



**J.K. SHAH**<sup>®</sup>  
TEST SERIES

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**SUGGESTED ANSWERS**

**CA FOUNDATION**

**Test Code – JK-LAW-03**

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## Answers

### Section A

#### Q.1

##### (a)

As per Section 10 of Indian Contract Act, 1872, in order to be a valid contract, certain essential elements are to be satisfied. Accordingly, one of the essential elements of a valid contract is that the agreement must not be one which the law declares to be either illegal or void. A void agreement is one without any legal effect. Thus, agreements in restraint of trade, marriage, legal proceedings etc. are void agreements.

**(2 Marks)**

In the given question, Akhil grants a power of attorney to his creditor Chintan authorising the Chintan to sell a certain property belonging to him and appropriate the sale proceeds towards his indebtedness. He also agrees not to institute any legal proceedings against Chintan challenging either the Chintan's actions or its statements of account. Such agreement between Akhil and Chintan is void as it is in restraint of legal proceedings.

Hence, Akhil cannot institute legal proceedings against Chintan questioning the sale.

**(2 Marks)**

##### (b)

As per provisions of The Companies Act, 2013, a company is an artificial person having a personality which is distinct from the members constituting it. Thus, a company has got an entity which is separate from its members. of the company. In the case of Macaura vs. Northern Assurance Co. Ltd, M was the holder of nearly all the shares except one of a timber company. He insured the company's timber in his own name. The timber was destroyed by fire & M claimed the loss from Insurance Company. But, it was held that, the Insurance Company was not liable to him as shareholder cannot insure the company's property in his own name even if he is the owner of all or most of the company's shares.

**(2 Marks)**

In the given question, Kartik was the holder of nearly all (except one) shares of a MV Private Ltd. He was also a major creditor of the company. Kartik insured the company's huge machinery in his own name. Fire occurred and the whole factory including the huge machinery got destroyed. Kartik claimed insurance compensation in his own name. The given question is similar to the facts of the above case law.

.Hence, Kartik will not succeed.

**(2 Marks)**

(c)

**Goods perishing before making of contract (Section 7):**

Where there is a contract for the sale of specific goods, **the contract is void-ab-initio** if the goods without the knowledge of the seller have, at the time when the contract was made, perished or become so damaged as no longer to answer to their description contract.

**Goods perishing before sale but after agreement to sell (Section 8):** Where there is an agreement to sell specific goods, and subsequently the goods without any fault on the part of the seller or buyer perish or become so damaged as no longer to answer to their description in the agreement before the risk passes to the buyer, the contract becomes void

**Goods perishing after contract of sale:** The contract is already executed

(4 Marks)

## Q.2

(a)

### Discharge of Contract

A contract may be discharged either by an act of the parties or by an operation of law in the different base set out below:

1. **Discharge by performance:** It takes place when the parties to the contract fulfil their obligations arising under the contract within the time and in the manner prescribed. Discharge by performance may be-
  - (1) Actual performance; or
  - (2) Attempted performance.
2. **Discharge by mutual agreement:** Section 62 of the Indian Contract Act provides if the parties to a contract agree to substitute a new contract for it, or to rescind or remit or alter it; the original contract need not be performed. The principles of Novation, Rescission, Alteration and Remission are already discussed.
3. **Discharge by impossibility of performance:** The impossibility may exist from the very start. In that case, it would be impossibility ab initio. Alternatively, it may supervene. Supervening impossibility may take place owing to:
  - (a) an unforeseen change in law;
  - (b) the destruction of the subject-matter essential to that performance;
  - (c) the non-existence or non-occurrence of particular state of things,
  - (d) the declaration of a war

