

## PAPER – 2: BUSINESS LAWS AND BUSINESS CORRESPONDENCE AND REPORTING

### SECTION A: BUSINESS LAWS

1. A enters into a contract with B that he (A) sells his house for ₹ 10,00,000 to B. Further they both signed an agreement that if B uses the house for gambling purposes, then B shall pay A ₹ 50,000 for it. B agreed to this, however after a year of sale, B started gambling business in that house. Can A claim ₹ 50,000 from B? Discuss with reference to the provisions of Indian Contract Act, 1872.
2. Seema was running a boutique in New Delhi. She has to deliver some cloth to her friend Kiran who was putting up an exhibition at Mumbai. Seema delivered the sewing machine and some cloth to a railway company to be delivered at a place where the exhibition was to be held. Seema expected to earn an exceptional profit from the sales made at this exhibition however she did not bring this fact to the notice of the railway's authorities. The goods were delivered at the place after the conclusion of the exhibition. On account of such breach of contract by railways authorities, can Seema recover the loss of profits under the Indian Contract Act, 1872?
3. Chandan was suffering from some disease and was in great pain. He went to Dr. Jhunjhunwala whose consultation fee was ₹ 300. The doctor agreed to treat him but on the condition that Chandan had to sign a promissory note of ₹ 5000 payable to doctor. Chandan signed the promissory note and gave it to doctor. On recovering from the disease, Chandan refused to honour the promissory note. State with reasons, can doctor recover the amount of promissory note under the provisions of the Indian Contract Act, 1872?
4. Mr. Aseem is a learned advocate. His car was stolen from his house. He gave an advertisement in newspaper that he will give the reward of ₹ 10,000 who will give the information about his car. Mr. Vikram reads the advertisement and on making some efforts got the stolen car and informed Mr. Aseem. Mr. Aseem found his car but denied giving reward of ₹ 10,000 to Mr. Vikram with the words, "An advertisement in newspaper is just an invitation to make offer and not an offer. Hence, he is not liable to make the reward." State with reasons whether under Indian Contract Act, 1872, Mr. Vikram can claim the reward of ₹ 10,000.
5. Mr. Singhania entered into a contract with Mr. Sonu to sing in his hotel for six weeks on every Saturday and Sunday. Mr. Singhania promised to pay ₹ 20,000 for every performance. Mr. Sonu performed for two weeks but on third week his health condition was very bad, so he did not come to sing. Mr. Singhania terminated the contract. State in the light of provisions of the Indian Contract Act, 1872:-

- (a) Can Mr. Singhania terminate the contract with Mr. Sonu?
- (b) What would be your answer in case Mr. Sonu turns up in fourth week and Mr. Singhania allows him to perform without saying anything?
- (c) What would be your answer in case Mr. Sonu sends Mr. Mika on his place in third week and Mr. Singhania allows him to perform without saying anything?
6. "An anticipatory breach of contract is a breach of contract occurring before the time fixed for performance has arrived". Discuss stating also the effect of anticipatory breach on contracts.
7. AB Cloth House, a firm dealing with the wholesale and retail buying and selling of various kinds of clothes, customized as per the requirement of the customers. They dealt with Silk, Organdie, cotton, khadi, chiffon and many other different varieties of cloth.

Mrs. Reema, a customer came to the shop and asked for specific type of cloth suitable for making a saree for her daughter's wedding. She specifically mentioned that she required cotton silk cloth which is best suited for the purpose.

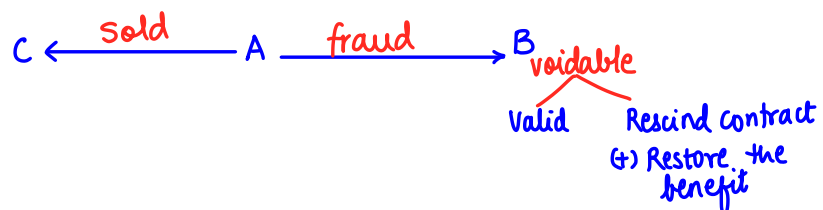
The Shop owner agreed and arranged the cloth pieces cut into as per the buyers' requirements.

When Reema went to the tailor for getting the saree stitched, she found that seller has supplied her cotton organdie material, cloth was not suitable for the said purpose. It has heavily starched and not suitable for making the saree that Reema desired for. The Tailor asked Reema to return the cotton organdie cloth as it would not meet his requirements.

The Shop owner refused to return the cloth on the plea that it was cut to specific requirements of Mrs. Reema and hence could not be resold.

With reference to the doctrine of 'Caveat Emptor' explain the duty of the buyer as well as the seller. Also explain whether Mrs. Reema would be able to get the money back or the right kind of cloth as per the requirement?

8. A went to B's shop and selected some jewellery. He falsely represented himself to be a man of credit and thereby persuaded B to take the payment by cheque. He further requested him to hand over the particular type of ring immediately. On the due date, when the seller, B presented the cheque for payment, the cheque was found to be dishonoured. Before B could avoid the contract on the ground of fraud by A, he had sold the ring to C. C had taken the ring in good faith and without any notice of the fact that the goods with A were under a voidable contract. Discuss if such a sale made by non-owner is valid or not as per the provisions of Sale of Goods Act, 1930?



9. Classify the following transactions according to the types of goods they are:
- (i) A wholesaler of cotton has 100 bales in his godown. He agrees to sell 50 bales and these bales were selected and set aside.
  - (ii) A agrees to sell to B one packet of sugar out of the lot of <sup>unascertained goods</sup> one hundred packets lying in his shop.
  - (iii) T agrees to sell to S all the apples which will be produced in his garden this year.
10. Certain goods were sold by sample by A to B, who in turn sold the same goods by sample to C and C by sample sold the goods to D. The goods were not according to the sample. Therefore, D who found the deviation of the goods from the sample rejected the goods and gave a notice to C. C sued B and B sued A. Advise B and C under the Sale of Goods Act, 1930.
11. Sohan, Rohan and Jay were partners in a firm. The firm is dealer in office furniture. They have regular dealings with M/s AB and Co. for the supply of furniture for their business. On 30<sup>th</sup> June 2018, one of the partners, Mr. Jay died in a road accident. The firm has ordered M/s AB and Co. to supply the furniture for their business on 25 May 2018, when Jay was also alive.
- Now Sohan and Rohan continue the business in the firm's name after Jay's death. The firm did not give any notice about Jay's death to the public or the persons dealing with the firm. M/s AB and Co. delivered the furniture to the firm on 25 July 2018. The fact about Jay's death was known to them at the time of delivery of goods. Afterwards the firm became insolvent and failed to pay the price of furniture to M/s AB and Co. Now M/s AB and Co. has filed a case against the firm for recovery of the price of furniture. With reference to the provisions of Indian Partnership Act, 1932, explain whether Jay's private estate is also liable for the price of furniture purchased by the firm?
12. Moni and Tony were partners in the firm M/s MOTO & Company. They admitted Sony as partner in the firm and he is actively engaged in day-to-day activities of the firm. There is a tradition in the firm that all active partners will get a monthly remuneration of ₹ 20,000 but no express agreement was there. After admission of Sony in the firm, Moni and Tony were continuing getting salary from the firm but no salary was given to Sony from the firm. Sony claimed his remuneration but denied by existing partners by saying that there was no express agreement for that. Whether under the Indian Partnership Act, 1932, Sony can claim remuneration from the firm?
13. M/s XYZ & Company is a partnership firm. The firm is an unregistered firm. <sup>Debtor</sup> The firm has purchased some iron rods from another partnership firm M/s LMN & Company which is also an unregistered firm. M/s XYZ & Company could not pay the price within the time as <sup>creditor</sup>

decided. M/s LMN & Company has filed the suit against M/s XYZ & Company for recovery of price. State under the provisions of the Indian Partnership Act, 1932;

