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PART A: BUSINESS LAWS (60 MARKS)

Question 1 is Compulsory. Attempt any 4 out of remaining 5 Questions.

ANSWER 1(a)

As per Section 2(h) of Indian Contract Act, 1872 Contract is an agreement which is enforceable by law. Social agreements are not enforceable by law. As per case law Balfour v. Balfour, a husband promised to pay maintenance allowance every month to his wife, so long as they remain separate. When he failed to perform this promise, she brought an action to enforce it. As it is an agreement of domestic nature, it was held that it does not contemplate to create any legal obligation.

Father promised to pay his son a sum of 'one lakh if the son passed C.A. examination in the first attempt. The son passed the examination in the first attempt, but father failed to pay the amount as promised. This is a social agreement which is not enforceable by law. Accordingly, applying the above provisions and the case decision, in this case son cannot recover the amount of '1 lakh from father for the reasons explained above.

(4 MARKS)

ANSWER 1(b)

DOCTRINE OF CAVEAT EMPTOR (BUYER BEWARE):

- 'Caveat Emptor' is a Latin expression which means "let the buyer beware".
- The Doctrine states generally seller is not responsible for bad goods.
- This Doctrine takes the side of the seller.
- As per the rule, seller is not responsible in following cases: -
 - (i) To know the particular purpose of buyer.
 - (ii) If buyer chooses the goods negligently
 - (iii) If the goods are defective and the defect is patent (i.e. defect which can be discovered by mere inspection)
- **Exceptions:** The exceptions to the doctrine of Caveat Emptor; which are mentioned below (i.e. in the following seller is responsible) :
 1. Where the buyer specifies the particular purpose for which the goods are required to the seller.
 2. Where buyer relies on the seller's skill or judgment.
 3. Where there is contract of sale by sample, the rule of caveat emptor will not apply if the goods do not correspond with sample
 4. Where goods are bought by description, the goods shall correspond with the description.
 5. If the goods are bought both by sample as well as by description this rule will not apply if goods do not correspond with both sample and description.
 6. There is an implied condition that the goods shall be of merchantable quality
 7. When the seller actively conceals some defect in the goods so that the same could not be discovered by the buyer on a reasonable examination, then the rule of Caveat Emptor will not apply.
 8. When the goods are purchased under some brand name.

(4 MARKS)

ANSWER 1(c)

Partnership deed

- Partnership is the result of an agreement. No particular formalities are required for an agreement of partnership. It may be in writing or formed verbally. But it is desirable to have the partnership agreement in writing to avoid future disputes. The document in writing containing the various terms and conditions as to the relationship of the partners to each other is called the 'partnership deed'. It should be drafted with care and be stamped according to the provisions of the Stamp Act, 1899. Where the partnership comprises of immovable property, the instrument of partnership must be in writing, stamped and registered under the Registration Act.
- **Partnership deed may contain the following information: -**
 1. Name of the partnership form.
 2. Names of all the partners.
 3. Nature and place of the business of the firm.
 4. Date of commencement of partnership.
 5. Duration of the partnership firm.
 6. Capital contribution of each partner.
 7. Profit Sharing ratio of the partners.
 8. Admission and Retirement of a partner.
 9. Rates of interest on Capital, Drawings and loans.
 10. Provisions for settlement of accounts in the case of dissolution of the firm.
 11. Provisions for Salaries or commissions, payable to the partners, if any.
 12. Provisions for expulsion of a partner in case of gross breach of duty or fraud.

(4 MARKS)

ANSWER 2(a)

Section 26 of the Sale of Goods Act, 1930 provides that unless otherwise agreed, the goods remain at the seller's risk until the property therein is transferred to the buyer, but when the property therein is transferred to the buyer, the goods are at buyer's risk whether delivery has been made or not. Further Section 18 read with Section 23 of the Act provides that in a contract for the sale of unascertained goods, no property in the goods is transferred to the buyer, unless and until the goods are ascertained and where there is contract for the sale of unascertained or future goods by description, and goods of that description and in a deliverable state are unconditionally appropriated to the contract, either by the seller with the assent of the buyer or by the buyer with the assent of the seller, the property in the goods thereupon passes to the buyer. Such assent may be express or implied. Applying the aforesaid law to the facts of the case in hand, it is clear that Mr. Samuel has the right to select the good out of the bulk and he has sent his men for same purpose.

