

PAPER – 2: BUSINESS LAWS AND BUSINESS CORRESPONDENCE AND REPORTING

SECTION A: BUSINESS LAWS

PART – I: RELEVANT AMENDMENTS APPLICABLE FOR MAY 2018 EXAMINATION

Applicability of Relevant Amendments/ Circulars/ Notifications/ Regulations etc.

For May 2018 examinations for Paper 2, Section A: Business Laws, the significant amendments made in the respective subject for the period 1st May 2017 to 31st October, 2017 are relevant and applicable for said examinations.

This RTP of May 2018 examination is very important to the students to update themselves with the relevant amendments pertaining to the Business Laws.

Students are advised to refer the following publications -

1.	Study Material (Edition July 2017) containing Legislative amendments issued upto 30 th April, 2017.
2.	RTP of May 2018 examination containing a gist of all the significant notified legislative amendments from 1 st May 2017 to 31 st October, 2017 along with the suggested sample questions and answers for understanding and practice.

Following is the relevant amendment:

S. No.	Subject Matter
1.	The Ministry of Corporate Affairs vide Notification S.O. 3086(E) dated 20 th September, 2017 has notified the proviso to clause (87) of section 2 of the Companies Act, 2013 w.e.f. 20 th September, 2017. [Proviso to clause (87) of Section 2 of the Companies Act, 2013 is covered on Page No. 5.12, Chapter 5 of the study material]

PART II: QUESTIONS AND ANSWERS

QUESTIONS

The Indian Contract Act, 1872

- (i) 'X' agreed to become an assistant for 2 years to 'Y' who was practicing Chartered Accountant at Jodhpur. It was also agreed that during the term of agreement 'X' will not practice as a Chartered Accountant on his own account within 20 kms of the office of 'Y' at Jodhpur. At the end of one year, 'X' left the assistantship of 'Y' and started practice on his own account within the said area of 20 kms.

Referring to the provisions of the Indian Contract Act, 1872, decide whether 'X' could be restrained from doing so?

- (ii) A stranger to a contract cannot sue, however in some cases even a stranger to contract may enforce a claim. Explain.
2. (i) PM Ltd., contracts with Gupta Traders to make and deliver certain machinery to them by 30th June 2017 for ₹ 21.50 Lakhs. Due to labour strike, PM Ltd. could not manufacture and deliver the machinery to Gupta Traders. Later Gupta Traders procured the machinery from another manufacturer for ₹ 22.75 lakhs. Gupta Traders was also prevented from performing a contract which it had made with Zenith Traders at the time of their contract with PM Ltd. and were compelled to pay compensation for breach of contract. Calculate the amount of compensation which Gupta Traders can claim from PM Ltd., referring to the legal provisions of the Indian Contract Act, 1872.
 - (ii) A student was induced by his teacher to sell his brand new car to the latter at less than the purchase price to secure more marks in the examination. Accordingly the car was sold. However, the father of the student persuaded him to sue his teacher. State on what ground the student can sue the teacher?
 3. (i) Explain the term "coercion" and describe its effect on the validity of a contract?
 - (ii) "Though a minor is not competent to contract, nothing in the Contract Act prevents him from making the other party bound to the minor". Discuss.
 - (iii) A received certain goods from B promising to pay ₹ 1,00,000. Later on, A expressed his inability to make payment. C, who is known to A, pays ₹ 60,000 to B on behalf of A. However, A was not aware of the payment. Now B is intending to sue A for the amount of ₹ 1,00,000. Discuss whether the contention of B is right?
 4. Decide with reasons whether the following agreements are valid or void under the provisions of the Indian Contract Act, 1872:
 - (i) Vijay agrees with Saini to sell his black horse for ₹ 3,00,000. Unknown to both the Parties, the horse was dead at the time of the agreement.
 - (ii) Sarvesh sells the goodwill of his shop to Vikas for ₹ 10,00,000 and promises not to carry on such business forever and anywhere in India.
 - (iii) Mr. X agrees to write a book with a publisher. After few days, X dies in an accident.

The Sale of Goods Act, 1930

5. (i) Explain the term "Delivery and its form" under the Sale of Goods Act, 1930.
 - (ii) Describe the consequences of "destruction of goods" under the Sale of Goods Act, 1930, where the goods have been destroyed after the agreement to sell but before the sale is affected.

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6. (i) Describe the term “unpaid seller” under the Sale of Goods Act, 1930? When can an unpaid seller exercise the right of stoppage of goods in transit?
- (ii) Explain the “condition as to Merchantability” and “condition as to wholesomeness” under the Sale of Goods Act, 1930.
7. (i) J the owner of a Fiat car wants to sell his car. For this purpose he hand over the car to P, a mercantile agent for sale at a price not less than ₹ 50, 000. The agent sells the car for ₹ 40, 000 to A, who buys the car in good faith and without notice of any fraud. P misappropriated the money also. J sues A to recover the Car. Decide given reasons whether J would succeed.
- (ii) Explain the term “Caveat-Emptor” under the Sale of Goods Act, 1930? What are the exceptions to this rule?

The Indian Partnership Act, 1932

8. (i) Whether a minor may be admitted in the business of a partnership firm? Explain the rights of a minor in the partnership firm.
- (ii) A & Co. is registered as a partnership firm in 2015 with A, B and C partners. In 2016, A dies. In 2017, B and C sue X in the name and on behalf of A & Co., without fresh registration. Decide whether the suit is maintainable. Whether your answer would be same if in 2017 B and C had taken a new partner D and then filed a suit against X without fresh registration?
9. (i) A, B and C are partners in a firm. As per terms of the partnership deed, A is entitled to 20 percent of the partnership property and profits. A retires from the firm and dies after 15 days. B and C continue business of the firm without settling accounts. Explain the rights of A's legal representatives against the firm under the Indian Partnership Act, 1932?
- (ii) State the differences between Partnership and Hindu Undivided Family.

The Limited Liability Partnership Act, 2008

10. (i) What do you mean by Limited Liability Partnership (LLP)? What are the advantages for forming a LLP for doing business?
- (ii) List the differences between the Limited Liability Partnership and the Limited Liability Company.

The Companies Act, 2013

11. (i) Explain the concept of "Dormant Company" as envisaged in the Companies Act, 2013.
- (ii) The Articles of Association of XYZ Ltd. provides that Board of Directors has authority to issue bonds provided such issue is authorized by the shareholders by a necessary resolution in the general meeting of the company. The company was in dire need of

funds and therefore, it issued the bonds to Mr. X without passing any such resolution in general meeting. Can Mr. X recover the money from the company? Decide referring the relevant provisions of the Companies Act, 2013.

