(GCF-1, 3, 4, 5, 6, 7+7A, 8+8A, 9, VCF-1,2, ACF-1,2, JCF-1)

**MAXIMUM MARKS: 100** TIMING: 3<sup>1/4</sup> Hours DATE: 29.09.2023

# **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:**

As per the Section 8 of the Companies Act, 2013, the Central Government may by (a) 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.

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.

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.

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}

{2 M}

# Answer:

(b) As per Section 2 (d) of the Indian Contract Act, 1872, in India, it is not necessary that consideration must be supplied by the party, it may be supplied by any other {2 M} person including a stranger to the transaction.

The problem is based on a case "Chinnaya Vs. Ramayya" in which the Court clearly observed that the consideration need not necessarily move from the party itself, it may move from any person. In the given problem, the same reason applies. \{2 M} Hence, M is liable to pay the said sum to N and cannot deny her liability on the ground that consideration did not move from N.

#### **Answer:**

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

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

Basis of difference	Sale	Hire-Purchase			
Time of passing property		The property in goods passes to the hirer upon payment of the last installment.			
Position of the party	The position of the buyer is that of the owner of the goods.	The position of the hirer is that of a bailee till he pays the last installment.			

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

### Answer 2:

# (a) Modes of revocation of Offer

- (i) By notice of revocation
- (ii) By lapse of time: The time for acceptance can lapse if the acceptance is not given within the specified time and where no time is specified, then within a reasonable time. This is for the reason that proposer should not be made to wait indefinitely. It was held in Ramsgate Victoria Hotel Co. Vs Montefiore, that a person who applied for shares in June was not bound by an allotment made in November. This decision was also followed in India Cooperative Navigation and Trading Co. Ltd. Vs Padamsey PremJi. However these decisions now will have no relevance in the context of allotment of shares since the Companies Act, 2013 has several provisions specifically covering these issues.
- (iii) By non fulfillment of condition precedent: Where the acceptor fails to fulfill a condition precedent to acceptance the proposal gets revoked. This principle is laid down in Section 6 of the Act. The Offeror for instance may impose certain conditions such as executing a certain document or depositing certain amount as earnest money. Failure to satisfy any condition will result in lapse of the proposal. As stated earlier 'condition precedent' to acceptance prevents an obligation from coming into existence until the condition is satisfied. Suppose where 'A' proposes to sell his house to be 'B' for Rs. 5 lakhs provided 'B' leases his land to 'A'. If 'B' refuses to lease the land, the Offer of 'A' is revoked automatically.
- (iv) **By death or insanity:** Death or insanity of the proposer would result in automatic revocation of the proposal but only if the fact of death or insanity comes to the knowledge of the acceptor.
- (v) By counter Offer
- (vi) By the non acceptance of the Offer according to the prescribed or usual mode
- (vii) By subsequent illegality

# Answer:

# (b) 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	The persons who invest the money in the shares are known			

		of the LLP.	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		

#### Answer 3:

# (a) ACTS BEYOND IMPLIED AUTHORITY (SECTION 19) Following are the acts beyond implied authority of a partner:

- Submit a dispute relating to the business of the firm to arbitration when it is not the ordinary business of partnership firm to submit a dispute to an arbitration.
- Open a bank account on behalf of the firm in his own name.
- Compromise or relinquish any claim or portion of a claim by the firm against a third party (i.e., an outsider).
- Withdraw a suit or proceedings filed on behalf of the firm.
- Admit any liability in a suit or proceedings against the firm.
- Acquire immovable property on behalf of the firm.
- Transfer immovable property belonging to the firm, and
- Enter into partnership on behalf of the firm.

#### **Answer:**

(b) Appropriation of Payments: In case where a debtor owes several debts to the same creditor and makes payment which is not sufficient to discharge all the debts, the payment shall be appropriated (i.e. adjusted against the debts) as per the provisions of Section 59 to 61 of the Indian Contract Act, 1872.

- {2 M}

(i) As per the provisions of 59 of the Act, where a debtor owing several distinct debts to one person, makes a payment to him either with express intimation or under circumstances implying that the payment is to be applied to the discharge

of some particular debt, the payment, if accepted, must be applied accordingly. Therefore, the contention of Mr. Datumal is correct and he can specify the manner of appropriation of repayment of debt.

