indispensable for formal business interactions (contracts, memos, press releases, formal business proposals etc.) and legal instructions and documentation. The effectiveness of written communication depends on the writing style, grammar, vocabulary, and clarity. **{1 M}**
 - Oral Communication refers to communication through the spoken word, either face-to-face, telephonically, via voice chat, video conferencing or any other medium. Formal medium like lectures, conferences, seminars, meetings and informal conversations, chit-chat, gossip etc. are part of oral communications. Effectiveness of oral communication depends on clear speech and the tone used by the speaker. Speaking in too high/ low volume or too fast/slow can also impair communication between people. Even non-verbal communications such as body language and visual cues effect the quality of interaction among individuals or group. **{1 M}**

Answer:

- (c) 1. She said that she would be taking a test.
2. The asked his manager if he should email that letter again. **{1 M each}**