Hence the problem can be answered based on the following two assumptions and the answer will vary accordingly.

(a) Where the bales have been selected with the consent of the buyer's representatives:

In this case, the property in the 60 bales has been transferred to the buyer and goods have been appropriated to the contract. Thus, loss arising due to fire in case of 60 bales would be borne by Mr. Samuel. As regards 40 bales, the loss would be borne by Mr. Varun, since the goods have not been identified and appropriated.

(b) Where the bales have not been selected with the consent of buyer's representatives.

In this case, the property in the goods has not been transferred at all and hence the loss of 100 bales would be borne by Mr. Varun completely.

(6 MARKS)

ANSWER 2(b)

Meaning of consideration: The expression 'consideration' in general means price paid for an obligation. According to Section 2 (d) of the Indian Contract Act, 1872 when at the desire of the promisor, the promisee or any other person has done or abstained from doing, or does or abstains from doing or promises to do or abstain from doing something, such an act or abstinence or promise is called consideration for the promise.

The general rule is that an agreement made without consideration is void. Sections 25 of the Indian Contract Act, 1872, provides for exceptions to this rule where an agreement without consideration is valid. These are:

(1) Natural Love & Affection

Where an agreement is expressed in writing and registered under the law for the time being in force for the registration of documents and is made on account of natural love and affection between the parties standing in near relation to each other, the agreement is enforceable, even though, the consideration is absent.

(2) Compensation for past voluntary service

A promise to compensate, wholly or in part, a person who has already voluntarily done something for the promisor, is enforceable even without consideration.

(3) Promise to pay time barred Debt

The agreement is valid provided it is made in writing and is signed by the debtor or by his agent authorized in that behalf.

(4) Completed Gift

As per explanation 1 to section 25, nothing in section 25 shall affect the validity as between donor and donee, on any gift actually made. Thus, gifts do not require any consideration.

(5) Agency

No consideration is necessary to create an agency.

(6) Bailment

No consideration is required to effect the contract of bailment.

(7) Charity

If a promise undertakes the liability on the promise of the person to contribute to charity, there the contract shall be valid.

(6 MARKS)

ANSWER 3(a)

An anticipatory breach of contract is a breach of contract occurring before the time fixed for performance has arrived. When the promisor refuses altogether to perform his promise and signifies his unwillingness even before the time for performance has arrived, it is called Anticipatory Breach.

Section 39 of the Indian Contract Act, 1872 deals with **anticipatory breach of contract** and provides as follows: "When a party to a contract has refused to perform or disabled himself from performing, his promise in its entirety, the promisee may put an end to the contract, unless he has signified, by words or conduct, his acquiescence in its continuance."

Effect of anticipatory breach: The promisee is excused from performance or from further performance. Further he gets an option:

- (1) To either treat the contract as “rescinded and sue the other party for damages from breach of contract immediately without waiting until the due date of performance; or
- (2) He may elect not to rescind but to treat the contract as still operative, and wait for the time of performance and then hold the other party responsible for the consequences of non-performance.

But in this case, he will keep the contract alive for the benefit of the other party as well as his own, and the guilty party, if he so decides on re-consideration, may still perform his part of the contract and can also take advantage of any supervening impossibility which may have the effect of discharging the contract.

(5 MARKS)

ANSWER 3(b)

Company not for profit/Non-Profit companies

- **Object of formation of 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.
- **Restrictions on such company:**
 - (i) Such company is prohibited from declaring any dividend to its members
 - (ii) Such company has to apply its surplus only in promoting its objects
- **Power of Central government to issue the license:**