- (a) Whether M/s LMN & Company can file the suit against M/s XYZ & Company?
- (b) What would be your answer, in case M/s XYZ & Company is a registered firm while M/s LMN & Company is an unregistered firm?
- (c) What would be your answer, in case M/s XYZ & Company is an unregistered firm while M/s LMN & Company is a registered firm?

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

15. Jagannath Oils Limited is a public company and having 220 members. Of which 25 members were employee in the company during the period 1<sup>st</sup> April 2006 to 28<sup>th</sup> June 2016. They were allotted shares in Jagannath Oils Limited first time on 1<sup>st</sup> July 2007 which were sold by them on 1<sup>st</sup> August 2016. After some time, on 1<sup>st</sup> December 2016, each of those 25 members acquired shares in Jagannath Oils Limited which they are holding till date. Now company wants to convert itself into a private company. State with reasons:

- (a) Whether Jagannath Oils Limited is required to reduce the number of members.
- (b) Would your answer be different if above 25 members were the employee in Jagannath Oils Limited for the period from 1<sup>st</sup> April 2006 to 28<sup>th</sup> June 2017?

16. A, B and C has decided to set up a new club with name of ABC club having objects to promote welfare of Christian society. They planned to do charitable work or social activity for promoting the art work of economically weaker section of Christian society. The company obtained the status of section 8 company and started operating from 1<sup>st</sup> April, 2017 onwards.

However, on 30<sup>th</sup> September 2019, it was observed that ABC club was violating the objects of its objective clause due to which it was granted the status of section 8 Company under the Companies Act 2013.

Discuss what powers can be exercised by the central government against ABC club, in such a case?

17. An employee Mr. Karan signed a contract with his employer company ABC Limited that he will not solicit the customers after leaving the employment from the company.

But after Mr. Karan left ABC Limited, he started up his own company PQR Limited and he started soliciting the customers of ABC Limited for his own business purposes.

ABC Limited filed a case against Mr. Karan for breach of the employment contract and for soliciting their customers for own business. Mr. Karan contended that there is corporate veil between him, and his company and he should not be personally held liable for this.

In this context, the company ABC Limited seek your advice as to the meaning of corporate veil and when the veil can be lifted to make the owners liable for the acts done by a company?

**SUGGESTED ANSWERS**

1. According to Section 24 of the Indian Contract Act, 1872, in an agreement, where some part of the object is legal and the other part is illegal, the question arises about the validity and enforceability of such agreements. Where the legal and illegal part can be severed and divided, and separated, lawful part of object is enforceable, and the unlawful part of the object is void.
- Handwritten notes:* Agreement void, if consideration and object is unlawful in part (pointing to Section 24); separated (pointing to 'severed and divided')

In the given case, A sells the house to B, is a valid transaction as the sale of house and consideration paid for the same i.e. ₹10,00,000 is valid and enforceable. However, the agreement to pay ₹ 50,000 for gambling done in the house is illegal and thus void.

Hence, in the instant case, sale of house agreement is valid agreement and gambling agreement is illegal and not enforceable by law.

2. As per Section 73 to 75 of Indian Contract Act, 1872, Damage means a sum of money claimed or awarded in compensation for a loss or an injury. Whenever a party commits a breach, the aggrieved party can claim the compensation for the loss so suffered by him. General damages are those which arise naturally in the usual course of things from the breach itself. (Hadley Vs Baxendale). Therefore, when breach is committed by a party, the defendant shall be held liable for all such losses that naturally arise in the usual course of business. Such damages are called ordinary damages. However, special damages are those which arise in unusual circumstances affecting the aggrieved party and such damages are recoverable only when the special circumstances were brought to the knowledge of the defendant. If no special notice is given, then the aggrieved party can only claim the ordinary damages.
- Handwritten notes:* meaning of damage (pointing to 'Damage'); meaning of ordinary damages (pointing to 'ordinary damages'); meaning of special damages (pointing to 'special damages')

In the given case, Seema was to earn an exceptional profit out of the sales made at the exhibition, however she never informed about it to the railway authorities. Since the goods were delivered after the conclusion of the exhibition, therefore Seema can recover only the losses arising in the ordinary course of business. Since no notice about special circumstances was given to railways authorities, she could not recover the loss of profits.

*Handwritten note:* i.e. ordinary damages (pointing to 'ordinary course of business')

Case law -  
Madras Railway Co  
v  
Govinda Rau

3. Section 16 of Indian Contract Act, 1872 provides that a contract is said to be induced by "undue influence" where the relations subsisting between the parties are such that one of the parties is in a position to dominate the will of the other and uses that position to obtain an unfair advantage over the other.

Further, a person is deemed to be in a position to dominate the will of another—

- where he holds a real or apparent authority over the other, or
- where he stands in a fiduciary relation to the other; or
- where he makes a contract with a person whose mental capacity is temporarily or permanently affected by reason of age, illness, or mental or bodily distress.]

Section 19A provides that when consent to an agreement is caused by undue influence, the agreement is a contract voidable at the option of the party whose consent was so caused. Any such contract may be set aside either absolutely or, if the party who was entitled to avoid it has received any benefit thereunder, upon such terms and conditions as to the Court may seem just.]

From the facts of the case, Chandan signed the promissory note under undue influence applied by doctor. Hence, Dr. Jhunjhunwala cannot recover the amount of promissory note but can claim his normal consultation fee from Chandan.

invitation to offer = circulation of offer = Comes before a definite offer = induces offer from other party

An invitation to offer is different from offer. Quotations, menu cards, price tags, advertisements in newspaper for sale are not offer. These are merely invitations to public to make an offer. An invitation to offer is an act precedent to making an offer. Acceptance of an invitation to an offer does not result in the contract and only an offer emerges in the process of negotiation. But there is an exception to above provisions. When advertisement in newspaper is made for reward, it is the general offer to public.