- (ii) As per the provisions of 60 of the Act, where the debtor has omitted to intimate and there are no other circumstances indicating to which debt the payment is to be applied, the creditor may apply it at his discretion to any lawful debt actually due and payable to him from the debtor, where its recovery is or is not barred  $\{2 M\}$ by the law in force for the time being as to the limitation of suits. Hence in case where Mr. Datumal fails to specify the manner of appropriation debt on part repayment, Mr. Sonumal the creditor, can appropriate the payment as per his choice.
- As per the provisions of 61 of the Act, where neither party makes any (iii) appropriation, the payment shall be applied in discharge of the debts in order of time, whether they are or are not barred by the law in force for the time being as to the limitation of suits. If the debts are of equal standing, the L{2 M} payments shall be applied in discharge of each proportionately.

Hence in case where neither Mr. Datumal nor Mr. Sonumal specifies the manner of appropriation of debt on part repayment, the appropriation can be made in proportion of debts.

#### Answer 4:

- (a) A lien is a right to retain possession of goods until the payment of the price. It is available to the unpaid seller of the goods who is in possession of them where-
  - (i) the goods have been sold without any stipulation as to credit;
  - (ii) the goods have been sold on credit, but the term of credit has expired;
  - the buyer becomes insolvent. (iii)

The unpaid seller can exercise 'his right of lien even if the property in goods has passed on to the buyer. He can exercise his right even if he is in possession of the goods as agent or bailee for the buyer.

Termination of lien: An unpaid seller losses his right of lien thereon-

- When he delivers the goods to a carrier or other bailee for the purpose of transmission to the buyer without reserving the right of disposal of the goods;
- 2. When the buyer or his agent lawfully obtains possession of the goods;
- 3. Waver.
- Estoppel.

He can exercise right of lien even if he has obtained decree of court for price of  $\{1 M\}$ goods.

#### Answer:

Generally, the effect of the death of a partner is the dissolution of the partnership, (b) but the rule in regard to the dissolution of the partnership, by death of partner, is subject to a contract between the parties and the partners are competent to agree that the death of one will not have the effect of dissolving the partnership as regards [3 M] the surviving partners unless the firm consists of only two partners. In order that the estate of the deceased partner may be absolved from liability for the future obligations of the firm, it is not necessary to give any notice either to the public or the persons having dealings with the firm.

In the light of the provisions of the Act and the facts of the question, Mr. X (creditor) can have only a personal decree against the surviving partners (Mr. A and Mr. B) and a decree against the partnership assets in the hands of those partners. A suit for goods sold and delivered would not lie against the representatives of the deceased partner.

·{3 M}

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{3 M}

{1/2 M

Each}

Hence, the legal heirs of Mr. C cannot be held liable for the dues towards Mr. X.

# Answer 5:

- (a) As per the provisions of Sub-Section (2) of Section 17 of the Sale of Goods Act, 1930, in a contract of sale by sample, there is an implied condition that:
  - the bulk shall correspond with the sample in quality;
  - (b) the buyer shall have a reasonable opportunity of comparing the bulk with the sample.
    - In the instant case, in the light of the provisions of Sub-Clause (b) of (i) Sub-Section (2) of Section 17 of the Act, Mrs. Geeta will not be [{2 M} successful as she casually examined the sample of rice (which exactly corresponded to the entire lot) without noticing the fact that even though the sample was that of Basmati Rice but it contained a mix of long and short grains.
    - In the instant case, the buyer does not have any option available to (ii) her for grievance redressal.
    - In case Mrs. Geeta specified her exact requirement as to length of rice, -{3 M} (iii) then there is an implied condition that the goods shall correspond with the description. If it is not so, the seller will be held liable.

## **Answer:**

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

### FACTS of The Royal British Bank vs. Turquand

Mr. Turguand was the official manager (liquidator) of the insolvent Cameron's Coalbrook Steam, Coal and Swansea and Loughor Railway Company. It was {111/2 M} incorporated under the Joint Stock Companies Act, 1844. The company had given a bond for £ 2,000 to the Royal British Bank, which secured the company's drawings on its current account. The bond was under the company's seal, signed by two directors and the secretary. When the company was sued, it alleged that under its registered deed of settlement (the articles of association), directors only had power to borrow up to an amount authorized by a company resolution.