This section allows the Central Government to register such person or association of persons as a company with limited liability **without the addition of words ‘Limited’ or ‘Private limited’ to its name, by issuing license** on such conditions as it deems fit. The registrar shall on application register such person or association of persons as a company under this section.
- **Privileges of Limited Company:** On registration the company shall enjoy same privileges and obligations as of a limited company.
- **Revocation of license:**
 - ✓ The Central Government may by order revoke the license of the company where the company contravenes any of the requirements or the conditions of this sections subject to which a license 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, and on revocation the Registrar shall put ‘Limited’ or ‘Private Limited’ against the company’s name in the register.
 - ✓ But before such revocation, the **Central Government must give it a written notice of its intention to revoke the license and opportunity to be heard** in the matter.
 - ✓ Such order shall be made only after the company is given a reasonable opportunity of being heard.
- **Order of the Central Government:** Where a license is revoked, the **Central Government may, by order**, if it is satisfied that it is essential in the public interest, **direct that:**

- ✓ The company has to convert its status and change its name
- ✓ The company be wound up under this Act
- ✓ The company be amalgamated with another company registered under this section

(7 MARKS)

ANSWER 4(a)

Designated Partner [Section 2(j)]: "Designated partner" means any partner designated as such pursuant to section 7 of the LLP Act, 2008.

According to section 7:

- (i) Every LLP shall have at least two designated partners who are individuals and at least one of them shall be a resident in India.
- (ii) If in LLP, all the partners are bodies corporate or in which one or more partners are individuals and bodies corporate, at least two individuals who are partners of such LLP or nominees of such bodies corporate shall act as designated partners.
- (iii) Resident in India: For the purposes of this section, the term "resident in India" means a person who has stayed in India for a period of not less than 182 days during the immediately preceding one year.

(4 MARKS)

ANSWER 4(b)

Validity of agreements

- (i) Void Agreement: As per Section 23 of the Indian Contract Act, 1872, an agreement is void if the object or consideration is against the public policy.
- (ii) Void Agreement: As per Section 20 of the Indian Contract Act, 1872 the contracts caused by mistake of fact are void. There is mistake of fact as to the existence of subject matter.
- (iii) Void Agreement: As per Section 27 of the Indian Contract Act, 1872 an agreement in restraint of trade is void. However, a buyer can put such a condition on the seller of good will, not to carry on same business. However, the conditions must be reasonable regarding the duration and the place of the business.
- (iv) Void Agreement: An agreement in restraint of legal proceedings is void as per Section 28 of the Indian Contract Act, 1872.

(4 MARKS)

ANSWER 4(c)

Liabilities of a minor partner before attaining majority:

(i) Retirement of a Partner (Section 32)

- A partner may also retire from an existing firm. The partner who retires from an existing firm is known as a 'retiring partner' or an 'outgoing partner'.
- A partner may retire from the firm in any one of the following three modes:
 - (a) By consent. A partner may retire, at any time with the consent of all other partners.
 - (b) By agreement. The partners may enter into an express agreement about the retirement of a partner. In such cases, a partner may retire according to the terms of the agreement.
 - (c) By notice. In case of partnership at will, a partner may retire by giving a written notice of retirement to all other partners.

- Retirement of a partner from a firm does not dissolve it unless the firm has only 2 partners.
- Liability of a retiring partner:

1. Liability for the acts of the firm done before retirement:

A retiring partner continues to be liable to third parties for the acts of the firm done before his retirement unless there is an agreement made by him with the third party concerned and the partners of the reconstituted firm. Such an agreement may be implied by a course of dealings between the third party and the reconstituted firm after he had knowledge of the retirement.

2. Liability for the acts of the firm done after retirement:

A retiring partner also continues to be liable to third parties for the acts of the firm done even after his retirement until a public notice of his retirement is given. This liability of a retiring partner is based on the principle of 'holding out'.

(ii) Insolvency of a Partner (Section 34)

- ❖ The partner declared an insolvent; he ceases to be a partner on the date on which the order of adjudication is made.
- ❖ The firm is dissolved on the date of the order of insolvency unless the contract specifies something else.
- ❖ The estate of the insolvent is not liable for any act of the firm after the date of the order of insolvency.
- ❖ The firm cannot be held liable for any acts of the insolvent partner after the date of the order of insolvency.

(4 MARKS)

ANSWER 5(a)

According to section 2(68) of the Companies Act, 2013, "Private company" means a company having a minimum paid-up share capital as may be prescribed, and which by its articles, except in case of One Person Company, limits the number of its members to 200.

