

(GCF-1, 3, 4, 5, 6, 7+7A, 8+8A, 9, 12, 13 & 14, VCF-1,2 & 4, ACF-1,2 & 5, JCF-1 & 3, DCF-5,6,7 & 8, Drive-2)

DATE: 01.11.2023

MAXIMUM MARKS: 100

TIMING: 3<sup>1/4</sup> Hours

### BUSINESS LAW & BUSINESS CORRESPONDENCE & REPORTING

Question No. 1 is Compulsory. Answer any four question from the remaining five questions.

Wherever necessary, suitable assumptions should be made and disclosed by way of note forming part of the answer.

Working Notes should form part of the answer.

**Answer 1:**

(a) 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.

(2 M)

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) **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) LAW RELATING TO MINOR'S AGREEMENT/POSITION OF MINOR IN AGREEMENT:**

1. **A contract made with or by a minor is void-ab-initio:** Agreement made with or by a minor is void-ab-initio i.e. void from beginning. **(Mohori Bibi V/s Dharmodas Ghose)**
2. **No Ratification after majority :** The original agreement with minor is void ab initio therefore a minor cannot ratify the agreement on attaining majority.  
**Example:** X, a minor makes a promissory note in the name of Y. On attaining majority, he makes a new promissory note in place of old one. Here the new promissory note which he executed after attaining majority is also void because of without consideration.
3. **Minor can be beneficiary or can take benefit out of a contract:** Though a minor is not competent to contract but he can be beneficiary or can take benefit out of a contract.  
**Example:** A Promissory note executed in favour of a minor is valid and he can sue on maker of promissory note but a promissory note executed by a minor is void.  
**Example:** A minor cannot become partner in a partnership firm but he can be admitted only for the benefits/profits in partnership firm with the consent of all the partners.
4. **A minor can always "Plead minority:** A minor can always plead his minority even where he has taken any loan or entered into any contract by falsely representing himself as a major.
5. **Contract for supply of Necessaries:** As per Sec. 68 of contract Act, 1872 a minor is liable for contract for supply of necessities to him but only out of his property i.e. he can not be held personally liable. The guardian of the minor can also not to be held liable for the contract of supply of necessities to minor.
6. **Enforceability of a contract made by guardian on behalf of minor:** The Guardian of a minor can make valid contract on behalf of minor if:
  - He is competent to contract
  - &
  - The contract is for the benefit of the minor.**Note:** Such contract can be enforced by the minor. For instance a guardian can make an enforceable contract of marriage for a minor. Similarly, when the father of the bridegroom contracts with the father of the bride to pay the bride an allowance, then bride can sue her father-in-law to recover arrears of the allowance.  
**Note:** All contracts made by guardian on behalf of a minor are not valid i.e. when a contract is not for the benefit of minor. **Ex. :** A guardian of a minor has no power to bind the minor by a contract for the purchase of immovable property. But the contract made by a certified guardian (appointed by the court) of a minor, with the sanction of the court for the sale of minor's is property is a valid contract and can be enforced by either party to the contract.