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

Held, it was decided that the bond was valid, so the Royal British Bank could enforce the terms.

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

Actual or constructive knowledge of irregularity: The rule does not protect any person when the person dealing with the company has notice,  $\{1^{1/2}M\}$ whether actual or constructive, of the irregularity.

In **Howard vs. Patent Ivory Manufacturing Co.** where the directors could not defend the issue of debentures to themselves because they should have

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known that the extent to which they were lending money to the company required the assent of the general meeting which they had not obtained.

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

The protection of the "Turquand Rule" is also not available where the circumstances surrounding the contract are suspicious and therefore invite inquiry. Suspicion should arise, for example, from the fact that an officer is purporting to act in matter, which is apparently outside the scope of his authority. Where, for example, as in the case of Anand Bihari Lal vs. **Dinshaw & Co.** the plaintiff accepted a transfer of a company's property from its accountant, the transfer was held void. The plaintiff could not have supposed, in absence of a power of attorney that the accountant had authority to effect transfer of the company's property.

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

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

.{1<sup>1/2</sup> M}

 $\{1^{1/2} M\}$ 

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

#### Answer 6:

(a) As per Section 20 of the Indian Contract Act, 1872, an agreement under by (i) mistake of fact are void. In this case, there is mistake of fact as to the existence of the subject- matter, i.e., with respect to the selling of horse which was dead at the time of the agreement. It is unknown to both the parties. Therefore, it is a void agreement.

- As per Section 27 of the Indian Contract Act, 1872, an agreement in restraint (ii) of trade is void. However, a buyer can put such a condition on the seller of goodwill, not to carry on same business, provided that the conditions must be reasonable regarding the duration and place of the business. Since in the given case, restraint to carry on business was forever and anywhere in India, so the agreement in guestion is void.
  - {2 M}
- (iii) As per section 2(j) of the Contract Act, "A contract which ceases to be] enforceable by law becomes void when it ceases to be enforceable". In the present case, Mr. X agrees to write a book with a publisher. After few days,  $X \mid \{1^{1/2} M\}$ dies in an accident. Here the contract becomes void due to the impossibility of performance of the contract.

#### **Answer:**

#### **APPLICATION FOR REGISTRATION (SECTION 58):** (b)

- The registration of a firm may be effected at any time by sending by post or delivering to the Registrar of the area in which any place of business of the \{1/2 M} firm is situated or proposed to be situated, a statement in the prescribed form and accompanied by the prescribed fee, stating-
  - The firm's name (a)
  - (b) The place or principal place of business of the firm,
  - The names of any other places where the firm carries on business, (c)
  - (d) the date when each partner joined the firm,
  - the names in full and permanent addresses of the partners, and (e)
  - the duration of the firm. (f)

The statement shall be signed by all the partners, or by their agents specially authorised in this behalf.

- (2) Each person signing the statement shall also verify it in the manner prescribed.
- A firm name shall not contain any of the following words, namely:-(3) 'Crown', Emperor', 'Empress', 'Empire', 'Imperial', 'King', 'Queen', 'Royal', or words expressing or implying the sanction, approval or patronage of Government except when the State Government signifies its consent to the use of such words as part of the firm-name by order in writing.

#### Answer:

Death of all members of a Private Limited Company, Under the Companies (c) Act, 2013: The most distinguishing feature of a company is its being a separate entity from the shareholders and promoters who form it. This lends stability and perpetuity to the company form of business organization. In short, a company is brought into existence by a process of law and can be terminated or wound up or \[ \{2 \, M\} brought to an end only by a process of law. Its life is not impacted by the death,

insolvency or retirement of any or all shareholder(s) or director(s).

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

In the present case, ABC Pvt. Ltd. does not cease to exist even by the death of all its shareholders. The legal process will be for the successors of the deceased shareholders to get the shares registered in their names by way of the process which is called "transmission of shares". The company will cease to exist only when it is {1 M} wound up by a due process of law.