12. (i) State whether a non-profit organization be registered as a company under the Companies Act, 2013? If so, what procedure does it have to adopt?
- (ii) When a company is registered, it is clothed with a legal personality. Explain.

SUGGESTED ANSWERS / HINTS

1. (i) **Agreement in Restraint of Trade:** Section 27 of the Indian Contract Act, 1872 deals with agreements in restraint of trade. According to the said section, every agreement by which any person is restrained from exercising a lawful profession, trade or business of any kind, is to that extent void. However, in the case of the service agreements restraint of trade is valid. In an agreement of service by which a person binds himself during the term of agreement not to take service with anyone else directly or indirectly to promote any business in direct competition with that of his employer is not in restraint of trade, so it is a valid contract.

In the instant case, agreement entered by 'X' with 'Y' is reasonable, and do not amount to restraint of trade and hence enforceable.

Therefore, 'X' can be restrained by an injunction from practicing on his own account in within the said area of 20 Kms for another one year.
- (ii) **Stranger to a contract cannot sue is known as a "doctrine of privity of contract".** This rule is however, subject to certain exceptions. In other words, even a stranger to a contract may enforce a claim in the following cases:
 - (1) **In the case of trust,** a beneficiary can enforce his right under the trust, though he was not a party to the contract between the settler and the trustee.
 - (2) **In the case of a family settlement,** if the terms of the settlement are reduced into writing, the members of family who originally had not been parties to the settlement may enforce the agreement.
 - (3) **In the case of certain marriage contracts, or arrangements,** a provision may be made for the benefit of a person. The person may enforce the agreement though he is not a party to the agreement.
 - (4) **In the case of assignment of a contract,** when the benefit under a contract has been assigned, the assignee can enforce the contract.
 - (5) **Acknowledgement or estoppel** – where the promisor by his conduct acknowledges himself as an agent of the third party, it would result into a binding obligation towards third party.

(6) **In the case of covenant running with the land**, the person who purchases land with notice that the owner of land is bound by certain duties affecting land, the covenant affecting the land may be enforced by the successor of the seller.

(7) **Contracts entered into through an agent**: The principal can enforce the contracts entered by his agent where the agent has acted within the scope of his authority and in the name of the principal.

2. (i) Section 73 of the Indian Contract Act, 1872 provides for compensation for loss or damage caused by breach of contract. According to it, when a contract has been broken, the party who suffers by such a breach is entitled to receive from the party who has broken the contract, compensation for any loss or damage caused to him thereby which naturally arose in the usual course of things from such breach or which the parties knew when they made the contract, to be likely to result from the breach of it.

Such compensation is not to be given for any remote and indirect loss or damage sustained by reason of the breach.

It is further provided in the explanation to the section that in estimating the loss or damage from a breach of contract, the means which existed of remedying the inconvenience caused by the non-performance of the contract must be taken into account.

Applying the above principle of law to the given case, PM Ltd. is obliged to compensate for the loss of ₹ 1.25 lakhs (i.e. ₹ 22.75 lakhs – ₹ 21.50 lakhs) which had naturally arisen due to default in performing the contract by the specified date.

Regarding the amount of compensation which Gupta Traders were compelled to make to Zenith Traders, it depends upon the fact whether PM Ltd. knew about the contract of Gupta Traders for supply of the contracted machinery to Zenith Traders on the specified date. If so, PM Ltd. is also obliged to reimburse the compensation which Gupta Traders had to pay to Zenith Traders for breach of contract. Otherwise PM Ltd. is not liable for that.

- (ii) Yes, the student can sue his teacher on the ground of undue influence under the provisions of Indian Contract Act, 1872. A contract brought as a result of coercion, undue influence, fraud or misrepresentation would be voidable at the option of the person whose consent was caused.

3. (i) **“Coercion”** is the committing or threatening to commit any act forbidden by the Indian Penal Code 1860, or the unlawful detaining or threatening to detain any property, to the prejudice of any person whatever, with the intention of causing any person to enter into an agreement. (Section 15 of the Indian Contract Act, 1872).

It is also important to note that it is immaterial whether the Indian Penal Code, 1860 is or is not in force at the place where the coercion is employed.

Effects on validity: According to section 19 of the Act, when consent to an agreement is caused by coercion, the contract is voidable at the option of the party, whose consent was so caused. The aggrieved party, whose consent was so caused can enforce the agreement or treat it as void and rescind it. It is seen that in all these cases though the agreement amounts to a contract, it is voidable. The injured party might insist on being placed in the same position in which he might have been had the vitiating circumstances not been present.

Where a contract is voidable and the party entitled to avoid it decides to do so by rescinding it, he must restore any benefit which he might have received from the other party. He cannot avoid the contract and at the same time enjoy the benefit under the rescinded/avoided contract. (Section 64)

- (ii) **Minor can be a beneficiary or can take benefit out of a contract:** Though a minor is not competent to contract, nothing in the Contract Act prevents him from making the other party bound to the minor.

For example: A promissory note duly executed in favour of a minor is not void and can be sued upon by him, because he though incompetent to contract, may yet accept a benefit.

A minor cannot become partner in a partnership firm. However, he may with the consent of all the partners, be admitted to the benefits of partnership (Section 30 of the Indian Partnership Act, 1932).

- (iii) As per Section 41 of the Indian Contract Act, 1872, when a promisee accepts performance of the promise from a third person, he cannot afterwards enforce it against the promisor. That is, performance by a stranger, accepted by the promisee, produces the result of discharging the promisor, although the latter has neither authorized nor ratified the act of the third party. Therefore, in the present instance, B can sue only for the balance amount i.e. ₹ 40,000 and not for the whole amount.
4. (i) As per Section 20 of the Indian Contract Act, 1872, an agreement under by mistake of fact are void. In this case, there is mistake of fact as to the existence of the subject-matter, i.e., with respect to the selling of horse which was dead at the time of the agreement. It is unknown to both the parties. Therefore, **it is a void agreement.**
- (ii) 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 goodwill, not to carry on same business, provided that the conditions must be reasonable regarding the duration and place of the business. Since in the given case, restraint to carry on business was forever and anywhere in India, so **the agreement in question is void.**
- (iii) As per section 2(j) of the Contract Act, "A contract which ceases to be enforceable by law becomes void when it ceases to be enforceable". In the present case, Mr. X agrees to write a book with a publisher. After few days, X dies in an accident. Here **the contract becomes void** due to the impossibility of performance of the contract.

5. (i) **Delivery and its forms:** Delivery means voluntary transfer of possession from one person to another [Section 2(2)]. As a general rule, delivery of goods may be made by doing anything, which has the effect of putting the goods in the possession of the buyer, or any person authorized to hold them on his behalf.

