

**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)** 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. {2 M}
- 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; {2 M}
  - (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. {2 M}

**Answer:**

- (b)** **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.
- 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. {1 M for each 4 points}

**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.

**Answer:**

- (c) In this case there comes into existence a valid contract as soon as J puts three one rupee coins in the slot of the ticket vending machine. This amounts to acceptance on the part of J, of an implied offer by the owner of the ticket vending machine. **(Tacit Contract)** {2 M}

**Answer 2:**

- (a) Winding up and dissolution (Section 63): The winding up of a LLP may be either voluntary or by the Tribunal and LLP, so wound up may be dissolved. {1/2 M}
- Circumstances 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.
- Rules for winding up and dissolution (Section 65): The Central Government may make rules for the provisions in relation to winding up and dissolution of LLP. {1 M for each 5 points}
- {1/2 M}

**Answer:**

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

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.

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. {1 M}

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. {1 M}

**Answer 3:**

- (a) As per the facts given, Ravi Private Limited borrowed Rs. 5 crore from Mudra Finance Ltd. This debt is ultra vires to the company, which signifies that Ravi Private Limited has borrowed the amount beyond the expressed limit prescribed in its memorandum. This act of the company can be said to be null and void. {2<sup>1/2</sup> M}
- 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.
- So is being the act void in nature, there being no existence of the contract between the Ravi Private Ltd. and Mudra Finance Ltd. Therefore, the company Ravi Private Ltd. is liable to pay this debt amount upto the limit prescribed in the memorandum. {1 M}
- Remedy available to the Mudra Finance Ltd.:** The impact of the doctrine of ultra vires is that a company can neither be sued on an ultra vires transaction, nor can it sue on it. Since the memorandum is a "public document", it is open to public inspection. Therefore, a company which deals with the other, is deemed to know about the powers of the company. {1<sup>1/2</sup> M}
- So, Mudra Finance Ltd. can claim for the amount within the expressed limit prescribed in its memorandum.

**Answer:**

- (b) **Doctrine of "CAVEAT EMPTOR" (Section 16):**
- In case of sale of goods, the doctrine 'Caveat Emptor' let the buyer beware'. When sellers display their goods in the open market, it is for the buyers to make a proper selection or choice of the goods. If the goods turn out to be defective he cannot hold the seller liable. The seller is in no way responsible for the bad selection of the buyer. The seller is not bound to disclose the defects in the goods which he is selling. {1 M}
  - It is the duty of the buyer to satisfy himself before buying the goods that the goods will serve the purpose for which they are being bought. If the goods turn out to be defective or do not serve his purpose or if he depends on his own skill or judgment, the buyer cannot hold the seller responsible.
- Exceptions:** The doctrine of Caveat Emptor is, however, subject to the following exceptions;
1. **Fitness as to quality or use:** Where the buyer makes known to the seller the particular purpose for which the goods are required, so as to show that he relies on the seller's skill or judgment and the goods are of a description

which is in the course of seller's business to supply, it is the duty of the seller to supply such goods as are reasonably fit for that purpose [Section 16 (1)].

**Example:** An order was placed for some trucks to be used for heavy traffic in a hilly country. The trucks supplied by the seller were unfit for this purpose and broke down. There is a breach of condition as to fitness.

In ***Priest vs. Last***,

P, a draper, purchased a hot water bottle from a retail chemist, P asked the chemist if it would stand boiling water. The Chemist told him that the bottle was meant to hold hot water. The bottle burst when water was poured into it and injured his wife. It was held that the chemist shall be liable to pay damages to P, as he knew that the bottle was purchased for the purpose of being used as a hot water bottle.

Where the article can be used for only one particular purpose, the buyer need not tell the seller the purpose for which he required the goods. But where the article can be used for a number of purposes, the buyer should tell the seller the purpose for which he requires the goods, if he wants to make the seller responsible.

In ***Bombay Burma Trading Corporation Ltd. vs. Aga Muhammad***, timber was purchased for the express purpose of using it as railways sleepers and when it was found to be unfit for the purpose, the Court held that the contract could be avoided.

