

PAPER – 2: BUSINESS LAW & BUSINESS CORRESPONDENCE AND REPORTING

SECTION A – BUSINESS LAW

Question No. 1 is compulsory.

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

Question 1

- (a) State with reason(s) whether the following agreements are valid or void:
- (i) A clause in a contract provided that no action should be brought upon in case of breach.
 - (ii) Where two courts have jurisdiction to try a suit, an agreement between the parties that the suit should be filed in one of those courts alone and not in the other.
 - (iii) X offers to sell his Maruti car to Y. Y believes that X has only Wagon R Car but agrees to buy it.
 - (iv) X, a physician and surgeon, employs Y as an assistant on a salary of ₹ 75,000 per month for a term of two years and Y agrees not to practice as a surgeon and physician during these two years. **(4 Marks)**
- (b) Y incorporated a "One Person Company (OPC)" making his sister Z as nominee. Z is leaving India permanently due to her marriage abroad. Due to this fact, she is withdrawing her consent of nomination in the said OPC. Taking into considerations the provisions of the Companies Act, 2013 answer the questions given below:
- (i) Is it mandatory for Z to withdraw her nomination in the said OPC, if she is leaving India permanently?
 - (ii) Can Z continue her nomination in the said OPC, if she maintained the status of Resident of India after her marriage? **(4 Marks)**
- (c) "Risk Prima Facie passes with property." Elaborate in the context of the Sales of Goods Act, 1930. **(4 Marks)**

Answer

- (a) (i) **The given agreement is void.**

Reason: As per Section 28 of the Indian Contract Act, 1872, this clause is in restraint of legal proceedings because it restricts both the parties from enforcing their legal rights.

Note: Alternatively, as per Section 23 of the Indian Contract Act, 1872, this clause in the agreement defeats the provision of law and therefore, being unlawful, is treated as void.

- (ii) **The given agreement is valid.**

Reason: An agreement in restraint of legal proceeding is the one by which any party thereto is restricted absolutely from enforcing his rights under a contract through a Court. A contract of this nature is void. However, in the given statement, no absolute restriction is marked on parties on filing of suit. As per the agreement suit may be filed in one of the courts having jurisdiction.

(iii) The said agreement is void.

Reason: This agreement is void as the two parties are thinking about different subject matters so that there is no real consent and the agreement may be treated as void because of mistake of fact as well as absence of consensus.

(iv) The said agreement is valid.

Reason: An agreement by which any person is restrained from exercising a lawful profession, trade or business of any kind, is to that extent void. But, as an exception, agreement of service by which an employee binds himself, during the term of his agreement, not to compete with his employer is not in restraint of trade.

- (b) (i) Yes, it is mandatory for Z to withdraw her nomination in the said OPC as she is leaving India permanently as only a natural person who is an Indian citizen and resident in India shall be a nominee in OPC.
- (ii) Yes, Z can continue her nomination in the said OPC, if she maintained the status of Resident of India after her marriage by staying in India for a period of not less than 182 days during the immediately preceding financial year.

(c) Risk prima facie passes with property (Section 26 of the Sales of Goods Act, 1930)

According to Section 26, unless otherwise agreed, the goods remain at the seller's risk until the property therein is transferred to the buyer, but when the property therein is transferred to the buyer, the goods are at the buyer's risk whether delivery has been made or not.

It is provided that, where delivery has been delayed because of the fault of either buyer or seller, the goods are at the risk of the party in fault as regards any loss which might not have occurred but for such fault.

Provided also that nothing in this section shall affect the duties or liabilities of either seller or buyer as bailee of the goods of the other party.

Question 2

- (a) *Explain the term Contingent Contract with reference to the Indian Contract Act, 1872 with the help of an example. Also discuss the rules relating to enforcement of a contingent contract.* **(7 Marks)**
- (b) *Limited Liability Partnership (LLP) gives the benefits of limited liability of a company on one hand and the flexibility of a partnership on the other. Discuss.* **(5 Marks)**

Answer

- (a) **Definition of ‘Contingent Contract’ (Section 31 of the Indian Contract Act, 1872):** A contract to do or not to do something, if some event, collateral to such contract, does or does not happen.

Example: A contracts to pay B ₹ 1,00,000 if B’s house is burnt. This is a contingent contract.