Forms of delivery: Following are the kinds of delivery for transfer of possession:

- (a) **Actual delivery:** When the goods are physically delivered to the buyer.
 - (b) **Constructive delivery:** When it is effected without any change in the custody or actual possession of the thing as in the case of delivery by attornment (acknowledgement) e.g., where a warehouseman holding the goods of A agrees to hold them on behalf of B, at A's request.
 - (c) **Symbolic delivery:** When there is a delivery of a thing in token of a transfer of something else, i.e., delivery of goods in the course of transit may be made by handing over documents of title to goods, like bill of lading or railway receipt or delivery orders or the key of a warehouse containing the goods is handed over to buyer.
- (ii) **Destruction of Goods-Consequences:** In accordance with the provisions of the Sale of Goods Act, 1930 as contained in Section 7, a contract for the sale of specific goods is void if at the time when the contract was made; the goods without the knowledge of the seller, perished or become so damaged as no longer to answer to their description in the contract, then the contract is *void ab initio*. This section is based on the rule that where both the parties to a contract are under a mistake as to a matter of fact essential to a contract, the contract is void.

In a similar way Section 8 provides that an agreement to sell specific goods becomes void if 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 agreement before the risk passes to the buyer. This rule is also based on the ground of impossibility of performance as stated above.

It may, however, be noted that section 7 and 8 apply only to specific goods and not to unascertained goods. If the agreement is to sell a certain quantity of unascertained goods, the perishing of even the whole quantity of such goods in the possession of the seller will not relieve him of his obligation to deliver the goods.

6. (i) **Unpaid Seller :** According to Section 45 of the Sale of Goods Act, 1930 the seller of goods is deemed to be an 'Unpaid Seller' when-
- (a) the whole of the price has not been paid or tendered.
 - (b) a bill of exchange or other negotiable instrument has been received as conditional payment, and it has been dishonoured.

Right of stoppage of goods in transit

When the unpaid seller has parted with the goods to a carrier and the buyer has become insolvent, he can exercise this right by asking the carrier to return the goods back, or not to deliver the goods to the buyer.

However, the right of stoppage in transit is exercised only when the following conditions are fulfilled:

- (a) The seller must be unpaid.
- (b) The seller must have parted with the possession of goods.
- (c) The goods must be in the course of transit.
- (d) The buyer must have become insolvent.
- (e) The right is subject to provisions of the Act.

(ii) Condition as to Merchantability [Section 16(2) of the Sale of Goods Act, 1930]:

Where goods are bought by description from a seller who deals in goods of that description (whether he is the manufacturer or producer or not), there is an implied condition that the goods shall be of merchantable quality.

Provided that, if the buyer has examined the goods, there shall be no implied condition as regards defects which such examination ought to have revealed.

The expression "merchantable quality", though not defined, nevertheless connotes goods of such a quality and in such a condition a man of ordinary prudence would accept them as goods of that description. It does not imply any legal right or legal title to sell.

Example: If a person orders motor horns from a manufacturer of horns, and the horns supplied are scratched and damaged owing to bad packing, he is entitled to reject them as unmerchantable.

Condition as to wholesomeness: In the case of eatables and provisions, in addition to the implied condition as to merchantability, there is another implied condition that the goods shall be wholesome.

Example: A supplied F with milk. The milk contained typhoid germs. F's wife consumed the milk and was infected and died. Held, there was a breach of condition as to fitness and A was liable to pay damages.

7. (i) The problem in this case is based on the provisions of the Sale of Goods Act, 1930 contained in the proviso to Section 27. The proviso provides that a mercantile agent is one who in the customary course of his business, has, as such agent, authority either to sell goods, or to consign goods, for the purpose of sale, or to buy goods, or to raise money on the security of goods [Section 2(9)]. The buyer of goods from a mercantile agent, who has no authority from the principal to sell, gets a good title to the goods if the following conditions are satisfied:

- (1) The agent should be in possession of the goods or documents of title to the goods with the consent of the owner.
- (2) The agent should sell the goods while acting in the ordinary course of business of a mercantile agent.
- (3) The buyer should act in good faith.
- (4) The buyer should not have at the time of the contract of sale notice that the agent has no authority to sell.

In the instant case, P, the agent, was in the possession of the car with J's consent for the purpose of sale. A, the buyer, therefore obtained a good title to the car. Hence, J in this case, cannot recover the car from A.

- (ii) **Caveat emptor**' means "let the buyer beware", i.e. in sale of goods the seller is under no duty to reveal unflattering truths about the goods sold. Therefore, when a person buys some goods, he must examine them thoroughly. If the goods turn out to be defective or do not suit his purpose, or if he depends upon his skill and judgment and makes a bad selection, he cannot blame any body excepting himself.

The rule is enunciated in the opening words of section 16 of the Sale of Goods Act, 1930 which runs thus: "Subject to the provisions of this Act and of any other law for the time being in force, there is no implied warranty or condition as to the quality or fitness for any particular purpose of goods supplied under a contract of sale"

The rule of caveat emptor does not apply in the following cases:

- (a) **Fitness for buyer's purpose:** Where the buyer, expressly or by implication, makes known to the seller the particular purpose for which he requires the goods and relies on the seller's skill or judgment and the goods are of a description which it is in the course of the seller's business to supply, the seller must supply the goods which shall be fit for the buyer's purpose. [Section 16(1)].
- (b) **Sale under a patent or trade name:** In the case of a contract for the sale of a specified article under its patent or other trade name, there is no implied condition that the goods shall be reasonably fit for any particular purpose [Section 16(1)].
- (c) **Merchantable quality:** Where goods are bought by description from a seller who deals in goods of that description (whether he is in the manufacturer or producer or not), there is an implied condition that the goods shall be of merchantable quality. But if the buyer has examined the goods, there is no implied condition as regards defects which such examination ought to have revealed. [Section 16(2)].
- (d) **Usage of trade:** An implied warranty or condition as to quality or fitness for a particular purpose may be annexed by the usage of trade. [Section 16(3)].

- (e) **Consent by fraud:** Where the consent of the buyer, in a contract of sale, is obtained by the seller by fraud or where the seller knowingly conceals a defect which could not be discovered on a reasonable examination, the doctrine of caveat emptor does not apply.
8. (i) **Minor as a partner:** A minor is incompetent to do the contract and such contract is void-ab-initio. Therefore, a minor cannot be admitted in the business of the partnership firm because the partnership is formed on a contract. Though a minor cannot be a partner in a firm, he can nevertheless be admitted to the benefits of partnership under section 30 of the Indian Partnership Act, 1932. He may be validly have a share in the profit of the firm but this can be done with the consent of all the partners of the firm.

