

(GCF-14, GCF-15, GCF-16, GCF-17 & GCF-17-A, VCF-3, VDCF-3)

DATE: 09.06.2023

MAXIMUM MARKS: 100

TIMING: 3 Hours

BUSINESS LAW & BUSINESS CORRESPONDENCE & REPORTING

Question No. 1 is Compulsory. Answer any four questions 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) According to Section 29 of Indian Contract Act, 1872.

Case	Decision	Reason
(a)	Valid	There is no uncertainty as to the description of oil because the nature of X's trade indicated that this contract is for sale of coconut oil.
(b)	Valid	There is no uncertainty because in this case the price fixed by Z shall be payable.
(c)	Void	There is no certainty as to which of the two price shall be payable.
(d)	Void	There is no certainty as to which of the two oils has been sold.

{1 M for each
Correct 4 points}

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.

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.

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)

(2 M)

Answer:

(c) **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 judgment and seller deals in the goods in his usual course of business.

(2 M)

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. (2 M)

Answer 2:**(a) Distinction between LLP and Limited Liability Company (LLC)**

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

{1 M for each correct 6 points}

Answer:

- (b)** 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
 - (ii) powers reasonably incidental or necessary to the company's main objects (termed as "Implied" powers).
- 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. {2 M}

Answer 3:

- (a) 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}

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:

- (c) According to Section 64 of Sale of Goods Act, 1930, the legal position is follows:-
- Case (a): C's bid was an offer to buy and he was entitled to withdraw his bid before the sale is completed as per express provision of Section 64(2). Such a condition in an auction sale was inoperative because it was against the provisions of the law. {1 M for each correct 5 points}
- Case (b): C's bid was an offer to buy which may or may not be accepted by the auctioneer. Hence, P could refuse to accept the highest bid.
- Case (c): It amounts to fraud and sale is voidable at the option of the buyer because the seller could appoint only one person to bid on his behalf. Here intention of the seller was not to protect his interest but to raise the price.

- Case (d): Z had a good title because the property passed to C on the fall of the hammer. The ownership of specific goods in a deliverable state passes on the completion of contract of sale.
- Case (e): The sale was not valid and C was not entitled to goods. It was held that the auctioneer could not effectively accept such a bid (which was lower than reserve price) because he could not make a contract so as to bind his principal to accept less than the reserve price.

Answer 4:

- (a) A retiring partner continues to be liable to third party for acts of the firm after his retirement until public notice of his retirement has been given either by himself or by any other partner. But the retired partner will not be liable to any third party if the latter deals with the firm without knowing that the former was partner. {1 M}
- Also, if the partnership is at will, the partner by giving notice in writing to all the other partners of his intention to retire will be deemed to be relieved as a partner without giving a public notice to this effect.
- Also, as per section 28 of the Indian Partnership Act, 1932, where a man holds himself out as a partner, or allows others to do it, he is then stopped from denying the character he has assumed and upon the faith of which creditors may be presumed to have acted. {2 M}
- In the light of the provisions of the Act and facts of the case, Mr. P is also liable to Mr. X. {1 M}

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: {2 M}
- Ram's estate in this case will not be liable for the price of the Machinery purchased. {1 M}
- 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. {2 M}
- This is because there was not debt due in respect of the goods in Ram's life.

Answer:

- (c) Section 37 of the Indian Partnership Act, 1932 provides that where a partner dies or otherwise ceases to be a partner and there is no final settlement of account between the legal representatives of the deceased partner or the firms with the property of the firm, then, in the absence of a contract to the contrary, the legal representatives of the deceased partner or the retired partner are entitled to claim either. {2 M}
- (1) Such shares of the profits earned after the death or retirement of the partner which is attributable to the use of his share in the property of the firm; or
- (2) Interest at the rate of 6 per cent annum on the amount of his share in the property.
- Based on the aforesaid provisions of Section 37 of the Indian Partnership Act, 1932, in the given problem, A's Legal representatives shall be entitled, at their option to: {1 M}
- (a) the 20% shares of profits (as per the partnership deed); or
- (b) interest at the rate of 6 per cent per annum on the amount of A's share in the property.

Answer 5:

- (a) 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, {1.5 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. {1.5 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. {1.5 M}
- (c) This contract is not valid since as per section 17, P's silence is equivalent to speech and hence amounts to fraud. {1.5 M}

Answer:

- (b) In terms of section 2 (87) of the Companies Act 2013 "subsidiary company" or "subsidiary", in relation to any other company (that is to say the holding company), means a company in which the holding company— {2 M}
- (i) controls the composition of the Board of Directors; or
- (ii) exercises or controls more than one-half of the total share capital either at its own or together with one or more of its subsidiary companies:
- Provided that such class or classes of holding companies as may be prescribed shall not have layers of subsidiaries beyond such numbers as may be prescribed.
- Explanation.—For the purposes of this clause,— {1 M}
- (a) a company shall be deemed to be a subsidiary company of the holding company even if the control referred to in sub-clause (i) or sub-clause (ii) is of another subsidiary company of the holding company;
- (b) the composition of a company's Board of Directors shall be deemed to be controlled by another company if that other company by exercise of some power exercisable by it at its discretion can appoint or remove all or a majority of the directors. {1 M}
- In the present case, Jeevan Pvt. Ltd. and Sudhir Pvt. Ltd. together hold less than one half of the total share capital. Hence, Piyush Private Ltd. (holding of Jeevan Pvt. Ltd. and Sudhir Pvt.) will not be a holding company of Saras Pvt. Ltd. {1 M}
- However, if Piyush Pvt. Ltd. has 8 out of 9 Directors on the Board of Saras Pvt. Ltd. i.e. controls the composition of the Board of Directors; it (Piyush Pvt. Ltd.) will be treated as the holding company of Saras Pvt. Ltd. {1 M}

