

(GCF-9, 11, 12, 13, 14, 15, VCF-VDCF-SCF-3, VTW-1+Fnd, VDTW-1+Fnd, GTW-1+Fnd, STW-1+Fnd, JCC 12th+Foundation)
 DATE: 03.05.2022 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 from part of the answer.

Answer 1:

- (a) Yes, it is mandatory for Navita to withdraw her nomination in the said OPC as she is leaving India permanently as only a natural person who is an Indian citizen and resident in India shall be a nominee in OPC. {2^{1/2} M}
- (b) Yes, Navita can continue her nomination in the said OPC, if she maintained the status of Resident of India after her marriage by staying in India for a period of not less than 120 days during the immediately preceding financial year. {2^{1/2} M}

Answer:

(b) 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. {1 M}

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 contract between A & B was executed whereby A pays money to B for delivering some goods to C. C has not paid any consideration can enforce the agreement ?

Answer: Yes, because 'C' is the beneficiary 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. {1 M for each correct 6 pts.}

(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.

Example: If L gives to M Rs. 2,000 to be given to N, and M informs N that he is holding the money for him, but afterwards M refuses to pay the money. N will be entitled to recover the same from the former.

- (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.

Answer 2:

- (a) Designated Partner [Section 2(j)]: "Designated partner" means any partner designated as such pursuant to section 7. {1/2 M}
- According to section 7 of the LLP Act, 20018:
- (i) Every LLP shall have at least two designated partners who are individuals and at least one of them shall be a resident in India.
 - (ii) If in LLP, all the partners are bodies corporate or in which one or more partners are individuals and bodies corporate, at least two individuals who are partners of such LLP or nominees of such bodies corporate shall act as designated partners. {1^{1/2} M Each}
 - (iii) Resident in India: For the purposes of this section, the term "resident in India" means a person who has stayed in India for a period of not less than 182 days during the immediately preceding one year.

Answer:

- (b) Dissolution of Firm: The Dissolution of Firm means the discontinuation of the jural relation existing between all the partners of the Firm. But when only one of the partners retires or becomes incapacitated from acting as a partner due to death, insolvency or insanity, the partnership, i.e., the relationship between such a partner and other is dissolved, but the rest may decide to continue. In such cases, there is in practice, no dissolution of the firm. The particular partner goes out, but the remaining partners carry on the business of the Firm. In the case of dissolution of the firm, on the other hand, the whole firm is dissolved. The partnership terminates as between each and every partner of the firm. {1 M}

Dissolution of a Firm may take place (Section 39 - 44)

- (a) as a result of any agreement between all the partners (i.e., dissolution by agreement); {1 M}
- (b) by the adjudication of all the partners, or of all the partners but one, as insolvent (i.e., compulsory dissolution); {1 M}
- (c) by the business of the Firm becoming unlawful (i.e., compulsory dissolution);
- (d) subject to agreement between the parties, on the happening of certain contingencies, such as: (i) effluence of time; (ii) completion of the venture for which it was entered into; (iii) death of a partner; (iv) insolvency of a partner. {1 M}
- (e) by a partner giving notice of his intention to dissolve the firm, in case of partnership at will and the firm being dissolved as from the date mentioned in the notice, or if no date is mentioned, as from the date of the communication of the notice; and {1 M}

- (f) by intervention of court in case of: (i) a partner becoming the unsound mind; (ii) permanent incapacity of a partner to perform his duties as such; (iii) Misconduct of a partner affecting the business; (iv) willful or persistent breaches of agreement by a partner; (v) transfer or sale of the whole interest of a partner; (vi) improbability of the business being carried on save at a loss; (vii) the court being satisfied on other equitable grounds that the firm should be dissolved. {2 M}

Answer 3:

- (a) Acceptance to an offer cannot be implied merely from the silence of the offeree, even if it is expressly stated in the offer itself. Unless the offeree has by his previous conduct indicated that his silence amount to acceptance, it cannot be taken as valid acceptance. So in the given problem, if B remains silent, it does not amount to acceptance. {2 M}

(Felthouse Vs. Bindley)

The acceptance must be made within the time limit prescribed by the offer. The acceptance of an offer after the time prescribed by the offeror has elapsed will not avail to turn the offer into (1) contract. **(Ramsgate Victoria Hotel v Montefiore)** {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) X has no remedy against the seller as the doctrine of Caveat emptor will apply: **"Caveat emptor"** means "let the buyer beware", i.e. in sale of goods the seller is under no duty to reveal unflattering truths about the goods sold. Therefore, when a person buys some goods, he must examine them thoroughly. If the goods turn out to be defective or do not suit his purpose, or if he depends upon his skill and judgment and makes a bad selection, he cannot blame anybody exempting himself. {3 M}