2. **Goods purchased under patent or brand name:** In case where the goods are purchased under its patent name or brand name, there is no implied condition that the goods shall be fit for any particular purpose [Section 16(1)].
3. **Goods sold by description:** Where the goods are sold by description there is an implied condition that the goods shall correspond with the description [Section 15]. If it is not so then seller is responsible.
4. **Goods of Merchantable Quality:** Where the goods are bought by description from a seller who deals in goods of that description there is an implied condition that the goods shall be of merchantable quality. The rule of Caveat Emptor is not applicable. But where the buyer has examined the goods this rule shall apply if the defects were such which ought to have not been revealed by ordinary examination [Section 16(2)].
5. **Sale by sample:** Where the goods are bought by sample, this rule of Caveat Emptor does not apply if the bulk does not correspond with the sample [Section 17].
6. **Goods by sample as well as description:** Where the goods are bought by sample as well as description, the rule of Caveat Emptor is not applicable in case the goods do not correspond with both the sample and description or either of the condition [Section 15].
7. **Trade Usage:** An implied warranty or condition as to quality or fitness for a particular purpose may be annexed by the usage of trade and if the seller deviates from that, this rule of Caveat Emptor is not applicable [Section 16(3)].  
**Example:** In readymade garment business, there is an implied condition by usage of trade that the garments shall be reasonably fit on the buyer.
8. **Seller actively conceals a defect or is guilty of fraud:** Where the seller sells the goods by making some misrepresentation or fraud and the buyer relies on it or when the seller actively conceals some defect in the goods so that the same could not be discovered by the buyer on a reasonable examination, then the rule of Caveat Emptor will not apply. In such a case the buyer has a right to avoid the contract and claim damages.

{1 M  
for  
each  
correct  
6  
points}

**Answer 4:**

- (a) As per the provisions of section 24 of the Sale of Goods Act, 1930, 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 the buyer 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
  - (c) he does something to the good which is equivalent to accepting the goods e.g. he pledges or sells the goods.
- Referring to the above provisions, we can analyse the situation given in the question. Since, Mr. Joshi, who had taken delivery of the Motor car on Sale or Return basis and pledged the motor car to Mr. Ganesh, has attracted the third condition that he has done something to the good which is equivalent to accepting the goods e.g. he pledges or sells the goods. Therefore, the property therein (Motor car) passes to Mr. Joshi.
- Now in this situation, Ms. Preeti cannot claim back her Motor Car from Mr. Ganesh, but she can claim the price of the motor car from Mr. Joshi only.

**Answer:**

- (b) As per the provisions of Section 30(5) of the Indian Partnership Act, 1932, at any time within six months of his attaining majority, or of his obtaining knowledge that he had been admitted to the benefits of partnership, whichever date is later, such person may give public notice that he has elected to become or that he has elected not to become a partner in the firm, and such notice shall determine his position as regards the firm.
- However, if he fails to give such notice, he shall become a partner in the firm on the expiry of the said six months.
- If the minor becomes a partner by his failure to give the public notice within specified time, his rights and liabilities as given in Section 30(7) are as follows:
- (A) He becomes personally liable to third parties for all acts of the firm done since he was admitted to the benefits of partnership.
  - (B) His share in the property and the profits of the firm remains the same to which he was entitled as a minor.
    - (i) In the instant case, since, X has failed to give a public notice, he shall become a partner in the M/s ABC & Co. and becomes personally liable to Mr. L, a third party.
    - (ii) In the light of the provisions of Section 30(7) read with Section 30(5) of the Indian Partnership Act, 1932, since X has failed to give public notice that he has not elected to not to become a partner within six months, he will be deemed to be a partner after the period of the above six months and therefore, Mr. L can recover his debt from him also in the same way as he can recover from any other partner.

**Answer 5:**

- (a) The legal liability of a joint promisor, joint promisee and other connected issues are set out in Sections 42, 43 and 44 of the Indian Contract Act, 1872. In terms of **section 42** of the Act "When two or more persons have made a joint promise then unless a contrary intention appears from the contract, all such persons, during their joint lives, and after the death of any one of them, his representative jointly with the survivor or survivors and after the death of the last survivor, representatives of all jointly must fulfill the promise".