{0.5 marks each for any 14 points}

7. **No specific performance:** A minor's agreement being absolutely void, there can be no question of the specific performance of such an agreement.
8. **No insolvency:** A minor cannot be declared insolvent as he is incapable of contracting debts and dues are payable from the personal properties of minor and he is not personally liable.
9. **Partnership:** A minor being incompetent to contract cannot be a partner in a partnership firm, but under Section 30 of the Indian Partnership Act, he can be admitted to the benefits of partnership.
10. **Minor can be an agent:** A minor can act as an agent. But he will not be liable to his principal for his acts. A minor can draw, deliver and endorse negotiable instruments without himself being liable.
11. **Minor cannot bind parent or guardian:** In the absence of authority, express or implied, an infant is not capable of binding his parent or guardian, even for necessities. The parents will be held liable only when the child is acting as an agent for parents.
12. **Joint contract by minor and adult:** In such a case, the adult will be liable on the contract and not the minor. *In Sain Das vs. Ram Chand*, where there was a joint purchase by two purchasers, one of them was a minor, it was held that the vendor could enforce the contract against the major purchaser and not the minor.
13. **Surety for a minor:** In a contract of guarantee when an adult stands surety for a minor then he (adult) is liable to third party as there is direct contract between the surety and the third party.
14. **Minor as Shareholder:** A minor, being incompetent to contract cannot be a shareholder of the company. If by mistake he becomes a member, the company can rescind the transaction and remove his name from register. But, a minor may, acting through his lawful guardian become a shareholder by transfer or transmission of fully paid shares to him.
15. **Liability for torts:** A tort is a civil wrong. A minor is liable in tort unless the tort in reality is a breach of contract. Thus, where a minor borrowed a horse for riding only he was held liable when he lent the horse to one of his friends who jumped and killed the horse. Similarly, a minor was held liable for his failure to return certain instruments which he had hired and then passed on to a friend.

**Answer:**

**(b) Steps to incorporate LLP**

- **Name Reservation :**
  - The first step to incorporate Limited Liability Partnership (LLP) is reservation of name of LLP.
  - Applicant has to file e-Form 1, for ascertaining availability and reservation of the name of a LLP business. {2 M}
- **Incorporate LLP:**
  - After reserving a name, user has to file e-Form 2 for incorporating a new Limited Liability Partnership (LLP).
  - e-Form 2 contains the details of LLP proposed to be incorporated, partners'/designated partners' details and consent of the partners/designated partners to act as partners/ designated partners. {2 M}
- **LLP Agreement:**
  - Execution of LLP Agreement is mandatory as per Section 23 of the Act.
  - LLP Agreement is required to be filed with the registrar in e-Form 3 within 30 days of incorporation of LLP. {1 M}

**Answer 3:****(a) True test of partnership :**

**Mode of determining existence of partnership (Section 6):** In determining whether a group of persons is or is not a firm, or whether a person is or not a partner in a firm, regard shall be had to the real relation between the parties, as shown by all relevant facts taken together.

For determining the existence of partnership, it must be proved.

1. There was an **agreement** between all the persons concerned
2. The agreement was to **share the profits** of a business and
3. the business was **carried on by all or any of them** acting for all.

{2 M}

**1. Agreement:** Partnership is created by agreement and by status (Section 5). The relation of partnership arises from contract and not from status; and in particular, the members of a Hindu Undivided family carrying on a family business as such, or a Burmese Buddhist husband and wife carrying on business as such are not partners in such business.

**2. Sharing of Profit:** The sharing of profits or of gross returns arising from property by persons holding a joint or common interest in that property does not of itself make such persons partners.

The receipt by a person of a share of the profits of a business, or of a payment contingent upon the earning of profits or varying with the profits earned by a business, does not of itself make him a partner with the persons carrying on the business; and in particular, the receipt of such share or payment-

- (i) by a lender of money to persons engaged or about to engage in any business,
- (ii) by a servant or agent as remuneration,
- (iii) by a widow or child of a deceased partner, as annuity, or
- (iv) by a previous owner or part owner of the business, as consideration for the sale of the goodwill or share thereof, does not of itself make the receiver a partner with the persons carrying on the business.

{2 M}

As discussed earlier, sharing of profit is an essential element to constitute a partnership. But, it is only a *prima facie* evidence and not conclusive evidence.

**3. Agency:** Existence of Mutual Agency which is the cardinal principle of partnership law, is very much helpful in reaching a conclusion in this regard. Each partner carrying on the business is the principal as well as an agent of other partners. So, the act of one partner done on behalf of firm, binds all the partners. If the elements of mutual agency relationship exist between the parties constituting a group formed with a view to earn profits by running a business, a partnership may be deemed to exist.

{2 M}

**Answer:**

**(b) Section 42** of the Indian Contract Act, 1872 requires that when two or more persons have made a joint promise, then, unless a contrary intention appears from the contract, all such persons jointly must fulfill the promise. In the event of the death of any of them, his representative jointly with the survivors and in case of the death of all promisors, the representatives of all jointly must fulfill the promise.