The rule is enunciated in the opening works of section 16 of the sale of goods act, 1930 which runs thus, "Subject to the provisions of this Act and of any other law for the time being in force, there is no implied warranty or condition as to the quality or fitness for any particular purpose of goods supplied under a contract of sale. (Section 16)

Answer 4:

(a) **Company limited by guarantee:** Section 2(21) of the Companies Act, 2013 defines it as the company having the liability of its members limited by the memorandum to such amount as the members may respectively undertake by the memorandum to contribute to the assets of the company in the event of its being wound up. Thus, the liability of the member of a guarantee company is limited upto a stipulated sum mentioned in the memorandum. Members cannot be called upon to contribute beyond that stipulated sum. {3 M}

Similarities and dis-similarities between the Guarantee Company and the Company having share capital:

The common features between a 'guarantee company' and 'share company' are legal personality and limited liability. In the latter case, the member's liability is limited by the amount remaining unpaid on the share, which each member holds. Both of them have to state in their memorandum that the members' liability is limited. {3 M}

However, the point of distinction between these two types of companies is that in the former case the members may be called upon to discharge their liability only after commencement of the winding up and only subject to certain conditions; but in the latter case, they may be called upon to do so at any time, either during the company's life-time or during its winding up.

Answer:

- (b) (i) Duty of the buyer according to the doctrine of "Caveat Emptor": In case of sale of goods, the doctrine 'Caveat Emptor' means '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}
- Duty of the seller according to the doctrine of "Caveat Emptor": The following exceptions to the Caveat Emptor are the duties of the seller:
1. Fitness as to quality or use
 2. Goods purchased under patent or brand name
 3. Goods sold by description
 4. Goods of Merchantable Quality
 5. Sale by sample
 6. Goods by sample as well as description
 7. Trade usage
 8. Seller actively conceals a defect or is guilty of fraud
- {1/2 M for each correct 7 pts.}
- (ii) As Mr. Das has specifically mentioned that he required the wood which would be best suited for the purpose of making wooden doors and window frames but the seller supplied Mango tree wood which is most unsuitable for the purpose. Mr. Das is entitled to get the money back or the right kind of wood as required serving his purpose. It is the duty of the seller to supply such goods as are reasonably fit for the purpose mentioned by buyer. [Section 16(1) of the Sale of Goods Act, 1930] {1 1/2 M}

Answer 5:

- (a) As per section 43 of the Indian Contract Act, 1872, when two or more persons make a joint promise, the promisee may, in the absence of express agreement to the contrary, compel any one or more of such joint promisors to perform the whole of the promise. } {3 M}
- Each of two or more joint promisors may compel every other joint promisor to contribute equally with himself to the performance of the promise, unless a contrary intention appears from the contract.
- If any one of two or more joint promisors makes default in such contribution, the remaining joint promisors must bear the loss arising from such default in equal shares.
- Therefore, in the instant case, Sanjay is entitled to receive Rs. 50,000 from Vijay's assets and Rs. 2,75,000 from Ajay. } {1 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. } {3 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) According to Section 20 of the Indian Partnership Act, 1932, the partners in a firm may, by contract between the partners, extend or restrict implied authority of any partners. } {2 M}
- Notwithstanding any such restriction, any act done by a partner on behalf of the firm which falls within his implied authority binds the firm, unless the person with whom he is dealing knows of the restriction or does not know or believe that partner to be a partner.
- The implied authority of a partner may be extended or restricted by contract between the partners. Under the following conditions, the restrictions imposed on the implied authority of a partner by agreement shall be effective against a third party:
1. The third party knows about the restrictions, and
 2. The third party does not know that he is dealing with a partner in a firm.
- Now, referring to the case given in the question, M supplied furniture to A, who ultimately sold them to a third party and M was also ignorant about the agreement entered into by the partners about the change in their role. M also is not aware that he is dealing with a partner in a firm. Therefore, M on the basis of knowledge of implied authority of A, can recover money from the firm. } {1 M}
- But in the second situation, if M was having knowledge about the agreement, he cannot recover money from the firm. } {1 M}

Answer 6:

- (a) **Difference between contingent contract and wagering contract**

| Basis of difference | Contingent contract | Wagering contract |
|---------------------|---|---|
| Meaning | A contingent contract is a contract to do or not to do something with reference to a collateral event happening or not happening. | A wagering agreement is a promise to give money or money's worth with reference to an uncertain event happening or not happening. |

| | | |
|--|---|---|
| Reciprocal promises | Contingent contract may not contain reciprocal promises. | A wagering agreement consists of reciprocal promises. |
| Uncertain event | In a contingent contract, the event is collateral. | In a wagering contract, the uncertain event is the core factor. |
| Nature of contract | Contingent contract may not be wagering in nature. | A wagering agreement is essentially contingent in nature. |
| Interest of contracting parties | Contracting parties have interest in the subject matter in contingent contract. | The contracting parties have no interest in the subject matter. |
| Doctrine of mutuality of lose and gain | Contingent contract is not based on doctrine of mutuality of lose and gain. | A wagering contract is a game losing and gaining alone matters. |
| Effect of contract | Contingent contract is valid. | A wagering agreement is void. |

{1 M
for each
valid
6 pts.}

Answer:

(b) Exceptions to the Rule Nemo dat Quod Non Habet: The term means, "none can give or transfer goods what he does not himself own". Exceptions to the rule and the cases in which the Rule does not apply under the provisions of the Sale of Goods Act, 1930 are enumerated below:

- (i) Sale by a Mercantile Agent: A sale made by a mercantile agent of the goods or document of title to goods would pass a good title to the buyer in the following circumstances, namely;
 - (a) if he was in possession of the goods or documents with the consent of the owner;
 - (b) if the sale was made by him when acting in the ordinary course of business as a mercantile agent; and
 - (c) if the buyer had acted in good faith and has at the time of the contract of sale, no notice of the fact that the seller had no authority to sell. (Proviso to Section 27).
- (ii) Sale by one of the joint owners: If one of the several joint owners of goods has the sole possession of them with the permission of the others the property in the goods may be transferred to any person who buys them from such a joint owner in good faith and does not at the time of the contract of sale have notice that the seller has no authority to sell. (Section 28)
- (iii) Sale by a person in possession under voidable contract: A buyer would acquire a good title to the goods sold to him by seller who had obtained possession of the goods under a contract voidable on the ground of coercion, fraud, misrepresentation or undue influence provided that the contract had not been rescinded until the time of the sale (Section 29).
- (iv) Sale by one who has already sold the goods but continues in possession thereof: If a person has sold goods but continues to be in possession of them or of the documents of title to them, he may sell them to a third person, and if such person obtains the delivery thereof in good faith without notice of the previous sale, he would have good title to them, although the property in the goods had passed to the first buyer earlier. A pledge or other deposition of the goods or documents of title by the seller in possession are equally valid. [Section 30(1)]
- (v) Sale by buyer obtaining possession before the property in the goods has vested in him: Where a buyer with the consent of seller obtains possession of the goods before the property in them has passed to him, he may sell, pledge or otherwise dispose of the goods to a third person, and if such person obtains delivery of the goods in good faith and without notice of the lien or

{1 M
for each
correct
6 pts.}

- other right of the original seller in respect of the goods in good faith and without notice of the lien or other right of the original seller in respect of the goods, he would get a good title to them. [Section 30(2)].
- (vi) Sale by an unpaid seller: Where an unpaid seller who had exercised his right of lien or stoppage in transit resells the goods, the buyer acquires a good title to the goods as against the original buyer [Section 54(3)].
- (vii) Sale under the provisions of other Acts:
- (i) Sale by an official Receiver or liquidator of the company will give the purchaser a valid title.
 - (ii) Purchase of goods from a finder of goods will get a valid title under circumstances.
 - (iii) Sale by a pawnee under default of pawnor will give valid title to the purchaser.

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)****Answer Sheet**

| | | | | |
|------------|------------|------------|------------|------------|
| 1. | 2. | 3. | 4. | 5 |
| (B) | (D) | (D) | (C) | (B) |

{1 Mark Each}**Answer:****(b)**

Visual communication is effected through visual aids such as signs, typography, drawing, graphic design, illustration, color and other electronic resources usually reinforces written communication. It is a powerful medium to communicate. Thus print and audio-visual media makes effective use of adverts to convey their message. Visuals like videos graphs, pie charts and other diagrammatic presentations convey clearly and concisely a great deal of information.