On the basis of above provisions and facts, it can be said that as advertisement made by Mr. Aseem to find lost car is an offer, he is liable to pay ₹ 10,000 to Mr. Vikram.

- offer = Definite = Can be accepted/ rejected immediately
5. According to Section 40 of the Indian Contract Act, 1872, if it appears from the nature of the case that it was the intention of the parties to any contract that any promise contained in it should be performed by the promisor himself, such promise must be performed by the promisor. Section 41 provides that when a promisee accepts performance of the promise from a third person, he cannot afterwards enforce it against the promisor.

Therefore, in the instant case,

- As Mr. Sonu could not perform as per the contract, Mr. Singhania can repudiate the contract.

- (b) In the second situation, as Mr. Singhania allowed Mr. Sonu to perform in the fourth week without saying anything, by conduct, Mr. Singhania had given his assent to continue the contract. Mr. Singhania cannot terminate the contract however he can claim damages from Mr. Sonu. *→ (for his absence in the 3<sup>rd</sup> week)*
- (c) In case Mr. Singhania allows Mr. Mika to perform in the third week without saying anything, by conduct, Mr. Singhania had given his assent for performance by third party. *★* Now Mr. Singhania cannot terminate the contract nor can claim any damages from Mr. Sonu.

6. An anticipatory breach of contract is a breach of contract occurring before the time fixed for performance has arrived. When the promisor refuses altogether to perform his promise and signifies his unwillingness even before the time for performance has arrived, it is called Anticipatory Breach. The law in this regard has very well summed up in *Frost v. Knight* and *Hochster v. DelaTour*:

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

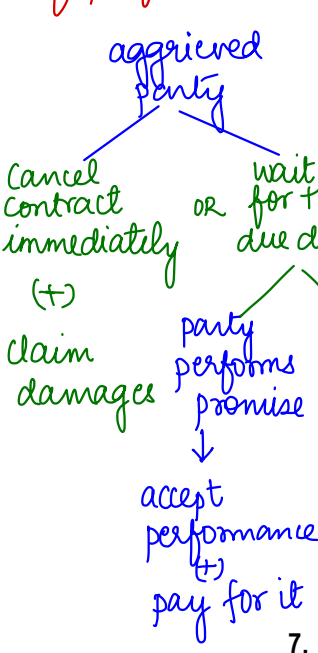
**Effect of anticipatory breach:** The promisee is excused from performance or from further performance. Further he gets an option:

- (1) To either treat the contract as "rescinded and sue the other party for damages from breach of contract immediately without waiting until the due date of performance; or
- (2) He may elect not to rescind but to treat the contract as still operative and wait for the time of performance and then hold the other party responsible for the consequences of non-performance. But in this case, he will keep the contract alive for the benefit of the other party as well as his own, and the guilty party, if he so decides on re-consideration, may still perform his part of the contract and can also take advantage of any supervening impossibility which may have the effect of discharging the contract.

7. **Duty of the buyer according to the doctrine of "Caveat Emptor":** In case of sale of goods, the doctrine 'Caveat Emptor' means 'let the buyer beware'. When sellers display their goods in the open market, it is for the buyers to make a proper selection or choice of the goods. If the goods turn out to be defective, he cannot hold the seller liable. The seller is in no way responsible for the bad selection of the buyer. The seller is not bound to disclose the defects in the goods which he is selling.

**Duty of the seller according to the doctrine of "Caveat Emptor":** The following exceptions to the Caveat Emptor are the duties of the seller:

*Anticipatory Breach*  
↓  
*Before the due dt of performance*



*Meaning of Caveat Emptor →*

8  
 Exceptions to 'caveat Emptor'

- (i) Fitness as to quality or use
- (ii) Goods purchased under patent or brand name
- (iii) Goods sold by description
- (iv) Goods of Merchantable Quality
- (v) Sale by sample
- (vi) Goods by sample as well as description
- (vii) Trade usage
- (viii) Seller actively conceals a defect or is guilty of fraud

Based on the above provision and facts given in the question, it can be concluded that Mrs. Reema is entitled to get the money back or the right kind of cloth as required serving her purpose. It is the duty of the seller to supply such goods as are reasonably fit for the purpose mentioned by buyer. [Section 16(1) of the Sale of Goods Act, 1930].

Provisions

8. Section 27 of Sale of Goods Act, 1930 states that no man can sell the goods and give a good title unless he is the owner of the goods. However, there are certain exceptions to this rule of transfer of title of goods.

One of the exceptions is sale by person in possession under a voidable contract (Section 29 of Sale of Goods Act, 1930)

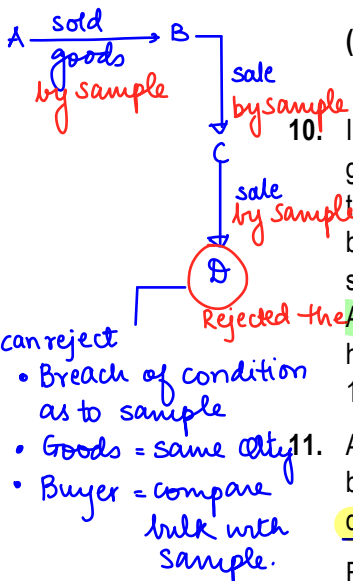
- 1. If a person has possession of goods under a voidable contract.
- 2. The contract has not been rescinded or avoided so far
- 3. The person having possession sells it to a buyer
- 4. The buyer acts in good faith
- 5. The buyer has no knowledge that the seller has no right to sell.

Then, such a sale by a person who has possession of goods under a voidable contract shall amount to a valid sale and the buyer gets the better title.

Facts of the case

Based on the provisions [Mr. A is in possession of the ring under a voidable contract as per provisions of Indian Contract Act, 1872. Also, B has not rescinded or avoided the contract, Mr. A is in possession of the ring and he sells it new buyer Mr. C who acts in good faith and has no knowledge that A is not the real owner] [Since all the conditions of Section 29 of Sale of Goods Act, 1930 are fulfilled, therefore sale of ring made by Mr. A to Mr. C is a valid sale.] *Analysis + Conclusion*

9. (i) A wholesaler of cotton has 100 bales in his godown. So, the goods are existing goods. He agrees to sell 50 bales and these bales were selected and set aside. On selection, the goods become ascertained. In this case, the contract is for the sale of ascertained goods, as the cotton bales to be sold are identified and agreed after the formation of the contract.
- (ii) If A agrees to sell to B one packet of sugar out of the lot of one hundred packets lying in his shop, it is a sale of existing but unascertained goods because it is not known which packet is to be delivered.
- (iii) T agrees to sell to S all the apples which will be produced in his garden this year. It is contract of sale of future goods, amounting to 'an agreement to sell.'