{3 M}

**Section 43** allows the promisee to seek performance from any of the joint promisors. The liability of the joint promisors has thus been made not only joint but "joint and several". Section 43 provides that in the absence of express agreement to the contrary, the promisee may compel any one or more of the joint promisors to perform the whole of the promise.

Section 43 deals with the contribution among joint promisors. The promisors, may compel every joint promisor to contribute equally to the performance of the promise (unless a contrary intention appears from the contract). If any one of the joint promisors makes default in such contribution the remaining joint promisors must bear the loss arising from such default in equal shares.

As per the provisions of above sections,

- (i) Y can recover the contribution from X and Z because XYZ are joint promisors.
- (ii) Legal representative of X are liable to pay the contribution to Y. However, a legal representative is liable only to the extent of property of the deceased received by him.
- (iii) 'Y' also can recover the contribution from Z's assets.

{1 Mark for each point}

#### Answer 4:

- (a) An 'Auction Sale' is a mode of selling property by inviting bids publicly and the property is sold to the highest bidder. An auctioneer is an agent governed by the Law of Agency. When he sells, he is only the agent of the seller. He may, however, sell his own property as the principal and need not disclose the fact that he is so selling.

{1 M}

**Rules of Auction sale:** Section 64 of the Sale of Goods Act, 1930 provides following rules to regulate the sale by auction:

1. **Where goods are sold in lots:** Where goods are put up for sale in lots, each lot is *prima facie* deemed to be subject of a separate contract of sale.
2. **Completion of the contract of sale:** The sale is complete when the auctioneer announces its completion by the fall of hammer or in any other customary manner and until such announcement is made, any bidder may retract from his bid.
3. **Right to bid may be reserved:** Right to bid may be reserved expressly by or on behalf of the seller and where such a right is expressly reserved, but not otherwise, the seller or any one person on his behalf may bid at the auction.
4. **Where the sale is not notified by the seller:** Where the sale is not notified to be subject to a right to bid on behalf of the seller, it shall not be lawful for the seller to bid himself or to employ any person to bid at such sale, or for the auctioneer knowingly to take any bid from the seller or any such person; and any sale contravening this rule may be treated as fraudulent by the buyer.
5. **Reserved price:** The sale may be notified to be subject to a reserve or upset price; and
6. **Pretended bidding:** If the seller makes use of pretended bidding to raise the price, the sale is voidable at the option of the buyer.

{1 Mark for each 5 point}

#### Answer:

##### (b)

- The partner can be expelled only if conditions of **Sec. 33** are followed.
- A partner may be expelled from a firm by majority of the partners only if,
  - (a) the power to expel has been conferred by contract between the partners, and
  - (b) Such a power has been exercised in good faith for the benefit of the firm.
- The partner who is being expelled must be given reasonable notice and opportunity to explain his position and to remove the cause of his expulsion.

{1 M}

{2 M}

{1 M}

- In the absence of an express agreement authorizing expulsion, the expulsion of a partner is not proper and is without any legal effect. } {1 M}
- Anil's objection to the admission of Abhishek is also justified as a new partner can be admitted only with the consent of all the partners. [Section 31(i)] } {1 M}

**Answer 5:**

- (a) As per the provisions of section 24 of the Sale of Goods Act, 1930, when goods are delivered to the buyer on approval or "on sale or return" or other similar terms, the property therein passes to the buyer-
- (a) when the buyer signifies his approval or acceptance to the seller or does any other act adopting the transaction;
  - (b) if he does not signify his approval or acceptance to the seller but retains the goods without giving notice of rejection, then, if a time has been fixed for the return of the goods, on the expiration of such time, and, if no time has been fixed, on the expiration of a reasonable time; or
  - (c) he does something to the good which is equivalent to accepting the goods e.g. he pledges or sells the goods.
- Referring to the above provisions, we can analyse the situation given in the question. Since, Mr. Joshi, who had taken delivery of the Motor car on Sale or Return basis and pledged the motor car to Mr. Ganesh, has attracted the third condition that he has done something to the good which is equivalent to accepting the goods e.g. he pledges or sells the goods. Therefore, the property therein (Motor car) passes to Mr. Joshi. } {3 M}
- Now in this situation, Ms. Preeti cannot claim back her Motor Car from Mr. Ganesh, but she can claim the price of the motor car from Mr. Joshi only. } {2 M}
- Now in this situation, Ms. Preeti cannot claim back her Motor Car from Mr. Ganesh, but she can claim the price of the motor car from Mr. Joshi only. } {1 M}