Further, the promisee can enforce his right against any one of the joint promisor and if he does so then the rights and duties of the other promisors is to make contributions. In terms of **section 43** of the Act, (i) when two or more persons make joint promise, the promisee can compel any one of the joint promisors to perform the whole of promise. (ii) in the above situation, the performing promisor can enforce contribution from other joint promisors, in the absence of express agreement to the contrary. {1 M}

**Section 44** of the Act, states that in the matter of release of one of the joint promisors, it must be understood that such a release does not discharge other joint promisors nor does the released joint promisor would stand released to other joint promisor or promisors. {1 M}

Hence, in the instant case, D, E and F who are partners in a firm, jointly promised to pay Rs. 1,50,000/- to A. Later on, F became insolvent and his private assets are sufficient to pay only 1/5th of his share of debt i.e. Rs. 10,000/- (1/5th of Rs. 50,000/-) (Amount to be contributed by F is Rs. 50,000/- (1/3rd of Rs. 1,50,000/-). A recovers the whole amount from D through a legal action. {1<sup>1/2</sup> M}

Here, D is entitled to receive

- (a) From F's assets: Rs. 10,000/-
- (b) From E : Rs. 70,000/- (Rs. 50,000/- being his own share +  $\frac{1}{2}$  (50,000 - 10,000) i.e. Rs. 20,000/- being one half share of total loss of Rs. 40,000/- due to F's insolvency). {1<sup>1/2</sup> M}

Thus, in the above case, under the provisions of the Indian Contract Act, 1872, D can recover Rs. 70,000/- from E.

**Answer:**

- (b) According to section 17 of the Indian Contract Act, 1872, mere silence as to facts likely to affect the willingness of a person to enter into a contract is not fraud, unless the circumstances of the case are such that, regard being had to them, it is the duty of the person keeping silence to speak, or unless his silence is, in itself, equivalent to speech. Hence, in the instant case, {1<sup>1/2</sup> M}
- (a) This contract is valid since as per section 17 mere silence as to the facts likely to affect the willingness of a person to enter into a contract is not fraud. Here, it is not the duty of the seller to disclose defects. {1<sup>1/2</sup> M}
  - (b) This contract is not valid since as per section 17 it becomes P's duty to tell Q about the unsoundness of the horse because a fiduciary relationship exists between P and his daughter Q. Here, P's silence is equivalent to speech and hence amounts to fraud. {1<sup>1/2</sup> M}
  - (c) This contract is not valid since as per section 17, P's silence is equivalent to speech and hence amounts to fraud. {1<sup>1/2</sup> M}

**Answer 6:**

- (a) As per the provisions of Sub-Rule (7) of Rule 3 of the Companies (Incorporation) Rules, 2014, an OPC cannot convert voluntarily into any kind of company unless two years have expired from the date of its incorporation, except threshold limit (paid up share capital) is increased beyond fifty lakh rupees or its average annual turnover during the relevant period exceeds two crore rupees. {2 M}
- In the instant case, Mr. Anil formed an OPC on 16<sup>th</sup> April, 2018 and its turnover for the financial year ended 31<sup>st</sup> March, 2019 was Rs. 2.25 Crores. Even though two years have not expired from the date of its incorporation, since its average annual turnover during the period starting from 16<sup>th</sup> April, 2018 to 31<sup>st</sup> March, 2019 has exceeded Rs. 2 Crores, Mr. Anil can convert the OPC into a private limited company along with Sunil. {2 M}

**Answer:**

- (b) **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". {3 M}
- In the given problem W has made the payment of lawful dues of Z in which W had an interest.
- Therefore, W is entitled to get the reimbursement from Z. {1 M}

**Answer:**

- (c) **Dissolution of Firm Vs. Dissolution of Partnership**

S.No.	Basis of Difference	Dissolution of Firm	Dissolution of Partnership
1.	Continuation of business	It involves discontinuation of business in partnership.	It does not affect continuation of business. It involves only reconstitution of the firm.
2.	Winding up	It involves winding up of the firm and requires realization of assets and settlement of liabilities.	It involves only reconstitution and requires only revaluation of assets and liabilities of the firm.
3.	Order of court	A firm may be dissolved by the order of the court.	Dissolution of partnership is not ordered by the court.
4.	Scope	It necessarily involves dissolution of partnership.	It may or may not involve dissolution of firm.
5.	Final closure of books	It involves final closure of books of the firm.	It does not involve final closure of the books.