10. In the instant case, D who noticed the deviation of goods from the sample can reject the goods and treat it as a breach of implied condition as to sample which provides that when the goods are sold by sample the goods must correspond to the sample in quality and the buyer should be given reasonable time and opportunity of comparing the bulk with the sample. Whereas C can recover only damages from B and B can recover damages from A. For D and B it will not be treated as a breach of implied condition as to sample as they have accepted and sold the goods according to Section 13(2) of the Sales of Goods Act, 1930.

11. According to Section 35 of the Indian Partnership Act, 1932, where under a contract between the partners the firm is not dissolved by the death of a partner, the estate of a deceased partner is not liable for any act of the firm done after his death.

Further, in order that the estate of the deceased partner may be absolved from liability for the future obligations of the firm, it is not necessary to give any notice either to the public or the persons having dealings with the firm.

In the light of the facts of the case and provisions of law, since the delivery of furniture was made after Jay's death, his estate would not be liable for the debt of the firm. A suit for goods sold and delivered would not lie against the representatives of the deceased partner.

This is because there was no debt due in respect of the goods in Jay's lifetime. He was already dead when the delivery of goods was made to the firm and also it is not necessary to give any notice either to the public or the persons having dealings with the firm on a death of a partner (Section 35). So, the estate of the deceased partner may be absolved from liability for the future obligations of the firm.

12. By virtue of provisions of Section 13(a) of the Indian Partnership Act, 1932 a partner is not entitled to receive remuneration for taking part in the conduct of the business. But this rule can always be varied by an express agreement, or by a course of dealings, in which event the partner will be entitled to remuneration. Thus, a partner can claim remuneration even

in the absence of a contract, when such remuneration is payable under the continued usage of the firm. In other words, where it is customary to pay remuneration to a partner for conducting the business of the firm, he can claim it even in the absence of a contract for the payment of the same.

In the given problem, existing partners are getting regularly a monthly remuneration from firm customarily being working partners of the firm. As Sony also admitted as working partner of the firm, he is entitled to get remuneration like other partners.

13. According to provisions of Section 69 of the Indian Partnership Act, 1932 an unregistered firm cannot file a suit against a third party to enforce any right arising from contract, e.g., for the recovery of the price of goods supplied. But this section does not prohibit a third party to file suit against the unregistered firm or its partners.

(a) On the basis of above, M/s LMN & Company cannot file the suit against M/s XYZ & Company as M/s LMN & Company is an unregistered firm.

(b) In case M/s XYZ & Company is a registered firm while M/s LMN & Company is an unregistered firm, the answer would remain same as in point a) above.

(c) In case M/s LMN & Company is a registered firm, it can file the suit against M/s XYZ & Company.

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

**Limited Liability:** Every partner of a LLP is, for the purpose of the business of LLP, the agent of the LLP, but not of other partners (Section 26 of the LLP Act, 2008). The liability of the partners will be limited to their agreed contribution in the LLP, while the LLP itself will be liable for the full extent of its assets.

**Flexibility of a partnership:** The LLP allows its members the flexibility of organizing their internal structure as a partnership based on a mutually arrived agreement. The LLP form enables entrepreneurs, professionals and enterprises providing services of any kind or engaged in scientific and technical disciplines, to form commercially efficient vehicles suited to their requirements. Owing to flexibility in its structure and operation, the LLP is a suitable vehicle for small enterprises and for investment by venture capital.

15. According to Section 2(68) of Companies Act, 2013, "Private company" means a company having a minimum paid-up share capital as may be prescribed, and which by its articles,—

(i) restricts the right to transfer its shares;

(ii) except in case of One Person Company, limits the number of its members to two hundred:

*Firm can file a case only if it is registered at the time of filing the case*

*Step 1  
Define private company*

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

Provided further that—

- (A) persons who are in the employment of the company; and
  - (B) persons who, having been formerly in the employment of the company, were members of the company while in that employment and have continued to be members after the employment ceased,
- shall not be included in the number of members; and

(iii) prohibits any invitation to the public to subscribe for any securities of the company;

(a) Following the provisions of Section 2(68), 25 members were employees of the company but not during present membership which was started from 1st December 2016 i.e. after the date on which these 25 members were ceased to be employee in Jagannath Oils Limited. Hence, they will be considered as members for the purpose of the limit of 200 members. The company is required to reduce the number of members before converting it into a private company.

(b) On the other hand, if those 25 members were ceased to be employee on 28<sup>th</sup> June 2017, they were employee at the time of getting present membership. Hence, they will not be counted as members for the purpose of the limit of 200 members and the total number of members for the purpose of this sub-section will be 195. Therefore, Jagannath Oils Limited is not required to reduce the number of members before converting it into a private company.

(220-25)

←

Meaning of S8 Company

16. [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, education, sports etc. Such company intends to apply its profit in promoting its objects. Section 8 companies are registered by the Registrar only when a license is issued by the Central Government to them.]

Since ABC Club was a Section 8 company and it was observed on 30<sup>th</sup> September, 2019 that it had started violating the objects of its objective clause. Hence in such a situation the following powers can be exercised by the Central Government:

- a) (i) [The Central Government may by order revoke the licence of the company where the company contravenes any of the requirements or the conditions of this sections subject to which a licence is issued or where the affairs of the company are conducted fraudulently, or violative of the objects of the company or prejudicial to public interest, and on revocation the Registrar shall put 'Limited' or 'Private Limited' against the company's name in the register.]
- b) [But before such revocation, the Central Government

c)

must give it a written notice of its intention to revoke the licence and opportunity to be heard in the matter.

- (ii) Where a licence is revoked, the Central Government may, by order, if it is satisfied that it is essential in the public interest, direct that the company be wound up under this Act or amalgamated with another company registered under this section. However, no such order shall be made unless the company is given a reasonable opportunity of being heard.

CG is satisfied that it is essential in public interest

having similar objects

wound up OR

amalgamated with another Co with similar objects

(repeat)

~~Where a licence is revoked and where the Central Government is satisfied that it is essential in the public interest that the company registered under this section should be amalgamated with another company registered under this section and having similar objects, then, notwithstanding anything to the contrary contained in this Act, the Central Government may, by order, provide for such amalgamation to form a single company with such constitution, properties, powers, rights, interest, authorities and privileges and with such liabilities, duties and obligations as may be specified in the order.~~

meaning of corporate veil

17. **Corporate Veil:** Corporate Veil refers to a legal concept whereby the company is identified separately from the members of the company.

liability of Co = liability of Co only NOT members

- (2) The term Corporate Veil refers to the concept that members of a company are shielded from liability connected to the company's actions. If the company incurs any debts or contravenes any laws, the corporate veil concept implies that members should not be liable for those errors. In other words, they enjoy corporate insulation.

Thus, the shareholders are protected from the acts of the company.

Lifting of corporate veil

However, under certain exceptional circumstances the courts lift or pierce the corporate veil by ignoring the separate entity of the company and the promoters and other persons who have managed and controlled the affairs of the company. Thus, when the corporate veil is lifted by the courts, the promoters and persons exercising control over the affairs of the company are held personally liable for the acts and debts of the company.