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

{1/4

М

Each}

{1 M

Each}

# **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) Passage 1
  - 1. Globalisation, liberalisation, development of e-commerce and emerging global markets are forcing capital markets across the worldwide for integration.
  - 2. (a)
  - 3. (b)
  - 4. (b)
  - 5. Increasing complexity of business transactions and globalisation of capital markets call for a single set of high-quality accounting standards.

#### **Answer:**

- **(b)** Based on Communication channels, there are three kinds of categories:
  - Verbal: Verbal communication involves the use of words and language in delivering the intended message
  - Non Verbal: Nonverbal communication is the process of communicating by sending and receiving wordless messages. These messages can aid verbal communication, convey thoughts and feelings contrary to the spoken words or express ideas and emotions on their own.
  - Visual: Visual communication through visual aids such as signs, typography, drawing, graphic design, illustration, colour and other electronic resources usually reinforces written communication. Visuals like graphs, pie charts and other diagrammatic presentations convey clearly and concisely a great deal of information. They are an essential part of official presentations these days.

#### **Answer:**

(c) Select the suitable synonym for the given words.

1- (a)
2- (b) {Each Point 1 M}

## **Answer 8:**

(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
(Brach Manager)

#### 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 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 keep 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 points or paragraphs. Make it easy for the reader to grasp the intent of the communiqué.
- 2. Concise: Brevity is the essence of business communication. No one has the time to read long drawn out essays. Besides, the core content is lost in elaborate details. Avoid using too many irrelevant words or adjectives, for example, 'you see', 'I mean to say', etc. Ensure that there are no repetitions
- 3. Concrete: The content of your communiqué should be tangible. Base it on facts and figures. Abstract ideas and thoughts are liable to misinterpretation.

  Make sure that there is just sufficient detail to support your case/ argument and bring focus to the main message
- 4. Coherent: Coherence in writing and speech refers to the logical bridge between words, sentences, and paragraphs. Main ideas and meaning can be difficult for the reader to follow if the writer jumps from one idea to another and uses contradictory words to express himself. The key to coherence is sequentially organized and logically presented information which is easily understood. All content under the topic should be relevant, interconnected and present information in a flow.
- 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.

1. (c)

{Each Point 1 M}

# Answer 9:

2.

(a) The Fearless Indian Army

(b)

The Indian army is undoubtedly one of the finest armies in the world. Since prehistoric to modern times the Indian soldiers are one of bravest, fighting both for homeland as well as for ensuing peace even on foreign lands such as peace keeping force in Sri Lanka.

{2 M}

Our soldiers never surrendered before enemies. Their motto has always been 'do or' die'. During Indo- china war of October - November, 1962 and later on in the Indo-Pak war of September 1965, one Indian Soldier killed many soldiers of enemy armies on various fronts. During the World war II the Indian soldiers proved their mettle on the foreign land of Europe' Africa and the Korea on various missions.

The Indian army has proved their superiority whenever the neighboring country Pakistan challenged us. The Kargil war In 1999 was triggered by the spring and summer incursion of Pakistan backed armed forces into territory on the Indian side of the LOC around Kargil in State of Jammu & Kashmir. The Indian forces were prepared for a major high altitude offensive against Pakistani posts along the border in the Kashmir region. India had to move five infantry divisions, five independent brigades and 44 battalions of paramilitary troops to Kashmir. The total Indian army troop strength in the region reached to 7,30,000. The build-up included the deployment of around 60 frontline aircraft. The Indian army campaign to repel the intrusion left 524 Indian soldiers dead and 1,363 wounded, as per the data released by then Indian defense minister Shri George Fernandez on December 01, 1999.

{2 M}

#### Answer:

(b) Chain of Command: The 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. It involves a lot of organizational hierarchy.

Drawbacks: The chain network often takes up time, and communication may not be clear. It creates a lot of miscommunication as the message travels a long path.

#### Answer:

- Active-Passive Voice (c)
  - The work will be finished by them in a fortnight. 1.
  - Instructions will be given to you by the examiner. 2.