**Answer:**

- (b) The meaning of the term ultra vires is simply "beyond (their) powers". The legal phrase "*ultra vires*" is applicable only to acts done in excess of the legal powers of the doers.
- In consequence, any act done or a contract made by the company which travels beyond the powers not only of the directors but also of the company is wholly void and inoperative in law and is therefore not binding on the company. } {1/2 M}
- If the ultra vires loan has been utilised in meeting lawful debt of the company then the lender steps into the shoes of the debtor paid off and consequently he would be entitled to recover his loan to that extent from the company.
- The leading case through which this doctrine was enunciated is that of Ashbury Railway Carriage and Iron Company Limited v. Riche-(1875).
- The facts of the case are:  
The main objects of a company were:
- (a) To make, sell or lend on hire, railway carriages and wagons;
  - (b) To carry on the business of mechanical engineers and general contractors.
- The directors of the company entered into a contract with Riche, for financing the construction of a railway line in Belgium, and the company further ratified this act of the directors by passing a special resolution. The company however, repudiated the contract as being ultra-vires. And Riche brought an action for damages for breach of contract. His contention was that the contract was well within the meaning of the word general contractors and hence within its powers. Moreover it had been ratified by a majority of share-holders. However, it was held by the Court that the contract was null and void. It said that the terms general contractors was associated with mechanical engineers, i.e. it had to be read in connection with the company's main business. } {1 M}

The whole position regarding the doctrine of ultra vires can be summed up as:

- (i) When an act is performed, which though legal in itself, is not authorized by the object clause of the memorandum, or by the statute, it is said to be ultravires the company, and hence null and void.
- (ii) An act which is ultravires, the company cannot be ratified even by the unanimous consent of all the shareholders.
- (iii) An act which is ultravires the directors, but intravires the company can be ratified by the members of the company through a resolution passed at a general meeting.
- (iv) If an act is ultravires the Articles, it can be ratified by altering the Articles by a Special Resolution at a general meeting.

4 Marks  
(1 M Each)

However, the disadvantages of this doctrine outweigh its main advantage, namely to provide protection to the shareholders and creditors. Although it may be useful to members in restraining the activities of the directors, it is only a nuisance in so far as it prevents the company from changing its activities in a direction which is agreed by all. Again, the purpose of doctrine of ultra vires has been defeated as now the object clause can be easily altered, by passing just a special resolution of the shareholders.

(1/2 M)

#### Answer 6:

- (a) The offer should be distinguished from an invitation to offer. An offer is definite and capable of converting an intention in to a contract. Whereas an invitation to an offer is only a circulation of an offer, it is an attempt to induce offers and precedes a definite offer. Where a party, without expressing his final willingness, proposes certain terms on which he is willing to negotiate, he does not make an offer, but invites only the other party to make an offer on those terms. This is the basic distinction between offer and invitation to offer.

(2.5 M)

The display of articles with a price in it in a self-service shop is merely an invitation to offer. It is in no sense an offer for sale, the acceptance of which constitutes a contract. In this case, Ms. Lovely by selecting the dress and approaching the shopkeeper for payment simply made an offer to buy the dress selected by her.

(1.5 M)

If the shopkeeper does not accept the price, the interested buyer cannot compel him to sell. So Ms Lovely can't compel seller to sell the dress.