Circumstances where corporate veil is lifted

The following are the cases where company law disregards the principle of corporate personality or the principle that the company is a legal entity distinct and separate from its shareholders or members:

- (i) To determine the character of the company i.e. to find out whether co-enemy or friend.
- (ii) To protect revenue/tax
- (iii) To avoid a legal obligation
- (iv) Formation of subsidiaries to act as agents

(v) Company formed for fraud/improper conduct or to defeat law



Based on the above provisions and leading case law of *Gifford Motor Co. Vs Horne*, the company PQR Limited was created to avoid the legal obligation arising out of the contract, therefore that employee Mr. Karan and the company PQR Limited created by him should be treated as one and thus veil between the company and that person shall be lifted. Karan has formed the only for fraud/improper conduct or to defeat the law. Hence, he shall be personally held liable for the acts of the company.

**SECTION -B: BUSINESS CORRESPONDENCE AND REPORTING  
QUESTIONS**

**Part A**

**Chapter-1 Communication**

1. Explain any two characteristics of effective communication.
2. Write a short note on Cultural barriers in effective communication.

**Part-B**

**Chapter-2 Sentence Types, Active-Passive Voice and Direct-Indirect Speech**

1. Change the following sentences from passive voice to active voice.
  - a. President Kennedy was killed by Lee Harvey Oswald.
  - b. My wallet has been stolen.
  - c. A story is being written by me.
2. Change the following sentences from indirect to direct speech.
  - a. Father told Pankaj that he would not give him pocket money.
  - b. My friend said that he had been to England thrice.
  - c. Ankit said that he would be using the bike next Monday.
  - d. The teacher instructed Rehman to stand up right then.

**Chapter-3 Vocabulary**

1. Choose the similar meaning of the words given. (Synonyms)
  1. FOSTERING
    - a. Safeguarding
    - b. Neglecting
    - c. Ignoring
    - d. Nurturing
  2. EMPIRICAL
    - a. Spiritual
    - b. Royal

- c. Practical
  - d. Theoretical
3. DELIGHTFUL
- a. Colourful
  - b. Funny
  - c. Hidden
  - d. Charming
4. CREDENTIALS
- a. unreliable
  - b. trustworthiness
  - c. principles
  - d. capacity
2. Choose the correct meaning of the idioms given below.
- a. To cry wolf
    - (i) To refer to
    - (ii) To emphasize
    - (iii) To have no result
    - (iv) To give false alarm
  - b. To end in smoke
    - (i) To come to nothing
    - (ii) To gain importance
    - (iii) To praise oneself
    - (iv) To reach target
  - c. Come rain or sunshine
    - (i) No matter what
    - (ii) Let it rain
    - (iii) In happy times

- (iv) Forbidden area
- d. To come clean
  - (i) Cleaning a place
  - (ii) No idea about an incident
  - (iii) To make an honest disclosure
  - (iv) To deny the crime

### **Part-C**

#### **Chapter-4**

1. Read the following passage carefully and answer the questions that follow.

The Indian youth is accused of being impatient, indisciplined, disrespectful to the elders and irresponsible towards society and authority. It was felt that to curb these tendencies the youth required to be motivated in nation-building activities and made responsive to the social concerns.

For this purpose, National Service Scheme (NSS) was introduced in 1969. Its main aim was to involve the students of the colleges and +2 level on voluntary and selective basis in programmes of social services and developmental activities. Gradually it was adopted by all the states and union territories. Today it covers more than 5000 colleges all over the country. Under this scheme, rural and slum reconstruction, repair of roads, school buildings, ponds, tanks, plantation of trees, environment protection, health and family planning and education of adults and women are undertaken. The NSS students aid local authorities in implementing various relief and rehabilitation schemes. In the times of natural calamities like famines, floods, droughts, epidemics and earthquakes volunteers helped by NSS students play a very positive and constructive role. It instills in them the spirit of social service and the sense of responsibility.

The tribal youth are given vocational training under a special scheme to enable them to become self-employed. Then, there are youth hostels set up all over the country to provide cheap accommodation to the youth to inspire them into undertaking educational tours and excursions to visit the cultural and historic sites to revisit our glorious past. 446 Nehru Yuvak Kendras strewn around the country provide vocational training to non-student rural youth and improve their personality. 'Bharat Scouts and Guides' and 'All India Boy Scouts Association' are teaching Indian youth the importance of loyalty and goodwill for others under International scouting and guiding movement.

**Questions**

1. What is Indian youth accused of?
  2. What scheme was introduced to involve students in social service and developmental activities?
  3. What works are undertaken under the NSS?
  4. For what purpose are youth hostels with cheap accommodation are set up?
  5. What is the tone of the author? A) Callous B) Informative C) Derogatory D) Ironic
  6. What is being done for the tribal youth of the country?
2. Read the given passage carefully and answer the questions that follow.

**U.N.O.**

In the year of 1945, United Nations Organization (UNO) came into being as the successor of League of Nations. It began with fifty nations as its members but now it has 193 member nations accounting for almost all the countries of entire earth except Switzerland. The nations are the members of the UN General Assembly, the world body's chief deliberate organ. All the other wings are answerable to it through annual and special periodical reports submitted for its consideration. The General Assembly, discusses the reports and gives its approvals, elects General Secretary and the judges of the International Court of Justice, admits new members to the Assembly, and also elects the non-permanent members of various councils. There are Economic and Social Council, The Trusteeship Council besides the International Court, General Assembly and the Security Council. The General Secretary is the Chief Administrative Office of the world body who heads the UN Secretariat. He presides over the General Assembly meetings and those of other organs of U.N.

In addition to the above main organs, the UNO has several other specialized agencies like ILO (International Labour Organization), UNESCO (United Nations Educational, Scientific and Cultural Organization), UNCTAD (United Nations Council for Trade And Development), WHO (World Health Organization), etc. These agencies help the parent body in working out agreements on various- related matters to them and in achieving different objectives and goals. WHO, for example, plans steps to achieve the highest possible level of good health of the entire human population of the Earth.

**Questions**

1. How many members the General Assembly of UNO has at present?
2. Which country is not the member of the UNO?

3. How are other wings answerable to General Assembly?
4. What is the function of General Secretary?
5. State the plan of WHO.
6. List three functions/responsibilities of the General Assembly.

### **Chapter-5**

1. Read the following passage carefully. (i) Make notes, using headings, sub-headings and using abbreviations wherever necessary. (ii) Give a suitable title (ii) Write summary.

Good decoration reflects the personality of the people who live in the home. It should, first of all, be distinctive, just as each person is distinctive. A home should have unity not only within each room but also throughout the house. Rooms should, to some degree, harmonize with each other. The colour and styling of each room, particularly, should fit into the colour and styling of the rooms which run out of it.

