

Roll No. ....

Foundation (New Syllabus)

Paper - 2

NOV 2018

Total No. of Questions – 11

Business Law & Business  
Correspondence and Reporting

Total No. of Printed Pages – 20

Time Allowed – 3 Hours

Maximum Marks – 100

## MCQS-H

Questions in Section A are to be answered in the medium opted by the candidate. If a candidate has not opted for Hindi medium, his/her answers in Hindi, will not be evaluated.

Questions in Section B, are to be answered in English only, by all the candidates, including those who have opted for Hindi medium.

Answers to both the Sections are to be written in the same answer book.

### SECTION – A

(60 Marks)

Question No. 1 is compulsory.

Answer any **four** questions from the remaining **five** questions.

Marks

1. (a) Mr. X and Mr. Y entered into a contract on 1<sup>st</sup> August, 2018, by which Mr. X had to supply 50 tons of sugar to Mr. Y at a certain price strictly within a period of 10 days of the contract. Mr. Y also paid an amount of ₹ 50,000 towards advance as per the terms of the above contract. The mode of transportation available between their places is roadway only. Severe flood came on 2<sup>nd</sup> August, 2018 and the only road connecting their places was damaged and could not be repaired within fifteen days. Mr. X offered to supply sugar on 20<sup>th</sup> August, 2018 for which Mr. Y did not agree. On 1<sup>st</sup> September, 2018, Mr. X claimed compensation of ₹ 10,000 from Mr. Y for refusing to accept the supply of sugar, which was not there within the purview of the contract. On the other hand, Mr. Y claimed for refund of ₹ 50,000, which he had paid as advance in terms of the contract. Analyse the above situation in terms of the provisions of the Indian Contract Act, 1872 and decide on Y's contention.

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- (b) A company registered under Section 8 of the Companies Act, 2013, earned huge profits during the financial year ended on 31<sup>st</sup> March, 2018 due to some favourable policies declared by the Government of India and implemented by the company. Considering the development, some members of the company wanted the company to distribute dividends to the members of the company. They approached you to advise them about the maximum amount of dividend that can be declared by the company as per the provisions of the Companies Act, 2013. Examine the relevant provisions of the Companies Act, 2013 and advise the members accordingly. 4
- (c) Differentiate between Ascertained and Unascertained Goods with example. 4
2. (a) What is Contingent Contract ? Discuss the essentials of Contingent Contract as per the Indian Contract Act, 1872. 7
- (b) Explain the essential elements to incorporate a Limited Liability Partnership and the steps involved therein under the LLP Act, 2008. 5
3. (a) "Though a minor cannot be a partner in a firm, he can nonetheless be admitted to the benefits of partnership."  
(I) Referring to the provisions of the Indian Partnership Act, 1932, state the rights which can be enjoyed by a minor partner. 4

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- (II) A. State the liabilities of a minor partner both : **2**
- (i) Before attaining majority and
  - (ii) After attaining majority.

**OR**

- B. State the legal position of a minor partner after attaining majority : **2**
- (i) When he opts to become a partner of the same firm.
  - (ii) When he decide not to become a partner.
- (b) (i) Mr. Ramesh promised to pay ₹ 50,000 to his wife Mrs. Lali so that she can spend the sum on her 30<sup>th</sup> birthday. Mrs. Lali insisted her husband to make a written agreement if he really loved her. Mr. Ramesh made a written agreement and the agreement was registered under the law. Mr. Ramesh failed to pay the specified amount to his wife Mrs. Lali. Mrs. Lali wants to file a suit against Mr. Ramesh and recover the promised amount. Referring to the applicable provisions of the Contract Act, 1872, advise whether Mrs. Lali will succeed. **3**
- (ii) A shop-keeper displayed a pair of dress in the show-room and a price tag of ₹ 2,000 was attached to the dress. Ms. Lovely, looked at the tag and rushed to the cash counter. Then she asked the shop-keeper to receive the payment and pack up the dress. The shop-keeper refused to hand-over the dress to Ms. Lovely in consideration of the price stated in the price tag attached to the dress. Ms. Lovely seeks your advice whether she can sue the shop-keeper for the above cause under the Indian Contract Act, 1872. **3**

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4. (a) What is the Doctrine of "Caveat Emptor" ? What are the exceptions to the Doctrine of "Caveat Emptor" ?