4. **Discharge by lapse of time:** A contract should be performed within a specified period as prescribed by the Limitation Act, 1963. If it is not performed and if no action is taken by the promisee within the specified period of limitation, he is deprived of remedy at law.
5. **Discharge by operation of law:** A contract may be discharged by operation of law which includes by death of the promisor, by insolvency etc.
6. **Discharge by breach of contract:** Breach of contract may be actual breach of contract or anticipatory breach of contract. If one party defaults in performing his part of the contract on the due date, he is said to have committed breach thereof. When on the other hand, a person repudiates a contract before the stipulated time for its performance has arrived, he is deemed to have committed anticipatory breach.
7. **Promisee may waive or remit performance of promise:** Every promisee may dispense with or remit, wholly or in part, the performance of the promise made to him, or may extend the time for such performance or may accept instead of it any satisfaction which he thinks fit. In other words, a contract may be discharged by remission. (Section 63)
8. **Effects of neglect of promisee to afford promisor reasonable facilities for performance:** If any promisee neglects or refuses to afford the promisor reasonable facilities for the performance of his promise, the promisor is excused by such neglect or refusal as to any non-performance caused thereby. (Section 67)
9. **Merger of rights:** Sometimes, the inferior rights and the superior rights coincide and meet in one and the same person. In such cases, the inferior rights merge into the superior rights. On merger, the inferior rights vanish and are not required to be enforced.

**(0.8 Mark for each 9 points)**

**(b)**

### **CHARACTERISTICS OF LLP**

**Following are the characteristics of a LLP:**

1. **LLP is a body corporate:** Section 3 of LLP Act provides that a LLP is a body corporate formed and incorporated under this Act and is a legal entity separate from that of its partners.
2. **Perpetual Succession:** The LLP can continue its existence irrespective of changes in partners. Death, insanity, retirement or insolvency of partners has no impact on the existence of LLP.

3. **Separate Legal Entity:** The LLP is a separate legal entity is liable to the full extent of its assets but liability of the partners is limited to their agreed contribution in the LLP. In other words, creditors of LLP shall be the creditors of LLP alone.
4. **No mutual Agency:** All partners will be the agents of the LLP alone. No one partner can bind the other partner by his acts. Hence there is no mutual agency in LLP unlike a partnership firm.
5. **LLP Agreement:** Mutual rights and duties of the partners within a LLP are governed by an agreement between the partners. The LLP Act, 2008 provides flexibility to partner to devise the agreement as per their choice.
6. **Artificial Legal Person:** A LLP is an artificial legal person because it is created by a legal process and is clothed with all rights of an individual.
7. **Common Seal:** A LLP being an artificial person can act through its partners and designated partners. LLP may have a common seal, if it decides to have one
8. **Limited Liability:** Every partner of a LLP is, for the purpose of the business of LLP, the agent of the LLP, but not of other partners (Section. 26). The liability of the partners will be limited to their agreed contribution in the LLP.
9. **Management of Business:** The partners in the LLP are entitled to manage the business of LLP. But only the designated partners are responsible for legal compliances.
10. **Minimum and Maximum number of Partners:** Every LLP shall have least two partners and shall also have at least 2 individuals as designated partners, of whom at least one shall be resident in India. There is no maximum limit on the partners in LLP.

(0.5 Mark for each 10 point)

## Q.3

(a)

S. No.	Basis of Difference	Dissolution of Firm	Dissolution of Partnership
1	Continuation of business	It involves discontinuation of business partnership.	It does not affect continuation of business. It involves only reconstruction of the firm.
2	Winding up	It involves winding up of the firm and requires realization of assets and settlement of liabilities.	It involves only reconstruction and requires only revaluation of assets and liabilities of the firm.
3	Order of court	A firm may be dissolved by the order of the court.	Dissolution of partnership is not ordered by the court.
4	Scope	It necessarily involves dissolution of partnership.	It may or may not involve dissolution of firm.

(0.5 Marks for each point)

(b)

**Authority:** Authority means the right of a partner to bind the firm by his own acts. The authority of a partner to act on behalf of the firm can be divided into two categories:

**Express authority:** The authority which is expressly given to a partner by the agreement of partnership is called "Express authority". The firm is bound by all acts done by a partner by virtue of any express authority given to him.

**Implied authority:** Authority arising by implication of law

The act of a partner binds the firm which is done

- (i) To carry on in the usual way,
- (ii) The act must relate to a matter which is within the scope of the business of the firm,
- (iii) And the act is in the name of the firm,
- (iv) Or in any manner expressing or implying an intention to bind the firm, and
- (v) Done by him in his capacity as partner.