Attractive home furnishings set the stage for pleasant living. If they are an expression of yourself, you will have a feeling of satisfaction every time you enter your home, and friends will share your enjoyment.

However, furnishings and surroundings expressive of just the right note of restfulness, gay informality, or elegant simplicity are not often assembled by accident. Even enthusiasm alone is not enough. For most home decorators, it takes poring over plans, trying colour schemes, finding ingenious ways to make the best of what you have, and shopping around to search out just the right purchases at prices you can afford to pay. But there is keen pleasure in striving for the perfect result, and great satisfaction in achieving it.

A successful house and successful rooms will depend upon the proper relationship of each element in it to the others and to the whole. Therefore, in selecting each piece it is well to consider the background, the usage, the draperies, the floor covering, the upholstering materials, the woods, shapes, colour scheme, and the "feeling" you prefer for the room.

Work and plan to enjoy your house. Limit the expenditures of time, effort and money to the extent of your abilities, so that just running the house doesn't dominate your life. Elegance and delicate things may be a drain you can afford only in a limited way. If you can't afford outside help, select a house and furnishings that require less care. Plan your activities so that tumult and upset are limited to a few rooms—an activity room or a bedroom, or a corner of the dining room.

You'll get more pleasure out of a house if you have a hobby connected with it—collecting glass or antiques, gardening or indoor flower growing ceramics, art, cooking, decorating, flower arrangements, etc. And you'll get more satisfaction and a great deal of help from studying household activities.

You can select a pleasing combination of colours from a wallpaper, a fabric, an oriental rug, a flower or scene, or even a picture in a magazine. If you don't already have the furniture or rugs, it is a good idea to make up a colour scheme in this way. Let one colour predominate. Limit a colour scheme to two or three colours, with white or grey tones.

### **Chapter-7 Précis Writing**

Write a précis and give an appropriate title to the passage given below.

1. Home is for the young, who knows nothing of the world and who would be forlorn and sad, if thrown upon it. It is a providential, shelter of the weak and inexperienced, who must learn yet to cope with the temptations which lies outside of it. It is the place of training of those who are not only ignorant, but have not yet learnt how to learn, and who must be taught by careful individual trial, how to set about profiting by the lessons of teacher. And it is the school of elementary studies—not of advances, for such studies alone can make master minds. Moreover, it is the shrine of our best affections, the bosom of our fondest recollections, at spell upon us after life, a stay for world weary mind and soul; wherever we are, till the end comes. Such are attributes or offices of home, and like to these, in one or other sense or measure, are the attributes and offices of a college in a university.
2. When we survey our lives and efforts, we soon observe that almost the whole of our actions and desires are bound up with the existence of other human beings. We notice that whole nature resembles that of the social animals. We eat food that others have produced, wear clothes that others have made, live in houses that others have built. The greater part of our knowledge and beliefs has been passed on to us by other people though the medium of a language which others have created. Without language and mental capacities, we would have been poor indeed comparable to higher animals. We have, therefore, to admit that we owe our principal knowledge over the least to the fact of living in human society. The individual if left alone from birth would remain primitive and beast like in his thoughts and feelings to a degree that we can hardly imagine. The individual is what he is and has the significance that he has, not much in virtue of the individuality, but rather as a member of a great human community, which directs his material and spiritual existence from the cradle to grave.

### **Chapter-8 Article Writing**

1. Write an article on the following topics in not more than 200-250 words.
  - a. Should board exams be online in India?
  - b. Impact of election campaigns on public

### **Chapter-9 Report Writing**

1. Write a report on the following topics.
  - a. A newspaper report about a demolition drive by the city municipal corporation against illegal constructions.

- b. You are the Finance head of a sports academy. Write a formal report stating details of expenditure made in the last financial year towards purchase of sports equipment.

#### **Chapter-10 Formal letters and Official Communication**

1. Lalit/Lalita Dubey manage the supply of books in the school library. Write a letter for placing the order for the books to the Vikas Publishing House Ltd. Prepare a list of at least 5 books.
2. Write a letter to the customer service manager of Ganesh Electronics Pvt. Ltd. complaining about a defect in the music system purchased from the store. Sign yourself as Gauri/Gaurav.

#### **Chapter-11 Writing formal mails**

1. On behalf of your CA firm, write a formal mail to all your clients requesting them to provide all the necessary information, needed for filling of IT returns. State that details should be sent well in time, before the last date i.e 31<sup>st</sup> July, 2021. Sign yourself as partner of the firm.

#### **Chapter-12 Resume Writing**

1. You are Radhika/Ramesh Jaiswal, English teacher. Draft your resume to apply for job in school along with a cover letter.
2. You are Sagar Gupta, HR Head of ABC Limited. Draft a formal e-mail offering a job to the candidate, Mr. Shivan Sethi who has been selected for the position of Associate Consultant in your office.

#### **Chapter-13 Meetings**

1. Write 'Minutes of the Meeting' for a meeting conducted to discuss the launch of a toothpaste.
2. Write the 'Minutes of the Meeting' for a meeting organized to discuss the problems faced by the Washing Machine in the market that requires change now.

### **ANSWERS**

#### **Part A**

##### **Chapter-1 Communication**

1. The two characteristics of effective communication are as follows-
  - a. **Coherence:** Coherence in writing and speech refers to the logical bridge between words, sentences, and paragraphs. The key to coherence is sequentially organised and logically presented information, which is easily understood.

- b. **Completeness:** A complete communication conveys all facts and information required by the recipient. It keeps in mind the receiver's intellect and attitude and conveys the message accordingly.
2. **Cultural barriers:** Cultural barriers refer to obstacles one faces with respect to diversity in culture. These arise from language, religion, community, ethnicity etc. Due to cultural differences, words, signs, symbols may be interpreted in a different way and may lead to miscommunication.

Within an organization also, cultural ideologies can be different across verticals and divisions which might lead to a wrong message being conveyed. Moreover, gestures, protocols within family groups and friends also might be mistaken.

### Part-B

#### Chapter-2 Sentence Types, Active-Passive Voice and Direct-Indirect Speech

1. a. Lee Harvey Oswald killed President Kennedy.  
b. My wallet has been stolen.  
c. I am writing a story.
2. a. Father said to Pankaj, 'I will not give you pocket money.'  
b. My friend said, 'I have been to England thrice.'  
c. Ankit said, 'I'll be using the bike next Monday.'  
d. The teacher said to Rehman, 'Stand up right now.'

#### Chapter-3 Vocabulary

1. 1. d      2. c      3. d      4. b  
2. a. iv      b. i.      c. i      d. iii

### Part-C

#### Chapter-4

1. 1. The Indian youth are blamed for impatience, indiscipline, disrespectful to the elders and irresponsible towards society and authorities.  
2. National Service Scheme (NSS) was introduced to involve students in social service and development activities.  
3. Under this scheme, reconstruction in rural and slum areas, repair of roads, school buildings, tanks, village ponds, tree plantation, environment protection, health and

family planning, adult education and rendering help during natural calamities are undertaken.