{1 M}**Answer:****(c)**

- (i) d
- (ii) c
- (iii) By whom was this essay written?
- (iv) Sheila exclaimed in wonder that Seema was smart.

{1 Mark Each}**Answer 8:****(a)**

A communication network refers to the method and pattern used by members of an organization to pass on information to other employees in the organization. Network helps managers create various types of communication flow according to requirement of the task at hand. Some companies have established and predefined networks of communication for specified venture.

{1 M}**Answer:****(b)**

- (i) a
- (ii) c
- (iii) A pen is used by Rajesh to sketch figures.
- (iv) Elders always say that if you work hard, you will succeed. (Universal truth)

{1 Mark Each}**Answer:****(c)**

Circular No. XI 24th April, 2022

Dismissal of staff member

For all employees

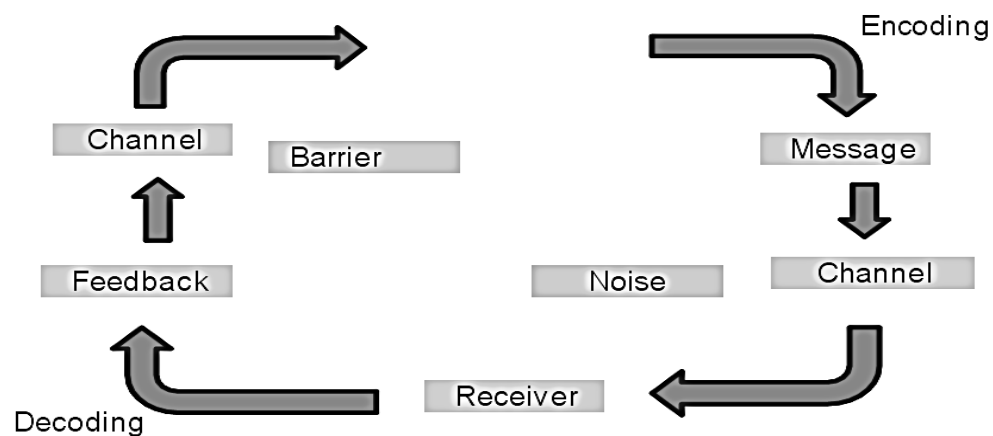
This is to inform that Mr. PQR, holding the position of Sales Head has been suspended from his responsibilities due to multiple charges of misappropriation of office funds against him. He is currently at large and avoiding police arrest. Staff is instructed to immediately report any information/clue about him to the undersigned.

Simran Jain
Head , HR.

{2 M}**{3 M}**

Answer 9:**(a) The process of communication entails :**

1. The purpose or reason for the communication.
 2. The framing of the content of the message
 3. The medium used for conveying the message. (For example, internet, written text, speech, pictures, gestures and so on).
 4. Transmitting the formulated message.
- } {1 M}
5. Messages are often misinterpreted due to external disturbances such as noise created by humans, traffic and natural forces. These factors can result in miscommunication.
 6. Receiving the message.
 7. Deciphering and making sense of the message. decode
 8. Interpreting and figuring out what the receiver thinks is the real message.
- } {1 M}

**Answer:**

- (b)** (i) (1) Plentiful {1 M}
- (ii) (1) Elaborate {1 M}
- (iii) Reena commented/said that nobody could solve the problem on the earth. {1 M}

Answer:**(c) Précis':**

Exploring ancient DNA: Innovations and Findings {1 M}

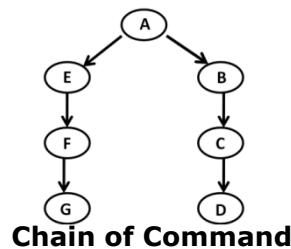
Contrary to their earlier belief, in the late 1980s, scientists/researchers could search for remnants of DNA that existed in the primitive era/times after the development of the PCR technique (Polymerase Chain Reaction) that could copy minute quantities of DNA. {2 M}

More recently, researchers have isolated DNA from 20-million-year-old magnolia leaves and successfully extracted DNA from a 135-million-year-old weevil found in amber. Microbiologist Scoot R. Woodward with his team were the first to find genetic material belonging to a dinosaur. He pulled two bone fragments from a Cretaceous siltstone layer from the top of a coal seam from which researchers isolated strands of DNA and used PCR to copy a segment that codes for a protein called Cytochrome b. DNA sequence was determined from the copies. Due care was taken to avoid contamination of samples with modern DNA. Evidence indicated that the samples found belonged to one or two dinosaur species. {2 M}