If the partnership be of a general commercial nature, following acts are within implied authority:

- (i) Buy or sell or pledge goods on account of the partnership

- (ii) Incur normal expenses.
- (iii) Borrow money and pay debts on account of the partnership
- (iv) Drawing, making, signing, endorsing, accepting, transferring, discounting any negotiable instruments.

(2 Marks)

Limitations of Partner's Implied Authority:

In the absence of any usage or custom of trade to the contrary, the implied authority of a partner does not empower him to –

- (a) Submit a dispute relating to the business of the firm to arbitration,
- (b) Open a banking account on behalf of the firm in his own name,
- (c) Compromise or relinquish any claim or portion of a claim by the firm,
- (d) Withdraw a suit or proceeding filed on behalf of the firm,
- (e) Admit any liability in a suit or proceeding against the firm,
- (f) Acquire immovable property on behalf of the firm.
- (g) Transfer immovable property belonging to the firm, or
- (h) Enter into partnership on behalf the firm.

(2 Marks)

(c)

As per Section 10 of Indian Contract Act, 1872, essential elements of a valid contract, in order to be a valid contract, it should create legal obligation. If the parties do not intend to create legal obligation, there is no contract between them. An obligation which gives rise to a moral or social obligation only is not a contract. 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.

(3 Marks)

In the given question, Mr.Sharma and his wife went to England for a vacation, and his wife became ill and needed medical attention. They made an agreement that Mrs Sharma was to remain behind in England when the husband returned to India and that Mr Sharma would pay her ₹20,000 a month until he returned. But, the relationship later soured and the husband stopped making the payments. The given question is similar to the facts of the above case law. It is a domestic agreement between Mr. Sharma and his wife.

(2 Marks)

Hence, Mrs. Sharma will not succeed.

(1 Mark)

**Q.4****(a)****Goods [Section 2(7)]:**

“Goods” means every kind of movable property other than actionable claims and money; and includes stocks and shares, growing crops, grass and things attached to or forming part of the land which are agreed to be severed before sale or under the contract of sale.

**(2 Marks)****Classification of Goods:**

1) **EXISTING GOODS** are such goods as are in existence at the time of the contract of sale, i.e., those owned or possessed by the seller at the time of contract of sale (**Section 6**).

The existing goods may be of following kinds:

- a. **Specific goods means goods identified and agreed upon at the time a contract of sale is made [Section 2(14)].** Any specified and finally decided goods like a Samsung Galaxy S7 Edge, Whirlpool washing machine of 7 kg etc.
- b. **Ascertained Goods** are those goods which are identified in accordance with the agreement after the contract of sale is made. This term is not defined in the Act but in actual practice the term ‘ascertained goods’ is used in the same sense as ‘specific goods.’
- c. **Unascertained goods** are the goods which are not specifically identified or ascertained at the time of making of the contract. They are indicated or defined only by description.

2) **FUTURE GOODS means goods to be manufactured or produced or acquired by the seller after making the contract of sale [Section 2 (6)].**

A contract for the sale of future goods is always an agreement to sell. It is never actual sale because a man cannot transfer what is not in existence.

3) **CONTINGENT GOODS:** The acquisition of which by the seller depends upon an uncertain contingency (uncertain event) are called ‘contingent goods’ [**Section 6(2)**].

**(4 Marks)**



**(b)**

As per Section 45 of Indian Partnership Act, 1932, on the dissolution of a firm, partners have to give a public notice of the dissolution. If it is not given, the partners shall remain liable to the third party for their acts done even after the dissolution of the firm.

**(3 Marks)**

In the given question, Rahul, Rahim and Ron decide to dissolve the partnership but do not give a public notice of the dissolution and continue the business. During the course of business, if they endorse certain Bills of Exchange of the partnership to a third party Myra, they shall be liable to her on dishonour of Bills as she was not aware of the dissolution.

Hence, the firm will be liable to pay for the bills of exchange.

**(3 Marks)**

**Q.5****(a)**

1) The question is related to goods sent on approval or “on sale or return” (Section 24). Here, the ownership of goods is with seller and the possession of goods is with buyer. Ownership is transferred to the buyer if he adopts the transaction or he accepts the goods or if he fails to return the goods in specified time. But in the given question, dog dies before specific time. The ownership was still with the seller, hence the seller i.e. Fatima will bear the risk.