(1 M)

#### Answer:

- (b) As regards the question whether in the case of a registered firm (whose business was carried on after its dissolution by death of one of the partners), a suit can be filed by the remaining partners in respect of any subsequent dealings or transactions without notifying to the Registrar of Firms, the changes in the constitution of the firm, it was decided that the remaining partners should sue in respect of such subsequent dealings or transactions even though the firm was not registered again after such dissolution and no notice of the partner was given to the Registrar.

(1 M)

The test applied in these cases was whether the plaintiff satisfied the only two requirements of Section 69 (2) of the Act namely,

- (i) the suit must be instituted by or on behalf of the firm which had been registered;
- (ii) the person suing had been shown as partner in the register of firms. In view of this position of law, the suit is in the case by B and C against X in the name and on behalf of A & Co. is maintainable.

{ 1/2 M each }

Where a new partner is introduced, the fact is to be notified to Registrar who shall make a record of the notice in the entry relating to the firm in the Register of firms. Therefore, the firm cannot sue as D's (new partner's) name has not been entered in the register of firms. It was pointed out that in the second requirement, the phrase "person suing" means persons in the sense of individuals whose names appear in the register as partners and who must be all partners in the firm at the date of the suit.

(2 M)

**Answer:**

- (c) **Meaning of Guarantee Company:** Where it is proposed to register a company with limited liability, the choice before its promoters is either to limit their liability by the value of shares purchased by them or by limiting their liability by the amount of guarantees given by them. Section 2 (21) of the Companies Act, 2013 defines a Company Limited by Guarantee as a company having the liability of its members limited by the memorandum to such amount as the members may respectively undertake to contribute to the assets of the company in the event of its being wound up. (1 M)
- Thus, the liability of the members of a guarantee company is limited to a stipulated amount in terms of individual guarantees given by members and mentioned in the memorandum. The members cannot be called upon to contribute more than such stipulated amount for which each member has given a guarantee in the memorandum of association. The articles of association of such company shall state the number of members with which the company is to be registered.
- Similarities and dis-similarities between the Guarantee Company and the Company having share capital:** The common features between a "guarantee company" and the "company having share capital" are legal entity and limited liability. In case of a company limited by shares, the liability of its members is limited to the amount remaining unpaid on the shares held by them. Both these type of companies have to state this fact in their memorandum that the members' liability is limited. (1/2 M)
- However, the dissimilarities between a 'guarantee company' and 'company limited by shares' is that in the former case the members will be called upon to discharge their liability only after commencement of the winding up of the company and only to the extent of amounts guaranteed by them respectively; whereas in the case of a company limited by shares, the members may be called upon to discharge their liability at any time, either during the life of the company or during the course of its winding up and the amount payable by the members will be limited to the unpaid amount on shares held by them respectively. (1/2 M)
- Further to note, the Supreme Court in Narendra Kumar Agarwal vs. Saroj Maloo (1995) 6 SC C 114 has laid down that the right of a guarantee company to refuse to accept the transfer by a member of his interest in the company is on a different footing than that of a company limited by shares. The membership of a guarantee company may carry privileges much different from those of ordinary shareholders in companies limited by shares. (1 M)
- It is also clear from the definition of the guarantee company that it does not raise its initial working funds from its members. Therefore, such a company may be useful only where no working funds are needed or where these funds can be had from other sources like endowment, fees, charges, donations etc.



**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-2**

- |     |          |                 |
|-----|----------|-----------------|
| (1) | Option c | } {Each 1 Mark} |
| (2) | Option b |                 |
| (3) | Option a |                 |
| (4) | Option d |                 |
| (5) | Option b |                 |

**Answer:****(b) Passage -1**

Ministry's Decision Revoked (Heading) } {1 M}

- |       |   |                   |
|-------|---|-------------------|
| (I)   | S. Korean steel maker Posco under attack              | } {1/2 Mark Each} |
| (II)  | Prpsl for steel plant in Odisha rcnsdrd               |                   |
| (III) | Need to rethink the descn                             |                   |
|       | (a) Not based on solid grounds                        |                   |
|       | (b) FDI's   |                   |
|       | (c) Land aqstn from natives nt easy                   |                   |
|       | (d) Protests frm land holders                         |                   |
| (IV)  | No concrete result                                    |                   |
|       | (a) 8 years past; standstill                          |                   |
|       | (b) Neither prpnt nor govt. able to justify its moves |                   |
|       | (c) Leaves the matter open ended.                     |                   |