Rights of the minor in the firm:

- (a) a minor has a right to his agreed share of the profits and of the firm.
- (b) he can have access to, inspect and copy the accounts of the firm.
- (c) he can sue the partners for accounts or for payments of his share but only, when severing his connection with the firm, and not otherwise. The amount of share shall be determined by a valuation made in accordance with the rules upon a dissolution.
- (d) on attaining majority he may within 6 months elect to become a partner or not to become a partner. If he elects to become a partner, then he is entitled to the share to which he was entitled as a minor. If he does not, then his share is not liable for any acts of the firm after the date of the public notice served to that effect.
- (ii) As regards the question whether in the case of a registered firm (whose business was carried on after its dissolution by death of one of the partners), a suit can be filed by the remaining partners in respect of any subsequent dealings or transactions without notifying to the Registrar of Firms, the changes in the constitution of the firm, it was decided that the remaining partners should sue in respect of such subsequent dealings or transactions even though the firm was not registered again after such dissolution and no notice of the partner was given to the Registrar.

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

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

Now, in 2017, B and C had taken a new partner, D, and then filed a suit against X without fresh registration. Where a new partner is introduced, the fact is to be notified

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

9. (i) Section 37 of the Indian Partnership Act, 1932 provides that where a partner dies or otherwise ceases to be a partner and there is no final settlement of account between the legal representatives of the deceased partner or the firms with the property of the firm, then, in the absence of a contract to the contrary, the legal representatives of the deceased partner or the retired partner are entitled to claim either.
- (1) Such shares of the profits earned after the death or retirement of the partner which is attributable to the use of his share in the property of the firm; or
 - (2) Interest at the rate of 6 per cent annum on the amount of his share in the property.

Based on the aforesaid provisions of Section 37 of the Indian Partnership Act, 1932, in the given problem, A's Legal representatives shall be entitled, at their option to:

- (a) the 20% shares of profits (as per the partnership deed); or
- (b) interest at the rate of 6 per cent per annum on the amount of A's share in the property.

(ii) **Differences between the Partnership & Joint Hindus Family.**

Basis of difference	Partnership	Joint Hindu family
Mode of creation	Partnership is created necessarily by an agreement.	The right in the joint family is created by status means its creation by birth in the family.
Death of a member	Death of a partner ordinarily leads to the dissolution of partnership.	The death of a member in the Hindu undivided family does not give rise to dissolution of the family business.
Management	All the partners are equally entitled to take part in the partnership business.	The right of management of joint family business generally vests in the Karta, the

		governing male member or female member of the family. ¹
Authority to bind	Every partner can, by his act, bind the firm.	The Karta or the manager, has the authority to contract for the family business and the other members in the family.
Liability	In a partnership, the liability of a partner is unlimited.	In a Hindu undivided family, only the liability of the Karta is unlimited, and the other co-partners are liable only to the extent of their share in the profits of the family business.
Calling for accounts on closure	A partner can bring a suit against the firm for accounts, provided he also seeks the dissolution of the firm.	On the separation of the joint family, a member is not entitled to ask for account of the family business.
Governing Law	A partnership is governed by the Indian Partnership Act, 1932.	A Joint Hindu Family business is governed by the Hindu Law.
Minor's capacity	In a partnership, a minor cannot become a partner, though he can be admitted to the benefits of partnership, only with the consent of all the partners.	In Hindu undivided family business, a minor becomes a member of the ancestral business by the incidence of birth. He does not have to wait for attaining majority.
Continuity	A firm subject to a contract between the partners gets dissolved by death or insolvency of a partner.	A Joint Hindu family has the continuity till it is divided. The status of Joint Hindu family is not thereby affected by the death of a member.
Number of Members	In case of Partnership number of members should not exceed 50	Members of HUF who carry on a business may be unlimited in number.

¹ **Joint Hindu Family:** The amendment in the Hindu Succession Act, 2005, entitled all adult members – Hindu males and females to become coparceners in a HUF. They now enjoy equal rights of inheritance due to this amendment. On 1st February 2016, Justice Najmi Waziri gave a landmark judgement which allowed the eldest female coparceners of an HUF to become its Karta.

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Share in the business	In a partnership each partner has a defined share by virtue of an agreement between the partners.	In a HUF, no coparceners has a definite share. His interest is a fluctuating one. It is capable of being enlarged by deaths in the family diminished by births in the family.
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10. (i) **LLP:** A LLP is a new form of legal business entity with limited liability. It is an alternative corporate business vehicle that not only gives the benefits of limited liability at low compliance cost but allows its partners the flexibility of organising their internal structure as a traditional partnership. The LLP is a separate legal entity and, while the LLP itself will be liable for the full extent of its assets, the liability of the partners will be limited.

LLP is an alternative corporate business form that gives the benefits of limited liability of a company and the flexibility of a partnership.

Since LLP contains elements of both 'a corporate structure' as well as 'a partnership firm structure' LLP is called a hybrid between a company and a partnership.

Advantages of LLP form:

- (a) LLP is organized and operates on the basis of an agreement.
 - (b) It provides flexibility without imposing detailed legal and procedural requirements
 - (c) It enables professional/technical expertise and initiative to combine with financial risk taking capacity in an innovative and efficient manner.
 - (d) It is easy to form
 - (e) In LLP form, all partners enjoy limited liability
 - (f) Flexible capital structure is there in this form
 - (g) It is easy to dissolve
- (ii) **Distinction between LLP and Limited Liability Company:** The points of distinction between a limited liability partnership and Limited Liability Company are tabulated as follows:

	Basis	LLP	Limited Liability Company
1.	Regulating Act	The LLP Act, 2008.	The Companies Act, 2013.
2.	Members/Partners	The persons who contribute to LLP are known as partners of the LLP.	The persons who invest the money in the shares are known as members of the company.

3.	Internal governance structure	The internal governance structure of a LLP is governed by contract agreement between the partners.	The internal governance structure of a company is regulated by statute (i.e., Companies Act, 2013).
4.	Name	Name of the LLP to contain the word "Limited Liability partnership" or "LLP" as suffix.	Name of the public company to contain the word "limited" and Pvt. Co. to contain the word "Private limited" as suffix.
5.	No. of members/partners	Minimum – 2 members Maximum – No such limit on the members in the Act. The members of the LLP can be individuals/or body corporate through the nominees.	Private company: Minimum – 2 members Maximum 200 members Public company: Minimum – 7 members Maximum – No such limit on the members. Members can be organizations, trusts, another business form or individuals.
6.	Liability of members/partners	Liability of a partners is limited to the extent of agreed contribution in case of intention is fraud.	Liability of a member is limited to the amount unpaid on the shares held by them.
7.	Management	The business of the company managed by the partners including the designated partners authorized in the agreement.	The affairs of the company are managed by board of directors elected by the shareholders.
8.	Minimum number of directors/designated partners	Minimum 2 designated partners.	Pvt. Co. – 2 directors Public co. – 3 directors

11. (i) Dormant Company (Section 455 of the Companies Act, 2013)

Where a company is formed and registered under this Act for a future project or to hold an asset or intellectual property and has no significant accounting transaction, such a company or an inactive company may make an application to the Registrar in such manner as may be prescribed for obtaining the status of dormant company.