However, **where two or more persons hold one or more shares in a company jointly, they shall, for the purposes of this clause, be treated as a single member.**

It is further provided that -

- ◆ persons who are in the employment of the company; and
- ◆ persons who, having been in the employment of the company in the past and they are still members of the company

shall not be included in the number of members.

In the instant case, Flora Fauna Limited may be converted into a private company only if the total members of the company are limited to 200.

Therefore, following is the calculation of number of members as per above provisions.

(a)	Directors and their relatives -	190
(b)	Employees - not to be counted	0
(c)	Ex-Employees (Shares were allotted when they were employees) - not to be counted	0
(d)	5 couples holding shares jointly in the name of husband and wife (5*2)- To be counted as 5	5
(e)	Others	5
	GRAND TOTAL	200

Hence, there is no need for reduction in the number of members since existing number of members are 200 which does not exceed maximum limit of 200.

(6 MARKS)

ANSWER 5(b)

Right of lien of an unpaid seller

The legal provisions regarding the right of lien of an unpaid seller has been stated from Sections 47 to 49 of the Sale of Goods Act, 1930 which may be enumerated as follows:

- (i) According to Section 47 the unpaid seller of the goods who is in possession of them is entitled to retain possession of them until payment or tender of the price in the following cases namely:
 - (a) where the goods have been sold without any stipulation as to credit.
 - (b) where the goods have been sold on credit, but the term of credit has expired; or
 - (c) where the buyer becomes insolvent.

The seller may exercise his right of lien notwithstanding that he is in possession of the goods as agent or bailee for the buyer.

- (ii) Section 48 states that where an unpaid seller has made part delivery of the goods, he may exercise his right of lien on the remainder, unless such part delivery has been made under such circumstances as to show an agreement to waive the lien.
- (iii) According to Section 49 the unpaid seller loses his lien on goods:
 - (a) 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.
 - (b) when the buyer or his agent lawfully obtains possession of the goods;
 - (c) by waiver thereof

The unpaid seller of the goods, having a lien thereon, does not lose his lien by reason only that he has obtained a decree to the price of the goods.

Right of lien and Right to stoppage the goods in transit; distinction:

Right of Lien	Right of stoppage in transit
1. The essence of a right of lien is to retain possession	1. The essence of stoppage in transit is to regain possession
2. Seller should be in possession of goods under lien	2. In stoppage in transit, (i) seller should have parted with the possession (ii) possession should be with a carrier, & (iii) buyer has not acquired the possession.
3. Right of lien can be exercised even when the buyer is not insolvent.	3. Right of stoppage in transit can be exercised only when buyer becomes insolvent
4. Right of lien precedes right of stoppage in transit.	4. Right of stoppage in transit begins when the right of lien ends

(6 MARKS)

ANSWER 6(a)**Students can write any 8 points of the following:**

Partnership	Joint Stock Company
1. A firm does not enjoy separate legal entity i.e. separate legal existence.	1. It has a separate legal existence.
2. The liability of the partner is unlimited.	2. Limited to the value of shares held by the members.
3. It does not enjoy a long lease of life because of dissolution due to different reasons.	3. It enjoys a perpetual existence.
4. Maximum partners can be 50.	4. In case of private limited company, Minimum members-2, maximum members -200 In case of public limited company, Minimum members -7, maximum members - no limit In case of One person Company (OPC)- only 1.
5. A partner cannot transfer his share without the consent of other partners.	5. A member can transfer his share as and when he wishes to.
6. There is mutual agency amongst the partners	6. There is no mutual agency amongst the members
7. Distribution of profits is compulsory as per the partnership deed	7. No such compulsion of distributing the profits.
8. The ownership & management lies with all the partners.	8. Ownership is with shareholders and the management is with board of directors
9. Property of the firm is the joint property of all the partners.	9. The property of company is not the joint property of the members.
10. The creditors of the firm can proceed against the partners jointly and severally.	10. The creditors of a company can proceed only against the company.
11. No compulsory Audit	11. Its compulsory

(4 MARKS)

ANSWER 6(b)

DISSOLUTION BY THE COURT (SECTION 44):

Court may, at the suit of the partner, dissolve a firm on any of the following ground:

1. Insanity of a partner:

The suit for dissolution of the firm may be filed by anyone of the partners other than the partner who has become insane. The suit may also be filed by the next friend (i.e., legal representative) of the insane partner.