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(b) (i) Mr. A, Mr. B and Mr. C were partners in a partnership firm M/s ABC & Co., which is engaged in the business of trading of branded furniture. The name of the partners was clearly written along with the firm name in front of the head office of the firm as well as on letter-head of the firm. On 1<sup>st</sup> October, 2018, Mr. C passed away. His name was neither removed from the list of partners as stated in front of the head office nor from the letter-heads of the firm. As per the terms of partnership, the firm continued its operations with Mr. A and Mr. B as partners. The accounts of the firm were settled and the amount due to the legal heirs of Mr. C was also determined on 10<sup>th</sup> October, 2018. But the same was not paid to the legal heirs of Mr. C. On 16<sup>th</sup> October, 2018, Mr. X, a supplier supplied furniture worth ₹ 20,00,000 to M/s ABC & Co. M/s ABC & Co. could not repay the amount due to heavy losses. Mr. X wants to recover the amount not only from M/s ABC & Co., but also from the legal heirs of Mr. C.

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Analyse the above situation in terms of the provisions of the Indian Partnership Act, 1932 and decide whether the legal heirs of Mr. C can also be held liable for the dues towards Mr. X.

(ii) Mr. M, Mr. N and Mr. P were partners in a firm, which was dealing in refrigerators. On 1<sup>st</sup> October, 2018, Mr. P retired from partnership, but failed to give public notice of his retirement.

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After his retirement, Mr. M, Mr. N and Mr. P visited a trade fair and enquired about some refrigerators with latest techniques. Mr. X, who was exhibiting his refrigerators with the new techniques was impressed with the interactions of Mr. P and requested for the visiting card of the firm. The visiting card also included the name of Mr. P as a partner even though he had already retired. Mr. X supplied some refrigerators to the firm and could not recover his dues from the firm. Now, Mr. X wants to recover the dues not only from the firm, but also from Mr. P.

Analyse the above case in terms of the provisions of the Indian Partnership Act, 1932 and decide whether Mr. P is liable in this situation.

5. (a) Mr. G sold some goods to Mr. H for certain price by issue of an invoice, but payment in respect of the same was not received on that day. The goods were packed and lying in the godown of Mr. G. The goods were inspected by H's agent and were found to be in order. Later on, the dues of the goods were settled in cash. Just after receiving cash, Mr. G asked Mr. H that goods should be taken away from his godown to enable him to store other goods purchased by him. After one day, since Mr. H did not take delivery of the goods, Mr. G kept the goods out of the godown in an open space. Due to rain, some goods were damaged.

**6**

Referring to the provisions of the Sale of Goods Act, 1930, analyse the above situation and decide who will be held responsible for the above damage. Will your answer be different, if the dues were not settled in cash and are still pending ?

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- (b) There are cases where company law disregards the principle of corporate personality or the principle that the company is a legal entity distinct from its shareholders or members. Elucidate. **6**
6. (a) Explain the modes of revocation of an offer as per the Indian Contract Act, 1872. **5**
- (b) State any four grounds on which Court may dissolve a partnership firm in case any partner files a suit for the same. **4**
- (c) Mr. X had purchased some goods from M/s ABC Limited on credit. A credit period of one month was allowed to Mr. X. Before the due date Mr. X went to the company and wanted to repay the amount due from him. He found only Mr. Z there, who was the factory supervisor of the company. Mr. Z told Mr. X that the accountant and the cashier were on leave, he is in-charge of receiving money and he may pay the amount to him. Mr. Z issued a money receipt under his signature. After two months M/s ABC Limited issued a notice to Mr. X for non-payment of the dues within the stipulated period. Mr. X informed the company that he had already cleared the dues and he is no more responsible for the same. He also contended that Mr. Z is an employee of the company to whom he had made the payment and being an outsider, he trusted the words of Mr. Z as duty distribution is a job of the internal management of the company. **3**

Analyse the situation and decide whether Mr. X is free from his liability.