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“Inactive company” means a company which has not been carrying on any business or operation, or has not made any significant accounting transaction during the last two financial years, or has not filed financial statements and annual returns during the last two financial years.

“Significant accounting transaction” means any transaction other than –

- (a) payment of fees by a company to the Registrar;
 - (b) payments made by it to fulfil the requirements of this Act or any other law;
 - (c) allotment of shares to fulfil the requirements of this Act; and
 - (d) payments for maintenance of its office and records.
- (ii) According to the Doctrine of Indoor Management, if an act is authorised by the articles or memorandum, an outsider is entitled to assume that all the detailed formalities for doing that act have been observed. As per the case of *the Royal British Bank vs. Turquand* [1856] 6E & B 327, the directors of R.B.B. Ltd. gave a bond to T. The articles empowered the directors to issue such bonds under the authority of a proper resolution. In fact, no such resolution was passed. Notwithstanding that, it was held that T could sue on the bonds on the ground that he was entitled to assume that the resolution had been duly passed. This is the doctrine of indoor management, popularly known as Turquand Rule.

Since, the given question is based on the above facts, accordingly here in this case Mr. X can recover the money from the company considering that all required formalities for the passing of the resolution have been duly complied.

12. (i) Yes, a non-profit organization be registered as a company under the Companies Act, 2013 by following the provisions of section 8 of the Companies Act, 2013. 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.

Such company intends to apply its profit in

- promoting its objects and
- prohibiting the payment of any dividend to its members.

The Central Government has the power to issue license for registering a section 8 company.

- (a) Section 8 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 licence on such conditions as it deems fit.

- (b) The registrar shall on application register such person or association of persons as a company under this section.
 - (c) On registration the company shall enjoy same privileges and obligations as of a limited company.
- (ii) When a company is registered, it is clothed with a legal personality. It comes to have almost the same rights and powers as a human being. Its existence is distinct and separate from that of its members. A company can own property, have bank account, raise loans, incur liabilities and enter into contracts.
- (a) It is at law, a person different altogether from the subscribers to the memorandum of association. Its personality is distinct and separate from the personality of those who compose it.
 - (b) Even members can contract with company, acquire right against it or incur liability to it. For the debts of the company, only its creditors can sue it and not its members.

A company is capable of owning, enjoying and disposing of property in its own name. Although the capital and assets are contributed by the shareholders, the company becomes the owner of its capital and assets. The shareholders are not the private or joint owners of the company's property.

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SECTION B: BUSINESS CORRESPONDENCE AND REPORTING

QUESTIONS

Note: Chapter 6 is meant for reading only therefore, questions from the chapter are not included here.

Chapter-1

Communication

1. List at least 5 barriers of communication. Explain any two of them in your own words.
2. Differentiate between the Vertical Network and the Wheel and spoke method of communication.

Chapter 2

Sentence Types: Active Passive Voice, Direct Indirect Speech

- (A) Change the following sentences into passive voice.
- (1) Raj uses a pen to sketch figures
 - (2) Anita will perform a solo dance at the annual day.
 - (3) Prof Johnson teaches Psychology
 - (4) The public threw stones on the thief.
 - (5) Who wrote this essay?
- (B) Change the following Direct speech into Indirect speech.
- (1) He said, 'I have lost all games'
 - (2) Teacher said, 'Please use a blue pen for your homework'
 - (3) Children said, 'Good morning Ma'am'.
 - (4) Serena said, 'How intelligent Clara is'
 - (5) My father said, 'Where are you going'?

Chapter -3 Vocabulary

(A) Select the suitable synonym for the given words:

- (1) Annotate
(a) Verify (b) Footnotes (c) Announce (d) Cut off
- (2) Fraught
(a) Scam (b) Smelly (c) Rare (d) Full of

- (3) Divulge
(a) Dig into (b) Varied (c) Reveal (d) Deep
- (4) Peroration
(a) Conclusion (b) Audience (c) Cheating (d) Priority
- (5) Embezzle
(a) Shine (b) Pilfer (c) Busy (d) Shocked

(B) Select the suitable antonym for the given word:

- (1) Concealed
(a) To hide (b) Uninteresting (c) Known (d) Related
- (2) Supremacy
(a) Primarily (b) Inferiority (c) Dominance (d) Leadership
- (3) Applaud
(a) Organize (b) Compose (c) About (d) Condemn
- (4) Acquisition
(a) Forfeit (b) Revival (c) permission (d) Fulfilment
- (5) Adamant
(a) Resolute (b) Steadfast (c) Flexible (d) Extinct

(C) Select the correct meaning of the given idioms:

- (1) Man of action
(a) Full of aggression
(b) One who performs
(c) Insubstantial person
(d) More talks than action
- (2) Acid test
(a) Difficult job
(b) Useless task
(c) Decisive test
(d) Unknown work

(D) Fill in the blanks with the most suitable choice:

- (1) With the economy going down, people who are rich might become _____
(a) Endemic (b) Healthy (c) Destitute (d) Considerable

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- (2) Religion teaches us to respect all _____ rights of a human being.
- (a) Business (b) Fundamental (c) Behavioural (d) Conceptual

Chapter 4

Comprehension Passages

Read the following comprehension passages and answer the following questions

Passage 1

Nearly 3 lakh Indian- Americans are likely to be impacted by the Trump administration's sweeping plans that put the nation's 11 million undocumented immigrants at risk of deportation.

President Donald Trump has laid the groundwork for potentially deporting millions of undocumented immigrants by issuing new guidance that drastically broadens the ways in which federal immigration laws should be enforced. According to the Department of Homeland Security (DHS), it will no longer exempt classes or categories of removable aliens from potential enforcement. The Department personnel would have full authority to arrest or apprehend an alien whom an immigration officer has probable cause to believe is in violation of the immigration laws.

The DHS has issued two memos, which among other things, tightens deportation of illegal immigrants. The emphasis is on criminal aliens, though, but opens up the door for others too. Indian Americans as per unofficial figures account for nearly 3 lakh illegal aliens.