2. Permanent incapacity of a partner:

If a partner becomes permanently incapable of performing his duties, the court may allow the dissolution of the firm. The suit for dissolution of the firm may be filed by anyone of the partners other than the partner who has become incapable.

3. Misconduct of a partner:

Where a partner is guilty of misconduct, the court may allow the dissolution of the firm. The suit for dissolution of the firm may be filed by anyone of the partners other than the partner who is guilty of misconduct.

4. Persistent breach of agreement:

When a partner willfully or persistently (i.e., frequently) commits a breach of agreements relating to the management of the affairs of the firm, or conducts the partnership business in such a way that the other partners find it difficult to carry on the partnership business with him, the court may allow the dissolution of the firm.

5. Transfer of interest:

Where a partner transfers the whole of his interest or share to a third party, the court may allow the dissolution of the firm. The court may also allow the dissolution when the entire share of a partner is attached or sold by an order of the court. The suit for dissolution of the firm may be filed by anyone of the partners other than the partner who has transferred his interest or share.

6. Perpetual losses in business:

Where the business of a firm cannot be carried on, except at a loss, the court may allow the dissolution of the firm. The suit for dissolution of the firm may be filed by anyone of the partner. When the court is satisfied that the business of a firm cannot be carried on, except at a loss, it may pass an order of dissolution of the firm.

7. Other just and equitable grounds:

A firm may also be dissolved by the court on any 'other just and equitable ground'. A 'just and equitable ground', is a ground which is fair and reasonable according to the opinion of the court.

(i) Deadlock in the management.

(ii) Where the partners are not in talking terms between them.

(iii) Loss of substratum.

(iv) Gambling by a partner on a stock exchange.

(4 MARKS)

(Students have to write all 8 points for 4 marks and they have to elaborate each point in short)

ANSWER 6(c)

Quantum Meruit: Where one person has rendered service to another in circumstances which indicate an understanding between them that it is to be paid for although no particular remuneration has been fixed, the law will infer a promise to pay. Quantum Meruit i.e. as much as the party doing the service has deserved. It covers a case where the party injured by the breach had at time of breach done part but not all of the work which he is bound to do under the contract and seeks to be compensated for the value of the work done.

For the application of this doctrine, two conditions must be fulfilled:

(1) It is only available if the original contract has been discharged.

(2) The claim must be brought by a party not in default.

The object of allowing a claim on quantum meruit is to recompensate the party or person for value of work which he has done. Damages are compensatory in nature while quantum meruit is restitutory. It is but reasonable compensation awarded on implication of a contract to remunerate.

The claim for quantum meruit arises in the following cases:

- (a) when an agreement is discovered to be void or when a contract becomes void.
- (b) When something is done without any intention to do so gratuitously.
- (c) Where there is an express or implied contract to render services but there is no agreement as to remuneration.
- (d) When one party abandons or refuses to perform the contract.
- (e) Where a contract is divisible and the party not in default has enjoyed the benefit of part performance.
- (f) When an indivisible contract for a lump sum is completely performed but badly the person who has performed the contract can claim the lump sum, but the other party can make a deduction for bad work.

(4 MARKS)

PART B : BUSINESS CORRESPONDENCE AND REPORTING (40 MARKS)

Question 7 is Compulsory. Attempt any 3 out of remaining 4 Questions.

ANSWER 7(a)

(1*5 = 5 MARKS)

- 1- b
- 2- c
- 3- c
- 4- d
- 5- b

ANSWER 7(b)

(i) Plight of schools in India (Heading)

- 1) Chldrn like Schls if they
 - a) Atnd willgly
 - b) Enjoy
 - c) Able to undrstnd tchng mthds
- 2) Facts
 - a) Apprx 10 % prmry schls have
 - (i) snl cls OR snl tchr
 - b) Chldrn b/w 7-14 not abl to read
 - c) High drpt rate after grd five
 - d) Only 25% chldrn pass grd five
- 3) Imprtnce of Tchrs
 - a) Physcl strct, ac, lab can't sbste for a tchr
 - b) Tchr mtvts stdnts
- 4) Tchrs will thnk abt stdnts wlfr if govt and schl mgmt
 - a) Trains
 - b) Mtvts
 - c) Pays them well
- 5) Facts abt Rural India
 - a) 60% drpt rate after prmry schl
 - b) Chldrn work to spmnt fmly income
 - c) Indfrnt and unaware parents don't enrol chldrn in schls
- 6) Suggestion:
 - a) adopt a prmry schl to sprd awrns