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(Hindi Version)

भाग 'अ' के प्रश्नों का उत्तर परीक्षार्थी ने जो माध्यम चुना है, उसमें ही देना है। वह परीक्षार्थी जिसने हिन्दी माध्यम नहीं चुना है, यदि हिन्दी में उत्तर देता है, तो उसके हिन्दी में दिये गये उत्तरों का मूल्यांकन नहीं होगा।

सभी परीक्षार्थियों (हिन्दी माध्यम के परीक्षार्थियों को सम्मिलित करके) को भाग 'ब', के प्रश्नों का उत्तर अंग्रेजी में ही लिखना है।

इसी उत्तर पुस्तिका में दोनों भागों का उत्तर देना है।

भाग - अ

Marks : 60

प्रश्न संख्या 1 अनिवार्य है।

शेष पाँच प्रश्नों में से किन्हीं चार प्रश्नों के उत्तर दीजिए।

1. (a) श्रीमान् X एवं श्रीमान् Y, 1 अगस्त 2018 को एक अनुबन्ध करते हैं, जिसके अनुसार श्रीमान् X को निश्चित तौर पर अनुबन्ध के दस दिन में श्रीमान् Y को निश्चित कीमत पर 50 टन चीनी की आपूर्ति करनी थी। श्रीमान् Y ने अनुबन्ध के अनुसार ₹ 50,000 अग्रिम धनराशि के रूप में अदा कर दी। उनके बीच केवल सड़क यातायात ही एकमात्र साधन था। 2 अगस्त, 2018 को भीषण बाढ़ की वजह से उनके बीच की एकमात्र सड़क भी नष्ट हो जाती है जो कि 15 दिन से पहले ठीक भी नहीं हो सकती थी। श्रीमान् X, 20 अगस्त, 2018 को चीनी की आपूर्ति का प्रस्ताव रखते हैं जिसके लिए श्रीमान् Y सहमत नहीं होते हैं। 1 सितम्बर, 2018 को श्रीमान् X, श्रीमान् Y द्वारा उनके प्रस्ताव को ठुकराने के एवज में ₹ 10,000 मुआवजे की माँग करते हैं जो कि इस अनुबन्ध के अनुसार नहीं थी। इसी समय श्रीमान् Y, ₹ 50,000 जो कि उन्होंने अग्रिम धनराशि के रूप में दिए थे उनकी पुनः माँग करते हैं। भारतीय संविदा अधिनियम, 1872 के प्रावधानों के अनुसार उपरोक्त स्थिति का विश्लेषण कीजिए तथा Y के मतानुसार निर्णय लीजिए।

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- (b) एक कम्पनी, कम्पनी अधिनियम, 2013 की धारा 8 के अन्तर्गत पंजीकृत होती है तथा सरकार द्वारा घोषित कुछ हितकारी नीतियों तथा कम्पनी द्वारा उनको लागू करने की वजह से 31 मार्च, 2018 को खत्म होने वाले वित्तीय साल में अच्छा मुनाफा कमाती है। इस विकास को देखते हुए कम्पनी के कुछ सदस्य चाहते हैं कि कम्पनी अपने सदस्यों को लाभांश वितरित करे। कम्पनी अधिनियम, 2013 के प्रावधानों के अनुसार कम्पनी अधिकाधिक कितने लाभांश की घोषणा कर सकती है इसके सुझाव के लिए वे आपसे सम्पर्क करते हैं। कम्पनी अधिनियम, 2013 के उपयुक्त प्रावधानों की जाँच कीजिए और उसके अनुसार सदस्यों को सुझाव दीजिए। 4
- (c) निर्धारित तथा अनिर्धारित माल में उदाहरण सहित अन्तर बताइये। 4
2. (a) 'सांयोगिक अनुबन्ध' क्या होते हैं ? भारतीय संविदा अधिनियम, 1872 के अनुसार सांयोगिक अनुबन्ध के आवश्यक लक्षणों का उल्लेख कीजिए। 7
- (b) सीमित दायित्व साझेदारी के समामेलन हेतु आवश्यक तत्त्व तथा सीमित दायित्व साझेदारी अधिनियम, 2008 के अनुसार इसके विभिन्न चरणों की व्याख्या कीजिए। 5
3. (a) "एक अवयस्क न तो फर्म का साझेदार बन सकता है, ना ही साझेदारी के लाभों के प्रति शामिल हो सकता है।" 4
- (I) भारतीय साझेदारी अधिनियम, 1932 के प्रावधानों के संदर्भ में एक अवयस्क साझेदार को प्राप्त होने वाले अधिकार बताइये। 4