- (1) What is the risk discussed in the passage?
- (a) Trump's winning the election
(b) President Trump does not like Asians
(c) President Trump plans to deport many immigrants, especially those that do not have proper documents.
(d) Population explosion in USA
- (2) What new authority has been granted to the DHS ?
- (a) The President will intervene in DHS matters directly.
(b) The DHS personnel can arrest someone he/she believes is violating laws of immigration.
(c) The DHS can directly intervene in population matters
(d) No new authority has been granted.
- (3) According to approximation how many India Americans account for illegal aliens?
- (a) Above 3 lakhs
(b) Below 3 lakhs

- (c) Nearly 11 million
 - (d) Around 3 lakhs.
- (4) What does the word 'apprehend' mean in the second paragraph?
- (a) Capture
 - (b) Concern
 - (c) Allow
 - (d) Intimate
- (5) Select a suitable antonym for the word 'exempt' as used in the passage.
- (a) accountable
 - (b) released
 - (c) free
 - (d) preventive

Passage 2

It is not the brain that determines whether a person is a lefty or a righty, but the spinal cord. Until now, it had been assumed that differences in gene activity of the right and left hemisphere might be responsible for a person's handedness-----people's tendency to naturally favour the use of one hand over the other.

But a recent study demonstrated that gene activity in the spinal cord is asymmetrical already in the womb and could be linked to the handedness of a person. According to the ultrasounds carried out in the 1980's, a preference for moving the left or right hand develops in the womb from the eighth week of pregnancy. From the 13th week of pregnancy, unborn children prefer to suck their right or left thumb. Arm and hand movement are initiated via the motor cortex in the brain. It sends a corresponding signal to the spinal cord, which in turn translates the command into a motion. However, the motor cortex is not connected to the spinal cord from the beginning. In fact, even before the earliest indication of hand preference appear, the spinal cord has not yet formed a connection with the brain. In addition, environmental factors were found to be controlling whether spinal cord activity was greater on the left or right side.

- (1) Give the passage a suitable title
- (a) Right or Left: functioning of the brain
 - (b) Righty or a Lefty.....who decides?
 - (c) Environmental factors controlling us
 - (d) Right handedness/ Left handedness
- (2) Arm and hand movement are started via _____
- (a) Spinal cord

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- (b) Thumb movement
 - (c) Motor cortex in the brain
 - (d) Not specified.
- (3) Which of the following statement is false?
- (a) Environmental factors do not control spinal cord activity
 - (b) Motor cortex is not connected to the spinal cord in the beginning
 - (c) Preference for moving right/left thumb starts in the eighth week of pregnancy
 - (d) Parents have no say in making a child lefty or righty.
- (4) What sends a corresponding signal to the spinal cord, which in turn translates the command into a motion?
- (a) Brain
 - (b) Spinal cord
 - (c) Motor cortex
 - (d) Arms
- (5) Select a suitable synonym for the word 'asymmetrical' as used in the passage.
- (a) antonymous
 - (b) intentional
 - (c) disproportional
 - (d) composed

Chapter 5 Note Making

Read the following passage/news story and make proper notes following the guidelines of Note making. (Source: internet, newspaper articles)

- (1) Tsunamis are monster waves that can grow to be more than 100 feet (30 meters) high. They are typically caused by earthquakes; identifying other seismic zones — a region high in seismic activity such as tremors and earthquakes — with these features could help researchers identify areas that could produce catastrophic waves, the scientists added.

Major tsunamis often result at the shallow portions of sub-duction zones, the areas where one of the tectonic plates that make up Earth's surface dives below another. These crash zones are dangerously active, and these tectonic interactions can cause the world's biggest earthquakes and worst tsunamis.

In the past 20 years or so, researchers have discovered that the seismic zones that lead to tsunamis often have three key features. First, the boundary where the tectonic plates meet is often rough instead of smooth. This keeps the plates from easily slipping

past each other, allowing energy to build up between the plates. When this built-up energy finally gets released, it can trigger a major earthquake, according to the researchers.

Second, these danger zones may also possess hard rock rather than sediment near the seafloor and on both sides of the plate boundary. This can permit more motion from an earthquake to occur near the seafloor, for more powerful tsunamis, the researchers said.

A third key feature seen with the 2011 Tohoku earthquake is a series of cracks or faults rooted in the plate boundary. These faults may suggest that the plate boundary is especially active in its shallow portions and more prone to generating tsunamis.

- (2) On June 23, registered voters of the United Kingdom will voice their opinion whether the nation should 'Remain' in or 'Leave' the European Union.

Though he managed to get the EU's nod for restrictions on certain welfare benefits for new migrants, British Prime Minister David Cameron was unable to bring unity within his Conservative Party, and thus decided to seek public opinion on the issue.

While Mr. Cameron wishes his country remain in the EU, former London Mayor and MP Boris Johnson campaigns for Britain's exit, or Brexit as it is being referred to.

The Labour Party too is divided. While the Labour chief Jeremy Corbyn supports staying with the EU, a group calling itself Lexit (Left for Exit) is campaigning for leaving the bloc citing the EU's Cold War origins and pro-market stand.

While the Scottish National Party (SNP) bats for 'Remain', hardline U.K. Independence Party (UKIP) wants exit from the EU.

Chapter 7

Précis Writing

Read the following passages and write a précis for the same. Follow the basic rules of précis writing while writing.

- (1) At some point in our lives, we tend to turn to prayer, seeking divine blessings, to overcome problems. When the problems don't go away, we attribute these problems to our destiny and look for solutions from external sources of power. According to Lord Krishna, out of the four categories of people, Aarta (the sufferers), Jignyanshu, seeker of the truth; Artharthi, seeker of materialistic benefits and finally, Jnani, the wise; it is the wise whose quality of prayer is pure as it happens in a higher realm of consciousness.

Prayer is a dynamic phenomenon and its complexities need to be understood properly. It is a process to connect with the Universal source of energy, which is our life force. People sometimes complain that their prayers are not always answered. So they resort to other sources of power to get blessings and protection.

- (2) The issue of war and peace has always been a focal issue in all periods of history and at all levels and relations among nations. The concern of the humankind for peace can be assessed by taking into account the fact that all religions, all religious scriptures and

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several religious ceremonies are committed to the cause of peace and all these advocate an elimination of war. The Shanti Path recited by the Hindus, the sermons of Pope and the commands of all the holy scriptures of the Christians, Muslims, Hindus, Sikhs and all other communities hold out a sacred commitment to peace.

Yet the international community fully realized the supreme importance of the virtue of peace against the evil of war only after having suffered the most unfortunate and highly destructive two World Wars in the first half of the 20th century. The blood soaked shreds of humanity that lay scattered in several hundred battle grounds, particularly on the soils of Hiroshima and Nagasaki, cried for peace, peace and peace on the earth.

Chapter 8

Article Writing

Write an article on the following topics. (Word limit: 350-400 words)

- (1) Discuss the pros and cons of the Demonetisation policy.
- (2) Do we need a dress code in offices?