**(2 Marks)**

2) The question is related to the fixation of price by third party [Section 10]. The parties may agree to sell and buy goods on the terms that the price shall be fixed by the valuation of a third party. However, if such third party fails to make the valuation, the contract becomes void. If the third party is influenced or prevented by the buyer or the seller from fixing the price, the innocent party may recover damages from the defaulting party. In the question, if Nikita refuses to value the goods and fix the price, the agreement is void. If Nikita was willing to value the apples but she was prevented from evaluating by wrongful act of Pritam, then Prem can claim damages.

**(2 Marks)**

3) If the sale is made by a mercantile agent of the goods, then ownership would pass a good title to the buyer in the following circumstances;

- (a) If he was in possession of the goods or documents with the consent of the owner;
- (b) If the sale was made by him when acting in the ordinary course of business as a mercantile agent; and
- (c) If the buyer had acted in good faith and has at the time of the contract of sale, no notice of the fact that the seller had no authority to sell.

In the given question, Gaurav has bought the bike in good faith and hence he will get a good title. Hence, Ravi cannot recover the car from Gaurav but he can recover money from Vikrant.

**(2 Marks)**

**(b)**

**Furnishing of false or incorrect information or suppression of material fact at the time of incorporation (i.e. at the time of incorporation process):** If any person furnishes any false or incorrect particulars of any information or suppresses any material information, of which he is aware in any of the documents filed with the Registrar in relation to the registration of a company, he shall be liable for action for fraud under section 447.

**(2 Marks)**

**Furnishing of false or incorrect information or suppression of material factor representation or by suppressing any material fact (i.e. post incorporation):** The promoters, the persons named as the first directors of the company and the persons making declaration under this section shall each be liable for action for fraud under section 447

**(2 Marks)**

**Order of the Tribunal:**

The Tribunal may, on an application made to it, on being satisfied that the situation so warrants—

- (i)** Pass such orders, as it may think fit, for regulation of the management of the company including changes, if any, in its memorandum and articles, in public interest or in the interest of the company and its members and creditors; or
- (ii)** Direct that liability of the members shall be unlimited; or
- (iii)** Direct removal of the name of the company from the register of companies; or
- (iv)** Pass an order for the winding up of the company; or
- (v)** Pass such other orders as it may deem fit:

**Provided that before making any order,-**

- (i)** The company shall be given a reasonable opportunity of being heard in the matter; and
- (ii)** The Tribunal shall take into consideration the transactions entered into by the company, including the obligations, if any, contracted or payment of any liability.

**(2 Marks)**

**Q.6****(a)**

The general rule is that an agreement made without consideration is void. In every valid contract, consideration is very important. A contract may only be enforceable when consideration is there. However, the Indian Contract Act contains certain exceptions to this rule. In the following cases, the agreement though made without consideration, will be valid and enforceable.

**(1) Out of Natural Love and Affection:**

Where an agreement is expressed in writing and registered under 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 a near relation to each other is enforceable even if there is no consideration. Nearness of relationship, however, does not necessarily imply love and affection.

**(2) Compensation paid for past voluntary services:**

A promise to compensate wholly or in part for past voluntary services rendered by someone to promisor does not require consideration for being enforced. In order that a promise to pay for the past voluntary services is binding, the following essential factors must exist:

- (i) The services should have been rendered voluntarily.
- (ii) The services must have been rendered for the promisor.
- (iii) The promisor must be in existence at the time when services were rendered.
- (iv) The promisor must have intended to compensate the promisee.

**(3) Promise to pay debts barred by limitation:**

Where there is a promise in writing to pay a debt, which was barred by limitation, is valid without consideration.

**(4) Creation of Agency:**

No consideration is necessary to create an agency

**(5) In case of completed gifts, no consideration is necessary.****(6) Bailment:**

Bailment is a contract where goods are delivered for a particular purpose and once the purpose is served, goods are to be returned back. There are 2 parties; bailor and bailee.

Bailment can be gratuitous. i.e. without consideration.