4. Youth hostels are set up to provide cheap accommodation and to encourage students to set out on educational tours and visit the places of historic or cultural importance.
  5. (B) Informative
  6. The tribal youth are given vocational training under a special scheme to enable them to become self-employed
- 2.
1. The General Assembly of UNO has 193 members at present.
  2. Switzerland is not the member of the UNO.
  3. All other wings are answerable to General Assembly through annual and special periodical reports submitted for its consideration.
  4. The General Secretary is the Chief Administrative Officer of the world body who heads the UN Secretariat.
  5. WHO plans steps to achieve the highest possible level of good health of the entire human population of the Earth.
  6. Functions of General Assembly:
    - (a) discusses the reports and gives its approvals,
    - (b) elects General Secretary and the judges of the International Court of Justice,
    - (c) admits new members to the Assembly, and also elects the non-permanent members of various councils.

## **Chapter-5**

### **1. Decorating One's Home Notes:**

1. Home reflects personality of home-owner
  - 1.1 Unity & harmony bet. rooms
  - 1.2 Colour & styling sh'd match
2. Elements of decoration
  - 2.1 Colour schemes
  - 2.2 Draperies, rugs, upholstery, woods, shape
3. Plan to enjoy the House
  - 3.1 Limit time, effort & money

- 3.2 Select furnish'gs which require little care
- 3.3 Confine hectic activities to a few rooms
- 3.4 Hobby connected with house—great pleasure.
- 4. Choice of Colours
  - 4.1 One colour sh'd predominate
  - 4.2 One can expt with colours
  - 4.3 Calm colours for restfulness; intense for liveliness
  - 4.4 Colours sh'd harmonise with furniture, draperies, carpets

**Key Words:**

Furnish'gs: furnishings

Expt.: expect

Sh'd: should

Bet.; between

**Summary:**

The maintenance of the house reflects the personality of the people who live in it. So, the distinctive decoration is as important as one attire in good clothes. A unity in the home can only be seen if the rooms in the house have a degree of harmony, colour and styling. Furniture is a working strategy for the pleasant living. If there is an expression of oneself then one will have a mental satisfaction every time one enters one's home. To attain such satisfaction, one need to pore over plants, try colour schemes, window shopping to search the best thing for one's home.

**Chapter-7 Précis Writing**

**1. Learning begins from Home**

Home shelters the young who are weak and unexperienced and unable to face the temptations in life. It is a centre of their elementary education and a nursery of sweet affections and pleasant memories. Its magic lasts forever. A weary mind turns to it for rest. Such is the function of a home and in some measure of the university.

**2. 'Man: A social animal'**

Being social animals, human beings have their actions and desires bound up with society. In matter of food, clothes, knowledge and belief they are interdependent. They use language created by others. Without language their mental power would not grow. They

are superior to beast because they live in human society. An individual life left alone from birth would grow utterly beast like. So human society and not individuality guides man's material and spiritual existence.

## **Chapter-8 Article Writing**

### **1. Hints:**

#### **a.**

- Give appropriate title
- Difference between offline and online exams
- Pros and cons of offline as well as online exams
- Online exams can be blessings for some students
  - Less travelling
  - Cost effective
- Technical issues faced by students while online exams
  - Availability of internet
  - Availability of mobiles, laptops and computers
- Offline exams can be comfortable for everyone
- Offline exams are traditional method of examination
- Conclude with a vision – offline or online?

#### **b.**

- What are election campaigns?
- Importance of campaigning and how it is part of the process.
- Campaigns are strategized for more vote banks.
  - Thought process and team involved while planning
  - Strategies are constructed after a research and data analysis
  - Implementation of campaigns – efforts and vision
  - Involvement of media while campaigning
- Influence of campaigns on public

- Focus is vote
- Promised are made
- Vision of development is talked about
- Impact is on masses
- Attitude/Belief/thoughts moulded

### Chapter-9 Report Writing

#### 1. Hints:

##### a.

- Newspaper report writing format (Timeline, name of reporter) Heading to the news brief.
- Why is the demolition drive happening?
- Who has started it? What is the agenda? What are the consequences?
- What is the public reaction?

##### b.

- Formal report format
- To, From Date, Subject
- Summary
- Table of contents
- Discuss the details
- Conclusion

#### b) Formal Report

To: The Director, finance

From: Secretary , finance

Date: 9<sup>th</sup> March, 2022

Subject: Expenditure made towards sports equipment in the last financial year

Acknowledgements: I am deeply grateful to all my team members who helped me in formulating this detailed report. The expenditure and other related details have been recorded with precision.

Contents:

- 2) Need to buy new equipment

- 3) List of items purchased with cost
- 4) List of old items discarded
- 5) Current budget versus amount spent
- 6) Conclusion

Summary: With the advancement in sports and technology, we decided to allow our players to benefit from the new equipment bought and hence make a mark for themselves. This would not only bring a good name to our sports organization, but also make our country proud. In the light of this, few sports equipment have been purchased to keep our players abreast with new modern versions and enable them hone their skills.

Can be continued with a few tables mentioned and then the conclusion.

### **Chapter-10 Formal letters and Official Communication**

1. Army Public School  
Sector 12, AK Puram  
New Delhi- 110022

21 February 2021

Vikas Publishing House Ltd.

Darya Ganj, Central Delhi

New Delhi- 110002

Subject: Placing an order for books for the school library

Dear Sir,

As discussed over telephone, OR As per our telecon we would like to place an order for the following books for our school library.

English Grammar	Class 8 <sup>th</sup>	20 Copies
English Grammar	Class 9 <sup>th</sup>	30 Copies
Higher Mathematics	Class 11 <sup>th</sup>	10 Copies
Mathematics	Class 12 <sup>th</sup>	20 Copies
Diary of Anne Frank	Novel	15 Copies

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Kindly ensure that the books are of the latest edition and in proper state. It is a request to deliver these books latest by 5th April, 2022. Bills for the same shall be cleared at the time of delivery. Please offer a suitable discount on the purchase.

An early delivery would be appreciated.

Thanking you

Yours faithfully

Lalit/Lalita Dubey

Library Manager

2. H.No.78 Block-A

ABC colony, Janakpuri

New Delhi- 110085

11 February, 2022

Customer Service Manager

Ganesh Electronics Pvt. Ltd.

Rohini, New Delhi- 110085

Subject- Filing complaint for a defect in purchase no. MS-845/07/2020

Dear Sir,

I hereby write to complain regarding the defect in the music system with respect to bill no. MS-845/07/2020 purchased on 11 January 2021 from your store.