Key Used:

- |      |                                 |         |
|------|---------------------------------|---------|
| (1)  | S= south                        | } {2 M} |
| (2)  | Prpsl= proposal                 |         |
| (3)  | Rcnsdrd=reconsidered            |         |
| (4)  | Descn= decision                 |         |
| (5)  | Aqstn- acquisition              |         |
| (6)  | Nt= not                         |         |
| (7)  | Frm= from                       |         |
| (8)  | Prpnt=proponent                 |         |
| (9)  | Govt= government.               |         |
| (10) | FDI= foreign direct investment. |         |

**Answer 8:****(a) Barriers in communication:**

- |                       |         |
|-----------------------|---------|
| • Physical Barriers   | } {1 M} |
| • Cultural Barriers   |         |
| • Language Barriers   |         |
| • Technology Barriers |         |
| • Emotional Barriers  |         |

Technology Barriers: Being a technology driven world, all communication is dependent on good and extensive use of technology. However, there might arise technical issues, like server crash, overload of information etc which lead to miscommunication or no communication at all. } {1 M}

Language Barriers: It's a cosmopolitan set up, where people of different nationalities move from their home to other countries for work. As a result, it is difficult to have a common language for communication. Hence, diversity gives rise to many languages and it acts as a barrier at times.

{1 M}

**Answer:**

- (b) (i) End a quarrel and make peace } (1 Mark)  
 (ii) A.R. Rahman has composed the melody wonderfully. } (1 Mark)

**Answer:**

- (c) Television: Bane or Boon (Title) } (1 M)

Television affects our lives in several ways. We should choose the shows carefully. Television increases our knowledge It helps us to understand many fields of study.

{2 M}

It benefits and people and patients. There are some disadvantages too some people devote a long time to it. Students leave their studies and it distracts their attention.

{2 M}

**Answer 9:**

- (a) Vertical Network and Wheel & Spoke Network.

Vertical Network	Wheel and Spoke Network
A formal network. It is usually between a higher ranking employee and a subordinate.	A network with a single controlling authority who gives instructions and orders to all employees working under him/her.
A two way communication happens	Two way communication happens but useful only in small organizations.

{1 M}

{1 M}

**Answer:**

- (b) (i) Her parents will be spoken to by Nisha tomorrow. } (1 Mark)  
 (ii) By unfair and foul means. } (1 Mark)  
 (iii) Something that happens unexpectedly } (1 Mark)

**Answer:**

- (c)

CIRCULAR

Circular No. XXXIV Dec 31, 2018

NEW YEAR PARTY

{1 M}

For all employees

Wishing All a very Happy, prosperous and productive New Year 2019. A New Year party is being organized in the office premises on the coming weekend (Jan 5, 2019) at 7 PM. Everyone is cordially invited with their families.

{2 M}

The events would be as follows:

- Live performance by the pop band 'ASD'
- Couple Dance competition
- Stand up Comedy
- Surprise Gifts for kids
- Lucky Draw
- Buffet Dinner with special buffet for the kids Looking forward to an active participation.

{2 M}

Romi Mistry Manager, HR

**Answer 10:**

- (a) Communication is a process of exchanging information, ideas, thoughts, feelings and emotions through speech, signals, writing, or behavior. } {1 M}
- Communication is relevant in daily life as we experience it in all walks of life. While talking to friends, family and office colleagues, while passing on a piece of information, while starting a campaign or a protest march; at every step we want to communicate a message. The audience differs and the purpose differs; yet communication happens. } {1 M}

**Answer:**

- (b) (i) The job had been left by him.  
(ii) Nobody has brought the news to my attention.  
(iii) The severe natural calamity in the northern region is being worried about by the government. } {1 Mark Each}

**Answer:**

- (c) Raghav Shetty  
1207, Ninto Road  
Pune, Maharashtra  
Tel. 9893233XXX / email - abc@gmail.com

**Career Objective**

To be associated with the organisation that will offer to me tremendous opportunities for growth in career and provide a challenging environment that will utilize my skill and abilities to the maximum.