**(7) Charity****(0.7 Mark for each 7 points= 5 Marks)**

(b)

<b>Partnership</b>	<b>Joint Stock Company</b>
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

(Half Mark for each 8 points= 4 Marks)

(c)

**1) It is a government Company**

As per **Section 2(45)**, government company means any company in which not less than 51% of the paid-up share capital is held by-

- (i) the Central Government, or
- (ii) by any State Government or Governments, or
- (iii) partly by the Central Government and partly by one or more State Governments, And the section includes a company which is a subsidiary company of such a Government company.

**2) Reliance Ltd is a Holding Company**

Kavin Ltd is a Subsidiary Company

Navya Ltd is an Associate Company

**Holding & Subsidiary Company**

As per Section 2(87) provides that **a company shall be a subsidiary of another**, if any of the following conditions are satisfied:-

- (a) That other controls the composition of its Board of Directors;
- (b) That other exercises or-controls more than one-half of the total voting power either on its own or together with one or more of its subsidiary companies; or
- (c) The first-mentioned company is a subsidiary of any company which is that other's subsidiary.

As per Section 2(46), '**Holding Company**', in relation to one or more other companies, means a company of which such companies are subsidiary companies.

**Associate company:** As per Section 2(6), In relation to another company, means a company in which that other company has a significant influence, but which is not a subsidiary company of the company having such influence and includes a joint venture company.

The term "significant influence" means control of at least 20% of total share capital, or of business decisions under an agreement

**3) Mercer Inc is a Foreign Company**

**Foreign Company:** As per Section 2(42), foreign company means any company or body corporate incorporated outside India which-

- (i) Has a place of business in India whether by itself or through an agent, physically or through electronic mode; and
- (ii) Conducts any business activity in India in any other manner

**(1 Mark for each 3 points = 3 Marks)**

**SECTION – B: BUSINESS CORRESPONDENCE AND REPORTING****Q.7****(a)**

1. Gujarati ships sailed to East Africa as early as medieval period. (1 mark)
2. Indian merchants in Africa financed slave trade. (1 mark)
3. “Chotaras” are the off-springs of the local people, the immigrants (1 mark)
4. **Summary:**

Historically, Indians travelled and traded in Central Asia, Indonesia, South East Asia, Afghanistan etc.; East Africa being the oldest and closest. The Greek colonies subdued the Indians when Aristotle advised Alexander and possessed Sokorta and removed established Indian Idol, too.

Indian traders continued visiting East Africa and Gujaratis’ business acumen was liked and protected by Arabians in lieu of their finance and management.

The off-springs of the Indian African liaison, were called ‘chotara’ and others known as ‘habsi’ in coastal Gujarat.

**(2 Marks)****(b)**

- (1) NEP 2020 (3 Marks)

**1. Intro:**

- 1.1. Cabinet apprvl.aft.34 yrs.
- 1.2. Comprehensive policy
- 1.3. aimed at-
  - 1.3.a. 21 st century
  - 1.3.b. make India knowledge superpower
  - 1.3.c. fundamntl. chngs.

**2. History and concept of Ind. edn.**

- 2.1. eq.socy.
- 2.2. national devt.(common goal)
  - 2.2.a. pursuit of knwldge. - jnana
  - 2.2.b. wisdom - pragya
  - 2.2.c. truth - satya
- 2.3. world class instns.

2.3.1. Takshashila, Nalanda, Vikramshila, Vallabhi

2.3.1.a. Multi Disc. Tchng.

2.3.1.b. Research

2.3.1.c. across the wrld.

**3. Pre Ind.Edn.**

3.1. imp.of natn.bldg.

3.2. M.G. –

3.2.a. realn.of body,soul,spirit

**4. Post Ind.Edn.**

4.1. R.K. Cmmn.

4.2. Kothari Cmmn.

4.3. Constnl.

4.3.1. Part 4,art.45&39(f)

4.3.1.a. st.fndd.

4.3.1.b. eq.

4.3.1.c. accsbl.

4.3.2. 42 nd ammdt.

4.3.2.a. st. to concrnt. List

4.3.2.b. natnl.level stdn.

4.3.3. 86 th ammdt./ RTE 2009

4.3.3.a. enfbl. fndtl.right

4.3.3.b. univ.edn.bet.yrs.6&14

4.3.3.c. fndnl. – leading to natnl.devt.plng.