Chapter 9

Report Writing

- (1) Your college organised a seminar on 'Digital Marketing: an upcoming field in Business'. Write a report for the college magazine, stating the details of the event (250-300 words)
- (2) Write a report for a local daily newspaper on Republic Day Celebrations held in ABC school. (250-300 words)

Chapter 10

Formal Letters and Official Communication

Part 1 Formal Letters

As the Manager, HR of Net Solutions Ltd, Mumbai, draft a complaint letter to the Administration Head of Food for you Solutions, Mumbai, stating your concern about the bad quality of food being supplied to your company's cafeteria.

Part 2 Official Communication

As the HR Manager of your organization, draft a circular for all the employees of your company, informing them about a charity cultural event being organized over the weekend in the office campus. Mention a few events and request for active participation.

Chapter 11

Formal Mails

- (1) You are Ms. Rakhi Singhvi, Head Sales and Marketing, OCB international Pvt. Ltd, a hardware product company. Write a formal mail to Mr. Mukesh Tiwari of Candid Sweets,

apologising for the delay in the delivery of the order placed by them. State genuine reasons and commit a suitable date for the final delivery.

- (2) As the HR head of Axis Telecom Pvt. Ltd, write an appointment mail to Mr. Anshul Malik, informing him about his selection for 'Team Lead', Sales and Marketing division. Write a job appointment mail, stating salary, joining date, joining location and other required information.

Chapter 12

Resume Writing

- (1) Prepare a detailed resume in the functional format for a candidate applying for the post of a sales manager in an FMCG company. Include past experiences, with emphasis on the sales background.

Other inputs: Name: Manish Reddy

Experience: over 10 years, (divide it into two jobs)

Current designation: Senior Sales Executive

- (2) Prepare a chronological resume of commerce background student, having worked in a firm for 1 year, and gained experience in general management skills. The candidate has cleared IPCC, Group 1.

Chapter 13

Meetings

- (1) Prepare the Minutes of a Meeting, presided by the Chairman of HKU Pvt Ltd, an FMCG company. The main agenda of the meeting was introducing a new product, fixing a cost, discussing the Sales and Marketing and the advertising strategies. Speakers involved were: the chairperson, the Product Head, the Sales Head and the Creative Director.
- (2) Submit an Action Taken Report, based on a meeting held to discuss the failure of long pending dues by an old client. Mention clearly what decision was taken.

ANSWERS

Chapter-1

Communication

1. Barriers in communication:

- Physical Barriers
- Cultural Barriers
- Language Barriers

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- 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. Vertical Network and Wheel & Spoke Network

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

Chapter 2 Sentence Types

(A) Active to Passive

- (1) A pen is used by Raj to sketch figures
- (2) A solo dance will be performed by Anita at the annual day.
- (3) Psychology is taught by Prof. Johnson
- (4) Stones were thrown by the public on the thief.
- (5) By whom was this essay written?

(B) Direct to Indirect Speech.

- (1) He said that he had lost all games.
- (2) Teacher requested the children to use a blue pen for their homework.
- (3) Children wished Ma'am a good morning.
- (4) Serena exclaimed how intelligent Clara was.
- (5) My father asked me where was I going?

Chapter 3 Vocabulary

A: Synonyms

- (1) Annotate means to make notes. Correct answer is b) Footnotes

- (2) Fraught means in abundance. Correct answer is d) Full of
- (3) Divulge means to let out. Correct answer is c) Reveal
- (4) Peroration means the end. Correct answer is a) Conclusion
- (5) Embezzle means wrong use, especially used for funds. Correct answer is b) Pilfer

B: Antonyms

- (1) Conceal means to hide. Correct answer is c) Known.
- (2) Supremacy means dominance/ Correct answer is b) Inferiority
- (3) Applaud means to appreciate. Correct answer is d) Condemn
- (4) Acquisition means to get/possess. Correct answer is a) forfeit
- (5) Adamant means steadfast, unbending. Correct answer is c) Flexible

C: Idioms

- (1) Correct answer is b; One who performs and not just talks.
- (2) Correct answer is c; Decisive test. A test/task which will make things clear

D: Fill in the blanks

- (1) Correct answer is c) Destitute. It means poor.
- (2) Correct answer is b) Fundamental. It means basic.

Chapter: 4 Reading Comprehension**Passage 1**

- (1) Option c
- (2) Option b
- (3) Option d
- (4) Option a
- (5) Option a

Passage 2

- (1) Option b
- (2) Option c
- (3) Option a
- (4) Option c
- (5) Option c

Chapter 5 Note Making

Note 1

Tsunami (Heading)

- (I) What is a Tsunami? (Sub heading)
 - (a) Monster waves
 - (b) Go to a hght of 30 m
- (II) Causes and occrnc of a Tsunami
 - (a) Earthquakes undr the sea
 - (b) Occur in high seismic zones
 - (c) Also occur in shallow areas with tectonic plate movmnt.
- (III) Key ftrs of Seismic Zones
 - (a) Bndry of tectonic plates rough
 - (b) Prsnc of hard rock than sediment nr sea bed
 - (c) Series of cracks in the plate bndry

Key Used

- (1) Hght= height
- (2) Occrnc= occurrence
- (3) Undr= under
- (4) Movmnt=movement
- (5) Ftrs= features
- (6) Bndry= boundary
- (7) Prsnc= presence

Note 2

- (I) Agenda for Br. Natnls
 - (a) Remain with or exit Europe
 - (b) To be dcd by voting
- (II) Who supports/ remain with EU
 - (a) British PM
 - (b) Labour chief
 - (c) SNP

- (III) Who wants to exit?
- (a) Former London Mayor
 - (b) A group termed Lexit
 - (c) UKIP

Key Used

- (1) Br= British
- (2) Natnls= nationals
- (3) Dcd= decided
- (4) SNP= Scottish National Party
- (5) UKIP= United Kingdom Independent Party

Chapter 7 Précis Writing

- (1) What is a Prayer? (Title)

A prayer is a complex phenomenon, which is primarily made use of in times of need. According to the Lord himself, those that are wise make the purest form of prayers. People resort to external help when they feel their prayers are not being answered; the reason unknown to them.

- (2) All religions preach Peace on Earth (Title)

All religions across the globe have one common teaching, Peace on Earth. The religious scriptures and ceremonies aim towards eliminating war and spreading the cause of humanity. The realization happened little too late, only after the occurrence of major destructive events like world war and nuclear bombings.

Chapter 8 Article Writing

- (1) Hints:

- What is demonetisation?
- What was the aim behind implementing it?
- What were the immediate causes?
- What are the expected long term effects of this new policy?
- How well has it been accepted in the public?
- Expected pros and cons, in the student's personal opinion.