Answer 10:

- (a) Communication pattern that follows the chain of command from the senior to the junior is called the chain network. Communication starts at the top, like from a CEO, and works its way down to the different levels of employees. The supervisor/ manager/ CEO gives commands or instructions to those working under him/her in the organization. {1 M}

B, C, D and E, F, G are the subordinates to A in the organizational hierarchy and receive commands from 'A' as shown in the diagram. The chain network often takes up time, and communication may not be clear. {1 M}

**Answer:**

- (b) (i) (2) Two people are required for creating mischief. {1 M}
 (ii) (4) Make a big issue out of a small thing. {1 M}
 (iii) The police inspector will give them a ticket for over speeding. {1 M}
 (iv) (3) Many {1 M}

Answer:

- (c) **Letter:**

From:
 ABC Private Limited,
 Nariman Point, Mumbai

November 13, 2019

XYZ Bank
 106 Millenium Tower
 Prashant Lok
 Mumbai-02

Sir/Madam,

{1 M}

Subject: Request to Stop Payment of the Cheque No. xxxxxx

On behalf of ABC Pvt Ltd, I request you to stop payment of the cheque number xxxxxx issued against our company Bank Account Number 123-456-789 maintained by your branch. This cheque was issued to our vendor PQR Ltd amounting to Rs. 3 Lakh dated XX/XX/XXXX and has been misplaced as reported by their accounts department. We will issue a new cheque after your response. {2 M}

Thanks for your cooperation.

Regards,
 ASD

Senior Manager, Accounts

{1 M}

Answer 11:

(a) XYZ Bank
Sector-19
Nerul
Navi Mumbai-06
10 December, 20XX

Chief Finance Officer
XP Ltd
Dadar
Mumbai-14

Dear Sir/Ma'am,

Subject: Opening of our New Branch at Nerul, Navi Mumbai

{1 M}

We are happy to announce the grand opening of our bank's 150 branch in the Nerul, Navi Mumbai.

As a privileged customer, we are pleased to offer you extra benefits for an account opening in the new branch.

The new branch has locker facility and six ATM machines in your area. In view of our long-term association, we would not charge you any fees for locker facility. Kindly visit the new branch. Contact details are given below:

{3 M}

88, Jame Jamshed Road
Dadar
Ph.: 011-255-90000
Mumbai-14

Yours
R.P. Aneja
(Branch Manager)

{1 M}

Answer:

(b) The Characteristics of Effective Communication:

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 to be 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.

{Any 3 points each 1 M}

3. Concrete: The content of your communiqué should be tangible. Base it on facts and figures. Abstract ideas and thoughts are liable to misinterpretation. Make sure that there is just sufficient detail to support your case/ argument and bring focus to the main message
4. Coherent: Coherence in writing and speech refers to the logical bridge between words, sentences, and paragraphs. Main ideas and meaning can be difficult for the reader to follow if the writer jumps from one idea to another and uses contradictory words to express himself. The key to coherence is sequentially organized and logically presented information which is easily understood. All content under the topic should be relevant, interconnected and present information in a flow.
5. Complete: A complete communication conveys all facts and information required by the recipient. It keeps in mind the receiver's intellect and attitude and conveys the message accordingly. A complete communication helps in building the company's reputation, aids in better decision making as all relevant and required information is available with the receiver.
6. Courteous: Courtesy implies that the sender is polite, considerate, respectful, open and honest with the receiver. The sender of the message takes into consideration the viewpoints and feelings of the receiver of the message. Make sure nothing offensive or with hidden negative tone is included.
7. Listening for Understanding: We are bombarded by noise and sound in all our waking hours. We 'hear' conversations, news, gossip and many other forms of speech all the time. However, most of it is not listened to carefully and therefore, not understood, partially understood or misunderstood. A good listener does not only listen to the spoken words, but observes carefully the nonverbal cues to understand the complete message. He absorbs the given information, processes it, understands its context and meaning and to form an accurate, reasoned, intelligent response.
The listener has to be objective, practical and in control of his emotions. 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," Loewenstein said.
However, emotions play a major role in our interactions with other people. They are a powerful force that affect our perception of reality regardless of how hard we try to be unbiased. In fact, intense emotions can undermine a person's capacity for rational decision-making, even when the individual is aware of the need to make careful decisions.
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)** Select the suitable antonym for the given words. } {Each Point 1 M}
1. (c)
 2. (b)

__ ** __