Rules Relating to Enforcement: The rules relating to enforcement of a contingent contract are laid down in sections 32, 33, 34, 35 and 36 of the Act.

- (a) **Enforcement of contracts contingent on an event happening:** Where a contract identifies happening of a future contingent event, the contract cannot be enforced until and unless the event ‘happens’. If the happening of the event becomes impossible, then the contingent contract is void.
 - (b) **Enforcement of contracts contingent on an event not happening:** Where a contingent contract is made contingent on non-happening of an event, it can be enforced only when its happening becomes impossible.
 - (c) **A contract would cease to be enforceable if it is contingent upon the conduct of a living person when that living person does something to make the ‘event’ or ‘conduct’ as impossible of happening.**
 - (d) **Contingent on happening of specified event within the fixed time:** Section 35 says that Contingent contracts to do or not to do anything, if a specified uncertain event happens within a fixed time, becomes void if, at the expiration of time fixed, such event has not happened, or if, before the time fixed, such event becomes impossible.
 - (e) **Contingent on specified event not happening within fixed time:** Section 35 also says that - “Contingent contracts to do or not to do anything, if a specified uncertain event does not happen within a fixed time, may be enforced by law when the time fixed has expired, and such event has not happened or before the time fixed has expired, if it becomes certain that such event will not happen”.
 - (f) **Contingent on an impossible event (Section 36):** Contingent agreements to do or not to do anything, if an impossible event happens are void, whether the impossibility of the event is known or not to the parties to the agreement at the time when it is made.
- (b) **LLP 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.

Question 3

- (a) *Define Implied Authority. In the absence of any usage or custom of trade to the contrary, the implied authority of a partner does not empower him to do certain acts. State the acts which are beyond the implied authority of a partner under the provisions of the Indian Partnership Act, 1932?* **(6 Marks)**
- (b) *X, Y and Z jointly borrowed ₹ 90,000 from L. Decide each of the following in the light of the Indian Contract Act, 1872:*
- (i) *Whether L can compel only Y to pay the entire loan of ₹ 90,000?*
 - (ii) *Whether L can compel only the legal representatives of Y to pay the loan of ₹ 90,000, if X, Y and Z died?*
 - (iii) *Whether Y and Z are released from their liability to L and X is released from his liability to Y and Z for contribution, if L releases X from his liability and sues Y and Z for payment?* **(6 Marks)**

Answer

- (a) According to Section 19 of the Indian Partnership Act, 1932, subject to the provisions of Section 22, the act of a partner which is done to carry on, in the usual way, business of the kind carried on by the firm, binds the firm.

The authority of a partner to bind the firm conferred by this section is called his "implied authority".

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

- (a) submit a dispute relating to the business of the firm to arbitration;
- (b) open a banking account on behalf of the firm in his own name;
- (c) compromise or relinquish any claim or portion of a claim by the firm;
- (d) withdraw a suit or proceedings filed on behalf of the firm;
- (e) admit any liability in a suit or proceedings against the firm;
- (f) acquire immovable property on behalf of the firm;

- (g) transfer immovable property belonging to the firm; and
 - (h) enter into partnership on behalf of the firm.
- (b) (i) Yes, L can compel only Y to pay ₹ 90,000/- since as per Section 43 of the Indian Contract Act, 1872, in the absence of express agreement to the contrary, the promisee may compel any one or more of the joint promisors to perform the whole of the promise.
- (ii) As per Section 42, when two or more persons have made a joint promise, then, unless a contrary intention appears by the contract, all such persons, during their joint lives and after the death of any of them, his representative jointly with the survivor or survivors and after the death of last survivor, the representatives of all jointly must fulfill the promise.

In the instant case, if X, Y and Z died then the legal representatives of all (i.e. X, Y and Z) shall be liable to pay the loan jointly. L cannot compel only the legal representatives of Y to pay the loan of ₹ 90,000.

- (iii) According to Section 44, where two or more persons have made a joint promise, a release of one of such joint promisors by the promisee does not discharge the other joint promisor or joint promisors, neither does it free the joint promisors so released from responsibility to the other joint promisor or promisors.

In this case, the release of X does not discharge Y and Z from their liability. Y and Z remain liable to pay the entire amount of ₹ 90,000 to L. And though X is not liable to pay to L, but he remains liable to pay to Y and Z i.e. he is liable to make the contribution to the other joint promisors.