- (2) Hints:

- Need for a discipline
- Need to follow a protocol

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- Need to be independent
- Moral policing
- Relates to the work profile
- Free society, 21 st century

Chapter-9

Report Writing

(1) Report for College magazine

Hints:

The Computer Science Department organized a seminar on “Digital Marketing: An upcoming field in business” on (date) at the (venue)

- Chief Guest for the event
- Speakers invited
- Who presided over the event from the college(HOD /Principal)
- Details of the event in chronological sequence
- Key points of the speech delivered by the Chief Guest
- Key points as stated by each speaker
- Valedictory Session
- Vote of thanks

(2) Report for The Newspaper

Hints:

From the local correspondent, B. Nagar,

ABC Senior Secondary School celebrated the Republic Day on Jan 25, 2018 with great fanfare amid colorful display of culture and heritage from across the nation.

- Chief Guest for the event
- Speakers invited
- Who presided over the event from the college (HOD /Principal)
- Details of the event in chronological sequence
 - March past by all the houses the senior school
 - Group Dance performance by Junior school
 - Group Song by the senior school choir group
 - Group Dance performance by senior school

- Prize Distribution
- Key points of the speech delivered by the Chief Guest
- Valedictory Session
- Vote of thanks

Chapter 10 Formal Mails and Official Communication

Part 1 Formal Letters

- (1) Manager Operations and Admin
Net Solutions
Mumbai

13th Feb, 2018
Administration Head
Food for you Solutions
Mumbai

Dear Sir/Madam

Sub: Complaint against food quality

This with reference to the food supplied to our cafeteria by your company's kitchen. Unfortunately, for the past few weeks, we have observed a degradation in the quality of food items, especially rice, wheat flour and pulses.

A few of our employees complained of ill health after having consumed your food. I presume stale food is not being sent to us.

Kindly assure that the raw material you use is of high quality standards and is ISI approved.

I sincerely request you to look into this matter as it involves the health of people working for us, for which we are solely responsible.

Thanks and Regards,

Name

Manager, Ops and Admin

Net Solutions

(1) Circular

Circular No. XXXIV

3rd Jan, 2018

Cultural Event for Charity

For all employees

This is an official communication informing about a cultural event being organized in the office premises on the coming weekend (6th and 7th Jan, 2018).

The events would be as follows:

- Singing competition
- Dance competition
- Stand up Comedy
- Dumb charades
- Food stalls

Participation fees is Rs 50/ per member. Family and friends are cordially invited.

The proceeds of the event will be given to Aaroyga NGO, working for the benefit of old citizens.

Please get in touch with the HR team for more registration and details. Looking forward to an active participation.

Sheela Mishra

Manager, HR

Chapter 11 Writing Formal Mails

(1) Formal mail

To: mukeshtiwari@candidsweets.com

CC/BCC: hr@candidsweets.com

Subject: Apologies for in delivery

Dear Mr. Mukesh Tiwari,

This is wrt Order No. 365, placed on 17th January, 2018. I sincerely apologise for the timely delivery of the aforesaid order.

We have been facing some manufacturing issues over the last two months. Efforts are being to resolve the issues. I assure you delivery of your products by the 10th of next month.

Regret the inconvenience caused.

For any discussion, please feel free to write back.

Regards,

Ms. Rekha Sanghvi,
Head Sales & Marketing
OCB International Pvt. Ltd.
Tel: -----

(2) To: anshulmalik@ccc.com

Subject: appointment letter

Dear Mr Anshul,

We are pleased to offer you the role of 'Team Lead', Sales and Marketing Division at our organization.

Regarding the joining details, please read as follows:

Joining date: 22nd Feb, 2018

Location: Mumbai

Salary: 25 lacs per annum (refer to attachment for details)

We will reimburse your relocation expenses against bills provided by the Logistic services used by. We would station you at our guest house for the first 15 days, from the date of joining.

Please consider this as an official appointment letter. Feel free to contact us for any further queries.

Two attachments with Salary and Accommodation details.

Thanks and Regards,

XYZ,

HR Head,

Axis Telecom

Tel: -----

Chapter 12

Resume Writing

(1) Functional format Resume

Name: Manish Reddy

Phone: 040-123456

Email:-mreddy@gmail.com

Address: 123, Chennai Road, Chennai

Birthday: 1st January

CAREER OBJECTIVE: Seeking a challenging career with a progressive organization that provides an opportunity to utilize my sales and marketing I skills & abilities in the FMCG sector.

PERSONAL SKILLS

Excellent convincing skills

Highly sales driven

Ability to work independently or as part of a team

Proven leadership skills and ability to motivate

EDUCATION

B.com from Hindu College, Delhi University

PGDIM from Symbiosis University, Pune

ACHIEVEMENTS

ÿ Awarded the 'Best Sales person' Award in the company

Awarded a cash prize for two consecutive months for over achieving sales target.

PROFESSIONAL EXPERIENCE

XYZ Pvt. Ltd, Chennai

Worked as a Junior Sales Executive

Responsible for daily sales with a predicted target

Experience: 5 years

Auromatic Brothers

Worked as Senior Sales Executive

Responsible for monthly sales target

Led a team of twenty members.

Experience: 5 years.

REFERENCES: Will be provided upon request.

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

Date: Place: (Manish Reddy)

(2) Chronological Resume

Name

Address

Phone Number

Email

OBJECTIVE: To be associated with an organisation that will offer to me tremendous opportunities for growth in career and provide a challenging environment that will utilise my accounting skills and abilities to the maximum.

SUMMARY:

- Have cleared IPCC, Group 1
- Have an years experience of working in an office
- Possess good management skills
- Can work under pressure situations
- Willingness to learn more is the driving factor.

EXPERIENCE:

2017 to present day Junior Manager
Name the company, address

EDUCATION:

Begin from recent education moving back to college and then lastly school.

2017: CA IPCC, Group 1

2016: B. com (h), Kirori Mal College, DU

2014: class XII th, DAV Model School, Pitam Pura, New Delhi

2012: class Xth, DAV Model School, Pitam pura, New Delhi

SKILLS: Well versed with MS Office

Working knowledge of Tally

(2) Action Taken Report (ATR)

As per the meeting held on 12th Jan, 2018 at the Southern Region branch office of CP finance Ltd, following actions have been reported:

- The client had complied to clear the pending dues by 10th Jan, 2018.
- The client has asked for more time. Reason mentioned: losses incurred in business.
- On the basis of being an old client, with no such bad record, order passed to provide more time for payment.
- Expected payment till 31st January, 2018.

Undersigned

Director, Sales & Marketing

Director, Business