Key Used

- Chldrn= children
- Shcls= schools
- Atnd=attend

- Willgly=willingly
- Undrstnd=understand
- Tchng=teaching
- Mthds=methods
- Stdnts= students
- Apprx=approximately
- Prmry=primary
- Sngl=single
- b/w=between
- Drpt=dropout
- Grd=grade
- Imprtnce=importance
- Physcl=physical
- Strct=structure
- Sbste=substitute
- Mtvts=motivates
- Stdnts=students
- Abt=about
- Wlfr=welfare
- Govt=government
- Mgmt=management
- Spmnt=supplement
- Fmly=family
- Indfrnt=indifferent
- Sprd=spread
- Awrns=awareness

(3 Marks)

(ii) Summary

Children will enjoy learning if they attend schools willingly and are able to understand the teaching methods. The poor plight of primary education in India is evident from the following facts: 10% or more primary schools have a single classroom or a single teacher. Children in the age-group 7-14 are not able to read, dropout rate is high with only 25% of students able to qualify grade five. Teachers play an important role in learning as they motivate their students to learn and that they cannot be substituted by material additions like tall structure, ACs and laboratories. Teachers shall willingly work towards students' welfare if they are duly trained, motivated and well paid. In rural areas, there is 60% dropout rate after primary school as parents take them to work to supplement their family income. Due to lack of awareness and apathy they do not enrol them into middle schools. It dawns upon us to change this plight by adopting the primary schools in our nearby areas to spread awareness amongst students and parents about the role of education in development of a child.

(2 Marks)

ANSWER 8(a)

Steps in the process of communication

- (i) The purpose or reason
- (ii) The content or message
- (iii) The medium used for conveying the message (internet, written text, speech etc.)
- (iv) Transmitting the message
- (v) Messages are often misinterpreted due to external disturbances. These factors disrupt communication
- (vi) Receiving the message
- (vii) Deciphering/decoding the message
- (viii) Interpreting and figuring out what the real message is.

(2 Marks)

ANSWER 8(b)

- (i) A lot is spoken on politics by Abhishek.
- (ii) The Principal exclaimed/remarked that he was a bright child.
- (iii) c

(1*3 = 3 Marks)

ANSWER 8(c)

The 'third eye' connection

The notion of the third eye or heightened consciousness, Extra Sensory Perception (ESP), or enlightenment is attributed to pineal gland. It is located between the two halves of the brain and connects the intellect and the body. According to Dr. Panagariya, a neurologist based in Jaipur, this third eye can be activated to spiritual world frequencies with the help of Yoga and meditation to enable a person experience astral travel, remote viewing and cosmological projection. He said that the pineal gland contains magnetite and secretes Beta Carbolines that breaks down into melatonin which are associated with spiritual, psychic and paranormal experiences.

(5 Marks)

ANSWER 9(a)

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

(1 Mark)

ANSWER 9(b)

- (i) (d) stoical
- (ii) (b) jealous
- (iii) Had the paperwork been completed by them?
- (iv) He said that Chinese Language was/is very difficult to learn.

(1*4 = 4 Marks)

ANSWER 9(c)

XYZ Ltd
A-78, AH-Block
Tagore Garden
New Delhi- 27
11 December, 20XX

Proprietor
Jashn Catering
60, Karol Bagh
New Delhi-05

Dear Mr. Sunil

Subject: Regarding Enquiry about Catering Services

With reference to your advertisement in the Times of India, dated November 26, 20XX, we wish to enquire about your catering services. Our company is celebrating its golden jubilee in the month of January 2020. In this regard, we are looking for somebody who would cater to our celebration dinner.

We are expecting around 600 guests and employees during the event. It will be a formal meet and we will need full catering services that include several courses, desserts, ten waiters and five helpers.