The music system worked properly for one month, but there seems to be some trouble for the last three days. The sound breaks whilst the songs are being played and the system hangs multiple times. Coupled with this, the songs stop playing abruptly and require the system to be restarted. Since the music system is still in the warranty period of six months, I wish to get it replaced at the earliest.

I request you to look into this matter without any delay and provide a new working music system of the same brand. I have enclosed a copy of the bill of purchase for your reference. Looking forward to your early response.

Thanking you

Yours truly,

Gauri

ABC Block,

Paschim Vihar,

New Delhi.

#### **Chapter-11 Writing formal mails**

1. Dear employees,

Greetings!

This is with respect to the filing of IT returns for which we request you to submit your details well in time. The last date for submission is 31<sup>st</sup> July, 2021. For the ease and benefit of our employees, we have made this announcement well in advance.

This is a mandatory process and we request our employees to kindly follow the guidelines and do the needful. Defaulters will face unpleasant consequences.

For any help regarding the matter, a help desk counter has been set up at the Reception area. You can also write to [helpdesk@itfilingxyz.com](mailto:helpdesk@itfilingxyz.com) for clarifications.

Looking forward to your kind cooperation.

With warm regards

Mr. ABC,

Partner

Sunshine and Bros.

**Chapter-12 Resume Writing**

**1. Cover Letter:**

H- 20, 1<sup>st</sup> Floor,  
Janakpuri, Delhi  
25 February 2022

The Principal  
RST International School  
Rajouri Garden,  
New Delhi

Dear Ma'am/Sir,

Subject: Application for the post of PRT/TGT English Teacher

It gives me immense pleasure to share my resume with you for position of PRT/TGT English at your esteemed organization/school.

I hold a Master's degree in English and have more than three years of experience in teaching. My strong interest of working has motivated me to apply for your organization. I have a versatile experience of working with an International school and a branch of one of the top schools of Delhi NCR. I have not only taken care of academics, but I have efficiently taken care of co-curricular activities as well, along with my definite job roles.

Please find my resume for the details of my credentials.

Looking forward to hearing from you soon!

Yours sincerely,

Radhika Jaiswal

11111-11111

**Resume:**

**Ramesh/ Radhika Jaiswal**

ABC, XYZ Colony, New Delhi- 110048 | +91- 11111 1111 | [radhika@gmail.com](mailto:radhika@gmail.com),  
[rameshjaiswal@yahoo.com](mailto:rameshjaiswal@yahoo.com)

## Objective

To impart meaningful knowledge through teaching, with a focus to prioritize student's individualistic needs and work for the larger cause of improving the society and social conditions.

## Educational Qualification

Qualification	Year	Board/University	Institution's Name
B.Ed	2015	Maharishi Dayanand University, Rohtak	Sunrise College of Education,
Masters of Arts (English)	2013	Ambedkar University, Delhi	Ambedkar University, Delhi
Bachelor of arts (English)	2011	University of Delhi	Bharati College
Class 12 <sup>th</sup>	2008	CBSE	Happy Model School Meera Bagh
Class 10 <sup>th</sup>	2006	CBSE	Happy Model School

## Professional Experience

### ABC School, PRT/TGT English April'17 - December'17

- Experience of teaching grade 4, 6 and 7 as per CBSE curriculum
- Prepared lesson plans to achieve learning objectives
- Developed and implemented class engaging activities
- Trained students for various Inter-School competition such as English recitation, debate and plays
- Conducted a workshop for teachers on the topic 'Common errors in English language'
- Attended professional development workshops organized by CBSE, ICTRC and school

### XYZ School, PRT/TGT English April'15 - March'17

- Experience of teaching Grade 3, 4, 5 and 6 as per CIE curriculum
- Certified to teach according to Cambridge International Examinations curriculum

- Attended workshop, Cambridge Secondary 1 organized by Cambridge University Press for teacher's development
- Experience in formulating lesson plans according to CIE curriculum
- Designing and implementation of creative worksheets and class engaging activities
- Experience of training students for various competitions (Debate, poetry recitation & role plays)
- Had an experience of directing a successful play for School's Annual Day

**Social Work**

**Volunteer for the Non-Profit Organization, Deepalaya December 2013 - March 2014**

- Project: Education on Wheels
- Job Role: Helping children with their education; majorly working over their language skills

**Volunteer for the Non-Profit Organization, Magic Bus October 2012 - November 2012**

- Volunteered for their event, Maidan Summit 2012 (Ranchi)
- Job role: To invite founders/top officials of other NGOs across India

**Volunteer for the Non-Profit Organization, Teach India October 2009 - March 2011**

- Job Role: Helped children of slum area with their education

2. Shivan Sethi,

R-52, New Rajendra Nagar,

New Delhi-110060

Subject: Offer for appointment for the post of Associate in XYZ Pvt Ltd.

Dear Shivan,

As discussed, we are happy to offer you the position of an 'Associate' at the Delhi office of ABC Limited. (the Firm). Congratulations!

Your annual retainership fee will be INR 2,40,000 /- per annum. You might be entitled to a bonus which shall be discretionary and calculated based on the evaluation of your performance post completion of one year with the Firm.

All payments are subject to tax deduction, if applicable. For the first 3 months of the joining date, you will be on probation.

We would request you to kindly send across your acknowledgment towards the offer and date of joining at the earliest.

We'll get back to you with the joining formalities and other requirements subsequently. Feel free to get in touch with us for any clarifications or query.

I take this opportunity to welcome you and to wish you a long and rewarding association with ABC Limited.

Kind regards,

Sagar Gupta

Head – HR

+91- 33333 3333

### **Chapter-13 Meetings**

#### **1. Hint: Mention the product and product specifications**

Participants in the meeting: Mr. XY, Vice-President; Mr. A, Marketing Manager; Mr. B. Brand Manager; Mr. C, Sales Manager and Mr. XY's Secretary

Date: November 18, 2021

Meeting started at 12.00pm

Mr. B started the meeting and discussed the agenda.

Mr. XY intervenes and mentions how important is the product for the company.

Mr. A and Mr. B together presented a presentation on the USPs of the product.

Mr. B gave the ideas of marketing and how the launch should be.

Mr. XY gave his valuable inputs on how he wants everything should be.

Mr. C gives his prediction of sales figures and tells about some achievable goals.

The launch date is not decided yet and the next meeting was schedule for next week.

#### **2. Hint: Mention the product specifications**

Participants in the meeting: Mr. B, Vice-President; Mr. A, Mr. C, Sales Manager and their Associates

Date: November 1, 2022

Meeting started at 2.00pm

Mr. C explains about the agenda of the meeting, and he talks about how people are facing issues using their product.

The associates have brainstormed few ideas about how the product can be changed according to the market requirements.

Mr. B listens to everyone carefully and shares his thoughts about changing the packaging too.

Mr. C agrees and informs that he will discuss with design team and share the appropriate designs with everyone soon.

The meeting concluded with few ideas that everyone is ready to explore and implement.