**5. Broad features**

5.1. imp.of formative yrs.,nutrn. & exp. Teachers

5.2. vocnl.- inducing disadv. Sec.

5.3. expn.of univ.ambit

**6. Med.of instrn.**

6.1. 3 languages

6.2. mother tongue till 5 th cl.

6.3. restrn.on Eng.Med.,illogical hysteria

**7. Higher Edn.**

7.1. reg. sys.

7.2. elmn. Of UGC concntrn.



**Key:****2. Summary:****(2 Marks)**

The NEP 2020, approved by the union cabinet, proposes fundamental changes of 21 st century, explore human potential, equitable distribution and pursuance of jnan, pragya and satya philosophy.

Educational history has witnessed world class institutions such as Takshshila and Nalanda with multi- disciplinary teaching and research, across the globe.

Pre independence 'Buniyaadi Shiksha' by Gandhi and post- independence modern approach, through constitutional amendments; have emphasised equitable, accessible, standardised and vocational character.

The NEP recognises the importance of formative years' education, dispensing the illogical hysteria of English medium, promoting mother tongue and eliminating concentration of UGC; in higher education.

**Q.8****(a)**

The word 'Communication', has originated from Latin word 'Communicare' meaning "to share".

Communication means- a process of exchanging ideas, information, thoughts and emotions through speech, signal, writing or behaviour.

The effectiveness of communication style depends on whether the receiver has accurately interpreted the intended idea, information or thought etc.

**(2 Marks)****(b)**

1. III. quickening

**(1 Mark)**

2. III. Possess

**(1 Mark)**

3. His father asked what exactly it was that he wanted to do.

**(1 Mark)**

(c)

**Precis: Artificial Intelligence**

Any machine, like computer; when mimics the mankind, it is called AI. It rationally tries to give output that satiates some goal.

AI is changing human life but whether it has evolved to make this world better or the reverse; remains a question. Technology should aim at transmitting advantages, but this remains to be seen with AI. On one hand, we are attached with technological changes from smart home to smart healthcare and on the other, we protest against the government for its ill effects such as unemployment, taxes and privacy etc. Robotic and automatic off shoots of AI are replacing human labour, currently and giving a glimpse of future.

The Chinese, Media Group's acquisition of German robotic company Kuka for \$5 billion and the resultant replacement of human labour by the largest importer of robots i.e. China (as per IFR calculation) echoes Chinese philosophy of automating their industry not relying on such a huge low-paid migrant labour.

According to the IFR, China has 326 robots per 10000 workers; while US and South Korea have 164 and 478, respectively.

Thus, enterprises see a potential in automation but with a negative impact on employment.

(5 Marks)

**Q.9**

(a)

The Star Network has multiple channels of communication, open between all members. This kind of network is necessary where teamwork is involved. It propagates group communication.

In this type of network, the members can communicate or exchange information with each other freely. There is no hesitation or hinderance in communication among the members.

**NOTE:** PLEASE TAKE THE DIAGRAM ON PAGE NO, 1.7 OF THE ICAI MODULE, AS PER WHATSAPP SENT TO AAGAM SIR.

**OR**

Emotion and deliberation are two contrary things. While decisions should not be taken in an emotional state, it is still an essential element of communication.

Emotions do affect our perception of reality, however hard we may try to be rational or unbiased. In fact, intense emotions can reduce one's capacity of rational decision-making though the person perpetually knows the need to make a careful decision.

In conclusion, what Loewenstein observes is the prevalence of emotions along with that of deliberation; despite its ill effects and rather attributes the importance of emotions, as a major role player in inter personal communication.

(2 Marks)

(b)

1. 2.absurd

(1 Mark)

2. 3. destroyed

(1 Mark)

3. The man said that he had not picked the jewelled fruits and flowers.

(1 Mark)

(c)

#### India wins Asia Cup

Kolkata; November 19 : India beat their arch rival Pakistan by a thumping margin of 121 runs as a century partnership between firebrand Virat Kohli and the ever dependable Dhoni, paved the way for a much deserved victory for the men in blue ,amidst one hundred thousand cricket lovers ;at the flood- lit Eden Gardens and lifted the glittering Asia Cup.