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- (II) A. एक अवयस्क साझेदार के दायित्व बताइये : 2
- (i) वयस्क होने से पूर्व
- (ii) वयस्कता प्राप्त करने के बाद
- अथवा
- B. एक अवयस्क साझेदार की वयस्कता प्राप्त करने के बाद वैधानिक स्थिति बताइये : 2
- (i) जब वह उसी फर्म में साझेदार बनता है ।
- (ii) जब वह साझेदार न बनने का निर्णय लेता है ।
- (b) (i) श्रीमान् रमेश अपनी पत्नी श्रीमती लाली को ₹ 50,000 देने का वादा करते हैं जिसे वह अपने 30वें जन्मदिन पर खर्च कर सके । श्रीमती लाली अपने पति को लिखित करार के लिए बाधित करती है अगर वो उससे सच्चा प्यार करते है । श्रीमान् रमेश लिखित करार बना देते हैं तथा वह करार विधिवत पंजीकृत हो जाता है । श्रीमान् रमेश अपनी पत्नी श्रीमती लाली को वह निश्चित राशि देने में असमर्थ हो जाते हैं । श्रीमती लाली, श्रीमान् रमेश के विरुद्ध वाद प्रस्तुत करना तथा उनसे वादे की रकम वसूल करना चाहती है । भारतीय संविदा अधिनियम, 1872 के अनुसार इस स्थिति पर लागू होने वाले प्रावधानों के संदर्भ में सुझाव दीजिए कि क्या श्रीमती लाली को सफलता मिलेगी । 3
- (ii) एक दुकानदार अपने शोरूम में एक जोड़ा ड्रेस प्रदर्शित करता है जिस पर ₹ 2,000 की कीमत लगी थी । मिस लवली उस कीमत को देखकर दुकानदार के पास आती है और उस दुकानदार को कीमत लेकर ड्रेस पैक करने के लिए कहती है । दुकानदार उस ड्रेस के ऊपर लगी कीमत के प्रतिफल में उसे ड्रेस देने से इंकार कर देता है । मिस लवली आपका सुझाव चाहती है कि क्या वह भारतीय संविदा अधिनियम, 1872 के अन्तर्गत उस दुकानदार के विरुद्ध उपरोक्त कारण से वाद प्रस्तुत कर सकती है । 3

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4. (a) "क्रेता सावधान रहें" नियम से आप क्या समझते हैं ? 'क्रेता सावधान रहें' नियम के क्या अपवाद हैं ?

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(b) (i) श्रीमान् A, B एवं C, M/s ABC & Co. एक साझेदारी फर्म में साझेदार थे जो कि ब्रांडिड फर्नीचर का व्यापार करती थी। साझेदारों के नाम उनकी फर्म के नाम सहित फर्म के प्रमुख कार्यालय के बाहर तथा साथ ही फर्म के लेटरहेड्स पर लिखे हुए थे। 1 अक्टूबर, 2018 को श्रीमान् C गुजर जाते हैं। उनका नाम ना तो प्रमुख कार्यालय के बाहर लगी भागीदारों की सूची में से और ना ही लेटरहेड्स से हटाया जाता है। साझेदारी के नियमानुसार फर्म की कार्यविधियाँ A और B साझेदारों के साथ नियमित रहती हैं। फर्म का लेखा-जोखा तैयार कर लिया जाता है और 10 अक्टूबर, 2018 तक श्रीमान् C के कानूनी उत्तराधिकारी की देय राशि भी तय कर ली जाती है परन्तु वह राशि श्रीमान् C के कानूनी उत्तराधिकारी को अदा नहीं की जाती। 16 अक्टूबर, 2018 को श्रीमान् X ने M/s ABC & Co. में ₹ 20,00,000 के फर्नीचर की आपूर्ति की परन्तु कम्पनी में भारी नुकसान की वजह से उनको यह राशि अदा नहीं की गई। श्रीमान् X ये राशि ना केवल M/s ABC & Co. से वरन् श्रीमान् C के कानूनी उत्तराधिकारी से भी वसूल करना चाहते हैं।

3

भारतीय साझेदारी अधिनियम, 1932 के प्रावधानों के अनुसार उपरोक्त स्थिति की व्याख्या कीजिए तथा निर्णय कीजिये कि क्या श्रीमान् C का कानूनी उत्तराधिकारी भी श्रीमान् X को देय राशि के लिए दायी है।