Answer 6:

- (a) As per the provisions of Section 24 of the Sales of Goods Act, 1930, when goods are delivered to the buyer "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 goods, on expiration of such time and if no time has been fixed, on expiration of reasonable time; of
- (c) He does something to the goods which is equivalent to accepting the goods e.g. he pledges or sells the goods. {3 M}

Referring to the above provisions, we can analyse the situation given in the question as follows :-

- | | | |
|------|---|-------|
| (i) | Since Ms. R has given the delivery of motor cycle to Ms. K on sale or return basis and she pledged the vehicle to Mr. A to obtain the loan, has attracted the third condition that she does something to goods which is equivalent to accepting the goods. Therefore the property therein passes to Ms. K. Now in this situation Ms. R can't claim back the vehicle from Mr. A but she can claim the price of the vehicle from Ms. K. | {2 M} |
| (ii) | If it has been expressly provided that the vehicle would remain the property of Ms. R until price has been paid then in that case property will not pass to Ms. K until cash is paid. So Ms. R can claim back the vehicle from Mr. A in this situation. | {1 M} |

Answer:

(b) Formation of companies with charitable objects etc. (Section 8 company):

Section 8 of the Companies Act, 2013 deals with the formation of companies which are formed to promote the charitable objects of commerce, art, science, sports, education, research, social welfare, religion, charity, protection of environment etc. Such company intends to apply its profit in

- promoting its objects and
- prohibiting the payment of any dividend to its members.

Examples of section 8 companies are FICCI, ASSOCHAM, National Sports Club of India, CII etc.

Section 8 Company- Significant points

- | | |
|---|-------|
| <ul style="list-style-type: none"> • Formed for the promotion of commerce, art, science, religion, charity, protection environment, sports, etc. • Requirement of minimum share capital does not apply. • Uses its profits for the promotion of the objective for which formed. • Does not declare dividend to members. • Operates under a special licence from Central Government. • Need not use the word Ltd./ Pvt. Ltd. in its name and adopt a more suitable name such as club, chambers of commerce etc. • Licence revoked if conditions contravened. • On revocation, Central Government may direct it to <ul style="list-style-type: none"> – Converts its status and change its name – Wind – up – Amalgamate with another company having similar object. • Can call its general meeting by giving a clear 14 days notice instead of 21 days. • Requirement of minimum number of directors, independent directors etc. does not apply. • Need not constitute Nomination and Remuneration Committee and Shareholders Relationship Committee. • A partnership firm can be a member of Section 8 company. | {4 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)****Answer Sheet**

1.	2.	3.	4.	5	{1 M Each}
(D)	(B)	(C)	(A)	(D)	

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

{2 M}

Key Note –

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

{1 M}

(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 8:**(a)**

Physical non-verbal communication: An individual's body language that is, facial expressions, stances, gestures, touches and other physical signals constitute this type 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}

Research estimates show that physical, non-verbal communication accounts for 55 percent of all communication. Smiles, frowns, pursing of lips, clenching of wrists etc. transmit emotions which are not expressed through verbal communication.

{1 M}

Answer:

- (b) (i) Rohit wrote a story on the wall.
 (ii) Ravi Sang a Song.
 (iii) What did you eat for breakfast? } {1 M Each}

Answer:

- (c) **Language Endangerment: An Alarming Situation** } {1 M}

Language endangerment is an alarming situation worldwide. Language teachers should be well trained linguistically and language documentation should be encouraged by state authorities. Similarly, linguists, language activists, and language policy makers have a long-term task to compile and disseminate the most effective and viable mechanisms for sustaining and revitalizing the endangered languages. } {2 M}

} {2 M}

Answer 9:

- (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) XYZ Electronics New Delhi.
 Date: 20th Dec, 2018
 Manager, Customer Care XYZ Electronics
 New Delhi.
 Dear Sir/Ma'am
 Sub: Complaint regarding the printer model CanXR 0987, Invoice No: Prin/CanXR/6 - 12- 2018. } {1 M}
- This is regarding the printer that I bought on Dec 6, 2018. After installation, it worked fine for a few days. But lately every time a print command is given, it paper gets stuck and the scanning/photocopying option is not working at all. Please send your executive to examine the problem and rectify it at the earliest or get it replaced. I had bought the equipment to take print-outs at home for an urgent project work submission. } {2 M}
- I request you to look into the problem urgently and send the expert tomorrow evening by 7PM. You can send the name and mobile number of the executive at my number XXXXXXXXXX. Looking forward to a prompt response. } {1 M}
- (Signed) } {1 M}
 ABC }

Answer 10:

- (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 } {1 M}

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.

The listener has to be objective, practical and in control of his emotion. Often the understanding of a listener is colored 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.
 (ii) The homeowners remodeled the house to help it sell.
 (iii) Socrates said that virtue is its own reward.

{1 M Each}

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.

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.

{Any 5 points each 1 Mark}

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 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.

{2 M}

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.

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 clerk asked his manager if he should email that letter again. {1 M each}

__**__