### Answer 10:

#### Women in entrepreneurship \ \{1 M\} (a)

According to the sixth Economic Census 2013-14, only 14% of the businesses in India are owned by women and are smaller as compared to men owned businesses. Out of these, 83% do not have any hired workforce. However, many women \{2 M} entrepreneurs have carved a niche for themselves these are Kiran Mazumdar Shaw, Falguni Nayar and Ritu Dalmia. Self help groups and NGOs have helped women entrepreneurs in the rural sector. Still due to socio - cultural biases, it is onerous for married women in India to be an entrepreneur. Managing a male workforce and accessing financial support are even bigger challenges. Policy interventions, mentoring women entrepreneurs by specialists can encourage women who intend to foray into entrepreneurship and specialized networking platforms for women can provide the much-needed support.

#### **Answer:**

#### **Active and Passive Voice** (b)

- The work will be finished by them in a fortnight.
- Why was such a message written by your friend? 2.

3. Instructions will be given to you by the examiner.

{Each Point 1 M}

#### **Answer:**

As we know, lacking language knowledge can create impediment in communication.] (c) Language varies individual to individual, place to place, region to region, and \{1 M} country wise. Same words may have different meaning in other language. Even jargon, unfamiliar expressions, and ambiguous words create hurdles in communication. This is fact that no two people speak or write alike. Some people use {1 M} well-formed words while some of them is used ill-formed words.

# Answer 11:

(a) A-12F-Block, C-16/A, Sector-04 Juinagar Navi Mumbai - 400705 prashantkr.@gmail.com 09 December, 20XX

> The HRD S.R. Pvt Ltd. Andheri East Mumbai- 400069

Dear Sir/Ma'am,

Subject: Application for the Post of Trainee Finance

This is with reference to your advertisement in 'Hindustan Times' dated 06 December, 20XX, for the post of Trainee Finance in your organization. I wish to apply for the same.

I am conscientious, punctual and open to learning. I have just completed CA Intermediate from ICAI. I am looking for positions as Trainee (Finance/Tax/Audit) for articleship. If given the opportunity, I am open to learning and prepared to work hard to enrich my knowledge.

I am enclosing my résumé herewith for your reference. I shall be available for an interview through online or face to face on any day of your convenience.

I look forward to a positive response!

Your Sincerely, Prashant Kumar

#### Enclosure:

Résumé 1.

Curriculum Vitae

RAVI PRAKASH GOEL A-12F-Block, C-16/A, Sector-04 Juinagar Navi Mumbai- 400705

Mob.: +91-XXXXX XXXXX

Email: prashantkr.@gmail.com

Profile:

Hardworking, punctual, strong team player

Confident working with computers and technology

{3 M}

{2 M}

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**Educational Qualifications:** 

S. No.	Examination / Degree/Course	Subject / Stream	Institute / College	Board / University		Percentage/ Division
1	CA Intermediate	Finance, Taxation, Auditing	ICAI, New Delhi	ICAI, New Delhi	Nov 2019	65%
2	Higher Secondary		St. Holly Public School, Mumbai	CBSE	2014	87%
3	Secondary		St. Marry Public School, Mumbai	CBSE	2012	85%

### Professional Skills:

Finance, Taxation, Auditing

# Intrapersonal Skills:

- Excellent Communication Skills
- Highly organized and efficient
- Ability to work independently
- Ability to work in team
- Proven leadership skills and ability to motivate

# Language Known:

English, Hindi, Marathi (Comm.)

### Hobbies:

Reading Novels, Travelling, Interacting with people

# Personal Details:

Father's Name: XYZ
Mother's Name: XYX
DoB: XYZ
Gender: Male
Nationality: XYZ

Marital Status: Single/Married

References:

Tripti Sharma CA. Sanjay Mishra Assistant Professor XYZ Associates,

ABC College of Commerce

XYZ University

Email: xyz@gmail.com Email: \*\*\*\*\*@gmail.com

Declaration: I solemnly declare that the above information is correct to the best of my knowledge and belief.

Date: XX December, 20XX

Place: Mumbai (PRASHANT KUMAR)

### **Answer:**

# **(b)** Idioms

- 1) Option d Option b {Each Point 1 M}
- 3) Option d

### **Answer:**

Star Network: has multiple channels of network in communication. This network allows a group communication and is useful especially where teamwork is involved. The members communicate and exchange information with each other freely, and without hindrance or hesitation. The usefulness of all networks depends on the structure and size of the company, and the manner of communication between the employees.

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