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- (ii) श्रीमान् M, N और P एक साझेदारी फर्म में साझेदार थे, जो कि रेफ्रिजिरेटर का व्यापार करती थी। 1 अक्टूबर, 2018 को P बिना कोई सार्वजनिक सूचना दिये फर्म से सेवानिवृत्त हो जाते हैं। उनके सेवानिवृत्त होने के बाद श्रीमान् M, N एवं P एक व्यापार मेला देखने जाते हैं और कुछ नई तकनीकियों वाले रेफ्रिजिरेटर के लिए पूछताछ करते हैं। श्रीमान् X, जो कि अपने नई तकनीकियों वाले रेफ्रिजिरेटर को प्रदर्शित कर रहे थे वो श्रीमान् P के साथ संवाद से प्रभावित होते हैं और उनसे उनकी फर्म का विजिटिंग कार्ड माँगते हैं। उस विजिटिंग कार्ड में अभी भी उनका नाम एक साझेदार के रूप में सम्मिलित होता है यद्यपि वह सेवानिवृत्त हो चुके है। श्रीमान् X कुछ रेफ्रिजिरेटर की आपूर्ति उस फर्म में करते हैं लेकिन फर्म से अपनी देय राशि वसूल नहीं कर पाते हैं। अब श्रीमान् X अपनी देय राशि ना केवल फर्म से वरन् श्रीमान् P से भी वसूल करना चाहते हैं।

3

भारतीय साझेदारी अधिनियम, 1932 के प्रावधानों के अनुसार उपरोक्त मामले की व्याख्या कीजिए तथा निर्णय कीजिए कि क्या श्रीमान् P इस स्थिति में दायी हैं।

5. (a) श्रीमान् G एक निश्चित कीमत पर बीजक पारित करके कुछ माल श्रीमान् H को बेचते हैं लेकिन उसकी कीमत उस दिन प्राप्त नहीं कर पाते हैं। सारा माल पैक होकर श्रीमान् G के गोदाम में पड़ा रहता है। वो माल श्रीमान् H के अधिकर्ता को निरीक्षण में सही दशा में प्राप्त होता है। बाद में उस माल का भुगतान नकद में कर दिया जाता है। नकद प्राप्त करने के बाद श्रीमान् G, श्रीमान् H को वह माल उसके गोदाम से ले जाने के लिए कहते हैं क्योंकि वह अपना और खरीदा हुआ माल रखने में सक्षम हो सकें। एक दिन के बाद भी श्रीमान् H अपने माल की सुपुर्दगी नहीं लेते। इस पर श्रीमान् G सारा माल गोदाम से बाहर निकाल कर खुले में रख देते हैं। बारिश की वजह से कुछ माल नष्ट हो जाता है।

6

वस्तु विक्रय अधिनियम, 1930 के प्रावधानों के संदर्भ में उपरोक्त स्थिति का विश्लेषण कीजिए तथा निर्णय लीजिए की उपरोक्त क्षति के लिए कौन उत्तरदायी होगा। अगर देय राशि नकद में अभी तक चुकायी नहीं जाती तो क्या इस स्थिति में आपका जवाब बदल जाता ?

- (b) यहाँ कुछ ऐसे मामले हैं जहाँ कम्पनी सन्नियम कॉरपोरेट व्यक्तित्व के सिद्धांत या इस सिद्धान्त की अनदेखी करता है कि कम्पनी एक वैधानिक सत्ता है जो अपने सदस्यों या अंशधारकों से पृथक है। सविस्तार व्याख्या कीजिये। 6
6. (a) भारतीय अनुबंध अधिनियम, 1872 के अनुसार प्रस्ताव के विखण्डन के तरीकों की व्याख्या कीजिए। 5
- (b) कोई चार आधार बताइये जिन पर न्यायालय किसी पक्षकार के वाद प्रस्तुत करने पर एक साझेदारी फर्म का समापन कर सकती है। 4
- (c) श्रीमान् X, M/s ABC लिमिटेड से कुछ माल साख पर खरीदते हैं। श्रीमान् X को साख सीमा 1 महीने की दी जाती है किन्तु वह समय से पहले ही कम्पनी में जाकर देय राशि चुकाना चाहते हैं। उनको वहाँ केवल श्रीमान् Z मिलते हैं, जो कि उस कम्पनी के कारखाना निरीक्षक हैं। श्रीमान् Z, श्रीमान् X को बताते हैं कि लेखाकार एवं खजानची छुट्टी पर हैं, वो धन प्राप्त करने का प्रभारी है और श्रीमान् X उन्हें राशि अदा कर सकते हैं। श्रीमान् Z अपने हस्ताक्षर सहित धन की रसीद पारित कर देते हैं। दो महीने बाद M/s ABC लिमिटेड श्रीमान् X के लिए शर्तानुसार देय राशि ना चुकाने के लिए एक नोटिस जारी कर देती है। श्रीमान् X कम्पनी को सूचित करते हैं कि वह बकाया राशि पहले ही अदा कर चुके हैं और वो अब इसके लिए उत्तरदायी नहीं हैं। वह कम्पनी को संतुष्ट करते हैं कि कम्पनी के एक कार्यकर्ता श्रीमान् Z को उन्होंने भुगतान किया था। बाहरी व्यक्ति होने के कारण उन्होंने श्रीमान् Z के शब्दों पर भरोसा किया क्योंकि कम्पनी में कर्तव्यों का वितरण उनके आन्तरिक प्रबन्धन का मामला होता है।
- इस स्थिति की व्याख्या कीजिये और निर्णय लीजिए कि क्या श्रीमान् X अपने दायित्व से मुक्त हो गये।