{1 M  
for  
each 4  
points}

**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) Non-verbal communications such as body language and visual cues affect the quality of interaction among individuals or group. An individual's facial expressions, stances, gestures, touches, and other physical signals constitute body language of communication. For example, leaning forward may mean friendliness, acceptance and interest, while crossing arms can be interpreted as antagonistic or defensive posture. {1 M}
- {1 M}

**Answer:**

- (b) (i) Glittering
- (ii) Inconstancy
- (iii) Varun said that Every Kid should learn coding. {1 M Each}

**Answer:**

**(c) "Electronic Gadgets"- Risky affair for youth. } {1 M}**

It is very common these days that people use electronic gadgets in every sphere of life. For the sake of listening music they overdo it and risk their life. There are some live examples. An electrician failed to repair the iron because of his earphones addiction. You may find many earphone addicts commute by the metro every day. We spotted a duffel bag and the bomb scare lasted for several minutes. Suddenly a youth came and took his bag and he is totally unaware of the situation just because of his earphones addiction. } {4 M}

**Answer 8:**

- (a) (i)** The possible reasons behind employees quitting the company after acquiring higher qualifications could be an unstable future and lack of growth in ABC Insurance Co. Ltd. } {2 M}
- (ii)** Yes, there is a need to amend the policy of educational reimbursement. For ex: an employee shall at least serve the company for a minimum of three years after seeking such reimbursement. } {1 M}
- (iii)** In order to overcome high employee attrition problem, employer should ensure the upgraded level of company. Employees should be provided with utmost growth and ensured satisfaction. } {2 M}

**Answer:**

**(b) (i)**

**Recycling**

1. **Meaning**
  - 1.1 Prcs. of reusing
  - 1.2 Imp. to recycle
    - 1.2.1 to save natural resources
2. **Waste recycling**
  - 2.1 Help to save energy
  - 2.2 Reduce pllutn.
  - 2.3 Imp for envt. & humans
3. **Plastic Material**
  - 3.1 Reduce Pollution
    - 3.1.1 Water Pollution
    - 3.1.2 Air Pollution
  - 3.2 Imp to have waste disposal system

**Key Note –**

- |    |      |   |             |         |
|----|------|---|-------------|---------|
| 1. | Prcs | - | Process     | } {1 M} |
| 2. | Imp  | - | Important   |         |
| 3. | Envt | - | Environment |         |
| 4. | &    | - | And         |         |
| 5. | Sysm | - | System      |         |

**(ii) Summary :**

Recycling is regarded as the process of reusing the items which are generally regarded as waste but are of great utility. It ensures the conservation of natural resources for future generation along with saving energy. Recycling of plastic material also helps in reducing air and water pollution. In short, we can say that recycling is the best way to have ecofriendly environment. } {2 M}



**Answer 9:**

- (a) **Listening for Understanding :** We are bombarded by noise and sound in all our waking hours. We 'hear' conversations, news, gossips 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/she absorbs the given information, processes it, understands its context and meaning and to form an accurate, reasoned, intelligent response. {1 M}
- The listener has to be objective, practical and in control of his emotion. 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. {1 M}

**Answer:**

- (b) (i) The entire stretch of highway was cleaned by the crew. {1 M Each}  
 (ii) The homeowners remodeled the house to help it sell.  
 (iii) Socrates said that virtue is its own reward.

**Answer:**

- (c) **The Pros and cons of online education in India**  
 - By XYZ

**Pros and Cons of Online Classes** – The widespread outbreak of coronavirus has led to moving towards online classes by schools, colleges, coaching's, etc. Although online classes were already in place in many places, COVID-19 has paved a new way of teaching all over the country through online classes. Almost all schools, colleges, universities, etc. have now started online classes for the students so as to continue the studies in this time of pandemic. These online classes are being helpful for the teachers and students in completing the syllabus of the class which has not been possible in any other way. At present, both teachers and students have adopted this new model of education and are trying to get used to it with each passing day. But along with various advantages of online classes, there are some disadvantages too. Students are facing some difficulties in online classes like difficulty in clearing doubts properly, network issues and many more. Along with this, many still believe that online classes can never be an alternative to brick and mortar classes. Here, we have listed some of the pros and cons of online classes. Read the full article to know about all the pros and cons of online classes.