Kindly provide us the details of the following:

- Whether you provide for waiters and hosts
- Offers and discounts available
- The menu options and charges
- If there are any additional charges levied for linens, centerpiece, etc. Kindly provide the complete details with rates by October 15, XXXX.

Thanks & Regards,
Mr. Vivek Goyal
Administrator
XYX Ltd

(4 Marks)

ANSWER 10(a)

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.

(2 Marks)

ANSWER 10(b)

- (i) c
- (ii) Why was such a message written by your friend?
- (iii) She exclaimed sadly that she was undone.

ANSWER 10(c)

Answer Hints for Article

- Social media is a good way to connect with friends and relatives
- A convenient platform for sharing ideas, thoughts and opinions
- Facebook, Twitter, Instagram, Whatsapp are useful when used in a healthy way.
- Getting addicted to them is very easy and affects one's productivity.
- With the advent of social media in our lives, every movement gets tracked and reported.
- Technology at its boom, is not safe always. One needs to use it judiciously for good causes.
- The social media shows a person's daily movements, tracks your trips; what you see on your FB pages is influenced by your past searches, which is probably not right.
- A good balance of technology and mind, with less interference of the social media is an appropriate approach.

Answer Hints for Report

- Mention a heading, name of the NGO
- Venue, Date
- The purpose of the workshop
- How many members came from the NGO; how did they go ahead with the workshop
- The audience and its reaction
- Pamphlets, information shared during the session.
- Motivational talks to encourage donations to make a difference in the lives of underprivileged
- Felicitations/Valedictory session by the Principal

(5 Marks)

ANSWER 11(a)

Barriers in communication:

- Physical Barriers
- 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.

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.

(2 Marks)

ANSWER 11(b)

- (i) a
- (ii) d

(iii) She said that her mother cooked well.

(1*3 = 3 Marks)

ANSWER 11(c)

Cover Letter

To

Date: Nov 13, 2018

The Manager (HR)

ABC TV

FGH Media Pvt Ltd

Mandi House

New Delhi.

Sir,

Subject: Application for the post of Journalist

Greetings for the day ! I am writing this letter to express my interest in the position of Journalist as advertised in the SDF national daily, Careers section dated August 1, 2018.

I fulfil all the educational and professional requirements as specified in the advert. I am a post graduate in Media Studies from ASD University and interned at renowned media houses (print and TV) I have two years of relevant experience. Currently, I am heading the regional news section at XYZ TV at their Meerut office.

My detailed resume is appended herewith for your perusal. Looking forward for a positive response.

Best Regards,

Mohit Agarwal

36, Civil Lines,

Meerut.

UP.

Resume

Mohit Agarwal

36, Civil Lines

Meerut, UP

Phone: 98XXXXXXXX

Email: abc@xyz.com

OBJECTIVE:

To be associated with an organization that offers tremendous opportunities for growth and autonomy, providing a challenging environment to harness my creative streak, innovative ideas and utilize my experience as a media correspondent to the maximum.

SUMMARY:

- One year of experience as a staff correspondent in CVB TV.
- Two years of experience as Head Regional News XYZ TV
- Proven skills in content planning, selection and presentation.
- Excellent Reporting skills in English and Hindi.

EXPERIENCE:

2016 – PRESENT Head Regional News XYZ TV Meerut

- Planning and deployment of staff correspondents
- Sponsorship Planning from corporate and media houses
- Staff selection and Training
- Media Planning for regional corporate houses

2015– 2016 Staff Correspondent CVB TV

- Capturing Events
- Conceptualizing stories
- Presenter for “Khufia” section of Daily News

EDUCATION:

2014 Masters in Mass Comm, ASD University, New Delhi

2012 English(H), ASD University, New Delhi

INTERNSHIPS:

2014 Two months at World Journalists Association (Articles Section)

2013 4 months at CNN TV in News production and planning

SKILLS

- Well versed with Media Software
- Meticulous Planning and Execution skills with an eye for detail

PERSONAL DETAILS

Date of Birth 15 June, 1992

Marital Status Unmarried

Languages Known English, Hindi

DECLARATION

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

Date: Nov 13, 2018

Place: Meerut

(Mohit Agarwal)

(5 marks)