**Summary of Qualification**

- (1) Excellent communication & comprehension skill.
- (2) In depth knowledge of fundamental concepts related to profession.
- (3) Exceptionally good at the application of different concept in varied manner.
- (4) Have a training experience along with the competency conduct of various research program.

**Education**

IIM  
Banglore  
MBA in Sales Management (2 year post graduate program)

**Major areas of study**

- (1) Finance
- (2) Marketing
- (3) Advertisement
- (4) Production
- (5) Communication
- (6) Sales

**Overview of skills and experience acquired through training**

- (1) More than 5 years of experience in both practical and managerial aspect of life.
- (2) Extensive experience in various practices of explore the various facts of the company.

- (3) Carried out various research program by employing suitable techniques.  
 (4) Possess flawless understanding of fundamental concepts.

**Employment Experience**

HDFC Bank, Mumbai, Maharashtra [2014-2017]  
 Sales Manager

- (1) Tracked, recorded and verified the shipping of product from warehouse across the country.  
 (2) Engaging in skills & personality development program.  
 (3) Perform periodic activities to ensure almost satisfaction.

{2 M}

**Skills**

- (1) Well versed with MS Office.  
 (2) Updated with all latest computer application & software.  
 (3) Excellent verbal communication skill.  
 (4) Highly organised & efficient.

**Reference**

Available upon request

**Declaration**

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

Date - 28 August, 2022

Place - Pune, Maharashtra

(Raghav Shetty)

**Answer 11:**

- (a) {Cultural barriers refer to having knowledge of different cultures in order to communicate effectively with cross culture people. Understanding various cultures in this era of globalization is an absolute necessity}{1<sup>1/2</sup> M} {as the existence of cultural differences between people from various countries, regions tribes and religions, where words and symbols may be interpreted differently can result in communication barriers and miscommunications.}{1<sup>1/2</sup> M}

**Answer:**

- (b) (i) Be highly successful }  
 (ii) A narrow escape } {1 Mark Each}

**Answer:**

- (c) Date: Jan 2, 2019  
 Venue: Conference Hall, 3<sup>rd</sup> Floor  
 Meeting started at 11 : 00 AM.  
 In attendance : Mr. BNM Managing Director, Mr. ASD Head , Sales and Marketing, Mr. FGH, Product Head, Mr. JKL Plant Head, two Senior Consultants from QWE Consulting and Market Research, three members of the Sales team  
 Mr. FGH, Product Head  
 • Introduced the agenda  
 • Demonstrated the prototype of the new product  
 • Explained the utility and target customers

{2 M}

- Existing Variants in the market vs variants to be introduced by the company in 6 months time
- Mr. JKL, Plant Head
- Discussed preparedness for mass manufacturing of the new product
  - Discussed potential vendors to manufacture the variants
- Mr. VBN Senior Consultant, QWE Consulting and Market Research
- Discussed marketing strategy for product launch
  - Discussed media advertising for product promotion
- Mr. ASD Head, Sales and Marketing, Mr. RTY Executive, Sales Team
- Presented the estimated demand and sales figures for first quarter (initial 3 months after launch)
  - Discussed feedback received from the sample customers
- All the participants consented to submit their observations and reports to Mr. BNM Managing Director, Mr. ASD Head, Sales and Marketing,  
The Head of Sales and Marketing proposed a vote of thanks and declared the next meeting to discuss reports to be held on Feb 4, 2019.  
ATR to be submitted by Jan 25, 2019 to the Head of Sales and Marketing.
- {2 M}
- {1 M}

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Mittal Commerce Classes Pvt. Ltd.