**Pros of Online Classes**

Following are the pros of online classes-

**Study Anywhere** – Online classes are available to a student sitting anywhere in the world provided he/she has a proper internet connection. So, if students are not in the city of their school or college then also they can avail the online classes easily. All they need to have is a working internet connection.

**Elimination of travel time and Cost –**

Online classes have eliminated the time and cost required to reach the school or college. In this way students are saving a lot of their precious time which they can utilize in any other productive work. Also, the cost incurred in daily travel to school and back to home has been totally eliminated with online classes.

**Prevention of loss of studies** – In this time of pandemic, online classes have come up as a boon for students. This is because if schools and colleges did not use online classes for studies, students would have wasted a lot of time in the session and it would have been really difficult to cover the entire course later. Through online classes, the session is going on at a similar pace as it would have been in offline classes.

{Any 5 points each 1 Mark}

**Individualized study** – Online classes provide an individualized study environment to a student where he/she can study alone. Many times, students become shy in asking queries in front of the entire class but in online classes no one is around, so students can easily ask questions.

Moreover, this individualized study also prevents students from any kind of disturbance.

**Monitoring by Parents** – With the help of online classes, parents are also able to check and know what their children are studying, how teachers are teaching in the class. Also, they can also motivate their children to take up doubts. Basically, online classes also involve parents in the studies of students which was not the same in case of offline classes.

**Introduction to new technologies** – Online classes have introduced students to new technologies. They now know how to use a particular software through which the school is teaching or have knowledge about various other platforms which are being used for online classes. So, these classes are also making the students technologically advanced.

#### **Cons of Online Classes**

As online classes have emerged as the only solution for education during lockdown, there are many cons related to it. However these can be minimized with a little care.

**Network Issues** - One of the biggest problems of online classes is network issues. It has been seen students struggle a lot to connect to the session due to internet issues. Many times, teachers are not audible, not visible and much more. In such cases of network disruption, all the students start to talk at the same time which again creates another mess. So, network issues must be resolved for proper conduction of online classes.

**Lacks One to One teaching** - Online classes lack one to one teaching means these lack proper communication between students and teachers. Although students have the option to ask their queries in the online classes also but students find it difficult to get their doubts solved in a proper way. So many students are asking or putting their queries in the chat section that some are missed.

**Continuous Use of Mobile/Laptop** - One major concern of online classes is that students have to be on electronic devices like mobile phones, laptops or tablets continuously for 5-6 hours. This is not beneficial for students and will also cause health issues like eye strain to the students.

**Requires Self-Discipline** - In online classes, teachers are not able to monitor the students in the same way as offline classes, so these require a student to be self-disciplined. If a student is not disciplined, he/she may not pay attention to what the teacher is teaching in the class.

Proper utilization of online classes can lead to a new model of education involving online classes along with offline classes. But, proper care should be taken to minimize the cons of online classes.

#### **Answer 10:**

- (a) Formal communication: Formal Communication, both oral and written, follows certain rules, principles and conventions in conveying the message,. The hierarchy in the organization has to be followed. Formal format, style and language have to be used. The communication pattern can be vertical, horizontal or diagonal. {2 M}

**OR**

Encoding is the process of turning thoughts into communication. The encoder uses a 'medium' to send the message – a phone call, email, text message, face-to-face meeting, or other communication tool. The level of conscious thought that goes into encoding messages may vary. {2 M}

**Answer:**

- (b) (i) Brief  
 (ii) Mysterious  
 (iii) The angry mother jeered to her son if he supposed that he knew better than his own father. } {1 M Each}

**Answer:**

(c) **Project to interconnect rivers in India**  
 - **By XYZ**

New Delhi, 16 July. The interlinking of river project is a Civil Engineering project, which aims to connect Indian rivers through reservoirs and canals. The farmers will not have to depend on the monsoon for cultivation and also the excess or lack of water can be overcome during flood or drought. You will be surprised to know that India has approx four percent of the water available, and India's population is around 16 percent of the world's population. But every year, hundreds of millions of cubic cusec water flows into the ocean and India has to meet its needs with only 4 percent of the water.

Every project has two aspects, but we should focus on how much more people will get benefit from this project. This article is based on the interlinking of the river project, in which its history and the benefits of this project are explained.