(13)

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**Marks**

**SECTION – B**

**(40 Marks)**

Question No. 7 is compulsory.

Answer any **three** questions from the remaining **four** questions.

All candidates (including those who have opted for Hindi Medium) are required to answer the questions in Section B, in English only.

7. (a) Read the passage carefully and answer the questions given below :

“Your room is so ugly that no one can enter your room except yourself, son. Please take care of yourself at least.” Harish’s mother was simply shouting at Harish. It was a beautiful Sunday morning and Harish was in no mood to get up from bed even it was already 9.00 A.M. His mother had completed cleaning the whole house except Harish’s Room. Harish got up and finished his daily routine. Still, he was only at the receiving end. “All your friends have finished morning walk, breakfast and completed their weekly homework given in the college. Just clean your room and take the whole garbage and throw outside.” Harish was surprised. What is mom speaking about ? Yesterday only his mom was teaching him about “Swachh Bharat Abhiyan” and today asking him to throw the garbage outside ! “What’s this Mom ? You advised me so much and today asking to throw garbage outside ?” Harish had two options, either to follow his

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**Marks**

mother's last night advice or to follow her present order. He decided to follow the first and raised objection. His Mom said, "It was just a book son, I was teaching from that only." Harish still objected and threw the garbage inside a dustbin, located around 200 metres away from his house.

Is it only a matter of reading only ? Is really cleanliness not necessary ? Is it a duty of the politicians and Government servants ? Harish asked himself all the questions to himself and decided to do what he thought to be proper. If all of us with a little effort try it in our daily life, slowly, but surely we can clean our environment. Only we are responsible for all this non-sense. Therefore we have to act. We have to avoid the use of polythene bags to save our environment; we have to give up our habit of throwing garbage and used plastic bags and bottles here and there. Otherwise day will come, when we and our future generation will be struggling to find a clean road to walk. Think seriously and act accordingly.

- |  |   |
|--|---|
| (i) What was the subject matter of the book, which Harish's mother was teaching him last night ? | 1 |
| (ii) Who has to act properly to ensure a clean environment ?                                     | 1 |
| (iii) Who will suffer if we do not ensure clean environment ?                                    | 1 |
| (iv) Write a summary of the above paragraph.   | 2 |

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**Marks**

- (b) Read the passage :
- (i) Make notes, using headings, sub-headings and abbreviations wherever necessary. **3**
  - (ii) Write Summary. **2**

A good business letter is one that gets results. The best way to get results is to develop a letter that in its appearance, style and content, conveys information efficiently. To perform this function, a business letter should be concise, clear and courteous. The business letter must be concise, don't waste words. Little introduction or preliminary chat is necessary. Get to the point, make the point, and leave it. It is safe to assume that your letter is being read by a very busy person with all kinds of papers to deal with. Re-read and revise your message until the words and sentences you have used are precise. This takes time, but is a necessary part of a good business letter. A short business letter that makes its point quickly has much more impact on a reader than a long-winded, rambling exercise in creative writing. This does not mean that there is no place for style and even, on occasion, humour in the business letter. While it conveys a message in its contents, the letter also provides the reader with an impression of you, its author, the medium is part of the message. The business letter must be clear. You should have a very firm idea of what you want to say, and you should let the reader know it. Use the structure of the letter – the paragraphs, topic sentences, introduction and conclusion- to guide the reader point by point from your thesis, through your reasoning, to your conclusion. Paragraph often, to break up the page and to lend an air of organization