“I attribute this glorious victory to my teammates who rose to the occasion and exhibited world class cricket. We look forward to the ensuing World Cup and retain the same spirit to enable us to win the World Cup, also. “said the jubilant Indian skipper, after the match.

This was the seventh consecutive victory for India on the Indian soil. While the Man of the match was awarded to Dhoni, the' Man of the series' rightfully went to the ace Sri Lankan leg spinner, Muthaiah Muralidharan .

(5 Marks)

**Q.10****(a)**

A proactive and motivated employee will facilitate communication, whereas a dissatisfied, shy, introvert or a lazy employee hesitates in taking initiative and hence, can cause delay in communication.

This way, personal attitudes can work both positively and negatively. It becomes a barrier in communication if it works negatively.

The problem of attitude needs to be addressed by a good management by interacting with employees, on a regular basis.

**(2 Marks)****(b)**

1. A sense of connectedness with a larger world was created in me by that.

**(1 Mark)**

2 This would undoubtedly leave his father shaking his head.

**(1 Mark)**

3. Simple

**(1 Mark)**

**(c)**

ABC Electronics  
63, Cliff Towers  
Swapnalok  
Mumbai – 63  
October 19, 2019

Director  
QRS Systems  
Adarsh Nagar  
Surat – 20

Dear Sir,

Subject: Opening of our new 'Experience Centre' at Worli

We gladly announce the opening of our 5 th Experience Centre at Worli, Mumbai.

You are one of our privileged customers and we are known for taking care of our clients.

To continue our glorious tradition, we will unfold a galaxy of inaugural offers for our valued customers, on this auspicious occasion.

10% flat discount on any purchase on this day, coupled with free issuance of 'Gold Card' that enables you, interest free EMIs on all our products across the country; are only a few of the most exciting offers awaiting your patronage.

So, please be a part of celebration and experience a whole new world of electronics.

We are sharing the location, hereunder, for a hassle-free ride to our centre.

Yours sincerely,  
Aniruddha Dixit  
(Centre Head)

**(5 Marks)**

**Q.11****(a)**

Aesthetic communication relates to art forms such as dancing, music, painting, sculpting etc.

These art forms convey the ideas and perceptions of the artist in an effective way. In fact, sometimes verbal communication cannot convey what aesthetic communication can. This non-verbal communication serves as an effective channel of communication. Appearance is also an effective way of non-verbal communication. Appearance is usually the first thing noticed about a person. A well-dressed person is assumed to be organised and methodical. On the other hand, a shabby, ill-dressed person fails to make an impact. The formal wear is generally suits, trousers and leather shoes. Light colours are generally preferred over dark colours, in a formal wear.

**(2 Marks)****(b)**

1. IV. to offer a person a thing which he cannot appreciate

**(1 Mark)**

2. II. growing less

**(1 Mark)**

3. Has pointillism been practised by you?

**(1 Mark)**

4. 2. To cause harm to another

**(1 Mark)**

**(c)**

**RESUME (Functional format)**

VIVEK DESHPANDE

Phone: 916-XXX\_XXX

Email: [videshpande@gmail.com](mailto:videshpande@gmail.com)

Address: 10,Kewal Mahal, Park Lane, Mumbai, Maharashtra.

Date of Birth: October 19,19XX

**CAREER OBJECTIVE**

Seeking to work with a progressive organisation, in a challenging environment that provides an opportunity to utilise my skills in B2B marketing.

**TECHNICAL SKILLS**

- Dealer Display Prototypes
- Interaction with all segments of vendors
- Leading Sales personnel in Product Development

**PERSONAL SKILLS**

EDUCATION: M.Com.; P.G.D.B.M.(Marketing)

**ACHIEVEMENTS**

- \* Secretary- Association of Creative Marketeers
- \* Gold Medal in Layout Designing from J.J.School of Arts

**PRE- PROFESSIONAL ACHIEVEMENT**

- Dealer Support Intern – ITC LTD.,36, Chowringee Lane, Kolkata
- Level 1 support to Dealer based network

**REFERENCES**

Will be provided on request.

**DECLARATION**

I solemnly declare that the above information is true to the best of my knowledge.

DATE: August 16, 20XX

PLACE: Mumbai

**(4 Marks)**