**What is the interlinking River project?**

This project will connect 60 rivers of India, including river Ganga.

Hopefully, with the help of this project, there will be a reduction in the dependence of farmers on uncertain monsoon rains and there will also be millions of cultivated land for irrigation. This project is divided into three parts: North Himalayan river link constituents; Southern Peninsular Component starting from 2005, Interstate interlinking of rivers. This project is being managed under the National Water Development Authority of India (NWDA), Ministry of Water Resources.

- This project can solve the problem of drought and flood because at the time of need the river which causes flood can give water to the area of the river which has a shortage of water because the water can be stored or water can be transferred from water surplus area to the deficit. Ganga and the Brahmaputra region can get rid of floods that come every year with the help of this project.

- The irrigation, land will also increase by about 15 percent.

- 15,000 km of river and 10,000 km of navigation will be developed. Thereby reducing the transportation cost.

- Large scale afforestation and about 3,000 tourist spots will be built.

- This project will solve the problems of drinking water and financially also will solve the problem.

- It is also possible to get jobs for landless farmers in rural areas.

**Disadvantages of Interlinking River Project**

There may be advantages as well as disadvantages of the project. Rivers are being considered an integral part of our life from the beginning, and any kind of human intervention can prove to be destructive. For the completion of the Interlinking River project, many big dams, canals, and reservoirs will have to be constructed due to which the surrounding land will become swampy and will not be suitable for agriculture. This can also reduce the production of food grains. Where or in which area to bring so much water, which canal is to be transferred, it is mandatory to study and research it adequately. The cost of this project in 2001 was Rs. 5,60,000 crore but in reality, there is a possibility that it will be more.

Taking the water of Ganga above the Vindhya towards Cauvery, will cost a lot more and for this, large diesel pumps will be used, more than 4.5 lakhs people will be

{Any 5 points each 1 Mark}

almost displaced, 79,292 forests will also be submerged in water. It can also be understood that without joining river the reality, there is a possibility that it will be more.

Taking the water of Ganga above the Vindhya towards Cauvery, will cost a lot more and for this, large diesel pumps will be used, more than 4.5 lakhs people will be almost displaced, 79,292 forests will also be submerged in water. It can also be understood that without joining rivers, the problem of flood and drought can be solved.

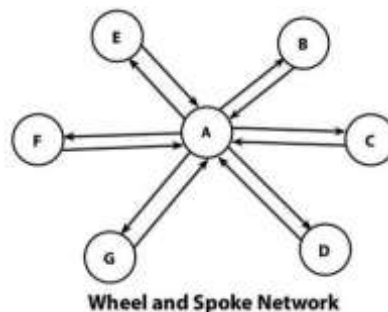
**Answer 11:**

**(a) Wheel & Spoke Network :**

This is an organization where there is a single controlling authority who gives instructions and orders to all employees working under him/her. All employees get instructions directly from the leader and report back to him/her. It is direct and efficient for a small business/company, but inappropriate way of communication in a large organization with many people. A company with many employees needs more decision makers or nothing would get done. Can a large conglomerate like Reliance or Tata Sons have one person making decisions? Moreover, if the central figure is not competent, the entire business will suffer.

{1 M}

{1 M}



**Answer:**

- (b)**
- |   |                   |
|---|-------------------|
| <p>(i) To be a pioneer</p> <p>(ii) Perplexed</p> <p>(iii) Will a story be told by you?</p> <p>(iv) Conflict</p> | <p>{1 M Each}</p> |
|---|-------------------|

**Answer:**

- (c)** Letter informing about the postponement of interview date

Sender's address

Date

Receiver's designation

Receiver's address

Subject – Letter regarding the postponement of interview date

Dear Mr Bansal

This letter is to inform you that the interview that was scheduled with Mr. Gupta, CEO, ABC Company, has been postponed. The interview was planned to take place on 1 Oct, 2020 but this has changed. The meeting has been postponed to 15 Oct, 2020. The venue and the timing of the interview meeting however remains the same.

{2 M}

It has been postponed due to some unavoidable circumstances. In case of any other queries, you can either revert to the same letter or drop in an e-mail on our official email id.

We apologies for the inconvenience caused.

Thank you

Yours sincerely

Name of Sender

Designation of Sender

{2 M}

— \*\* —

Mittal Commerce Classes