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to the letter. Use an accepted business letter format. Re-read what you have written from the point of view of someone who is seeing it for the first time, and be sure that all explanations are adequate, all information provided (including reference numbers, dates and other identification). A clear message, clearly delivered, is the essence of business communication. The business letter must be courteous. Sarcasm and insults are ineffective and can often work against you. If you are sure you are right, point that out as politely as possible, explain why you are right, and outline what the reader is expected to do about it. Another form of courtesy is taking care in your writing and typing of business letter. Grammatical and spelling errors (even if you call them typing errors) tell a reader that you don't think enough of him or can lower the reader's opinion of your personality faster than anything you say, no matter how idiotic. There are excuses for ignorance; there are no excuses for sloppiness. The business letter is your custom-made representative. It speaks for you and is a permanent record of your message. It can pay big dividends on the time you invest in giving it a concise message, a clear structure, and a courteous tone.

8. (a) Describe the term "paralanguage", a mode of communication. 2
- (b) (i) Choose the word which best expresses the meaning of the given word : 1
- Proficient
- (1) Regular (2) Expert
- (3) Weak (4) Reserve

(17)

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Marks

(ii) Select a suitable antonym for the following word :

1

Support

(1) Disturb

(2) Attend

(3) Oppose

(4) Attack

(iii) Change the following sentence into indirect speech :

1

Suchi asked Sunil, "Are you interested to visit the temple ?"

(c) Write a précis and give appropriate title to the passage given below :

5

Trees give shade for the benefit of others, and while they themselves stand in the sun and endure the scorching heat, they produce the fruit of which others profit. The character of good men is like that of trees. What is the use of this perishable body if no use is made of it for the benefit of mankind ? Sandalwood, the more it is rubbed, the more scent does it yield. Sugarcane, the more it is peeled and cut up into pieces, the more juice does it produce. The men who are noble at heart do not lose their qualities even in losing their lives. What matters whether men praise them or not ? What difference does it make whether they die at this moment or whether lives are prolonged ? Happen what may, those who tread in the right path will not set foot in any other. Life itself is unprofitable to a man who does not live for others. To live for the mere sake of living one's life is to live the life of dogs and crows. Those who lay down their lives for the sake of others will assuredly dwell forever in a world of bliss.

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(18)

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**Marks**

9. (a) (i) Discuss "Cultural barrier" in communication. 2

**OR**

- (ii) What do you mean by (A) Vertical and (B) Horizontal Formal communication ? 2

- (b) Choose the word which best expresses the meaning of the given word :

- (i) Fiction 1

(1) Fantasy (2) Story

(3) Fact (4) Reality

- (ii) Demote 1

(1) Rise (2) Upgrade

(3) Decline (4) Downgrade

- (iii) Change the following sentence into indirect speech : 1

Shalini gave order to her younger sister, "Go home immediately."

- (c) Write a circular addressing to the employees regarding re-organization of manpower and their responsibility in finance department of the company. 5

10. (a) How do Technology barriers effects communication ? Explain. 2

- (b) (i) Fill up the blank with the most suitable preposition or adverb given in the brackets. 1

He apologized \_\_\_\_\_ his teacher for his misbehaviour.

(to / from / with / against)

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(19)

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- (ii) Rewrite the following sentence in Passive Voice. 1  
Sunita said, "Please give me a glass of water."
- (iii) Rewrite the following sentence in Active Voice. 1  
The case should be handled by you carefully since it is critical in nature.
- (c) Write a Newspaper Report in 250 words on the topic : 5  
"Daughter of Gardener Tops Board Exams."
11. (a) Non-verbal is also one of the Broad Categories of Communication ? 2  
Explain.
- (b) (i) Select the correct meaning of the following idioms/phrases 1  
among the alternatives given below :  
Out of the blue  
(1) Something happens that was unexpected.  
(2) Something happens that was very much expected.  
(3) From the sky  
(4) From the Ocean
- (ii) Day in and day out 1  
(1) Coming and returning in day time  
(2) The day of importance  
(3) Continuously  
(4) Within a day
- (iii) Rewrite the following sentence in the Active Voice : 1  
The deer was trapped by the cunning fox.

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(20)

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**Marks**

- (c) Mr. Mohit Agarwal, a resident of Meerut, have recently come across an advertisement, for a job vacancy in a leading TV Channel for the post of journalist, in The Times of India dated August 1, 2018.

5

Draft a Resume alongwith a cover letter in response to the advertisement.

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