Question 4

- (a) Discuss the rights of an unpaid seller against the buyer under the Sales of Goods Act, 1930. **(6 Marks)**
- (b) Mr. M is one of the four partners in M/s XY Enterprises. He owes a sum of ₹ 6 crore to his friend Mr. Z which he is unable to pay on due time. So, he wants to sell his share in the firm to Mr. Z for settling the amount.

In the light of the provisions of the Indian Partnership Act, 1932, discuss each of the following:

- (i) Can Mr. M validly transfer his interest in the firm by way of sale?
- (ii) What would be the rights of the transferee (Mr. Z) in case Mr. M wants to retire from the firm after a period of 6 months from the date of transfer? **(6 Marks)**

Answer

(a) The right against the buyer are as follows:

1. Suit for price (Section 55 of the Sale of Goods Act, 1930)

- (a) Where under a contract of sale, the property in the goods has passed to the buyer and the buyer wrongfully neglects or refuses to pay for the goods according to the terms of the contract, the seller may sue him for the price of the goods. [Section 55(1)]
- (b) Where under a contract of sale, the price is payable on a certain day irrespective of delivery and the buyer wrongfully neglects or refuses to pay such price, the seller may sue him for the price although the property in the goods has not passed and the goods have not been appropriated to the contract. [Section 55(2)].

2. Suit for damages for non-acceptance (Section 56): Where the buyer wrongfully neglects or refuses to accept and pay for the goods, the seller may sue him for damages for non-acceptance.

3. Repudiation of contract before due date (Section 60): Where the buyer repudiates the contract before the date of delivery, the seller may treat the contract as rescinded and sue damages for the breach. This is known as the 'rule of anticipatory breach of contract'.

4. Suit for interest [Section 61]: Where there is specific agreement between the seller and the buyer as to interest on the price of the goods from the date on which payment becomes due, the seller may recover interest from the buyer. If, however, there is no specific agreement to this effect, the seller may charge interest on the price when it becomes due from such day as he may notify to the buyer.

In the absence of a contract to the contrary, the Court may award interest to the seller in a suit by him at such rate as it thinks fit on the amount of the price from the date of the tender of the goods or from the date on which the price was payable.

(b) According to Section 29 of the Indian Partnership Act, 1932,

- (1) A transfer by a partner of his interest in the firm, either absolute or by mortgage, or by the creation by him of a charge on such interest, does not entitle the transferee, during the continuance of the firm, to interfere in the conduct of business, or to require accounts, or to inspect the books of the firm, but entitles the transferee only to receive the share of profits of the transferring partner, and the transferee shall accept the account of profits agreed to by the partners.
- (2) If the firm is dissolved or if the transferring partner ceases to be a partner, the transferee is entitled as against the remaining partners to receive the share of the assets of the firm to which the transferring partner is entitled, and, for the purpose of ascertaining that share, to an account as from the date of the dissolution.

In the light of facts of the question and provision of law:

- (i) Yes, Mr. M can validly transfer his interest in the firm by way of sale.
 - (ii) On the retirement of the transferring partner (Mr. M), the transferee (Mr. Z) will be entitled, against the remaining partners:
 - (a) to receive the share of the assets of the firm to which the transferring partner was entitled, and
 - (b) for the purpose of ascertaining the share,he is entitled to an account as from the date of the dissolution.
- So, in this case on Mr. M's retirement, Mr. Z would be entitled to receive the value of Mr. M's share to the extent of ₹ 6 crore in the firm's assets.

Question 5

- (a) *Mr. Das, a general store owner went to purchase 200 kg of Basmati Rice of specific length from a whole seller. He saw the samples of rice and agreed to buy the one for which the price was quoted as ₹ 150 per kg. While examining the sample Mr. Das failed to notice that the rice contained a mix of long and short grain of rice.*

The whole seller supplied the required quantity exactly the same as shown in the sample. However, when Mr. Das sold the rice to one of his regular customers she complained that the rice contained two different qualities of rice and returned the rice.

With reference to the provisions of the Sales of Goods Act, 1930, discuss the options open to Mr. Das for grievance redressal. What would be your answer in case Mr. Das specified his exact requirement as to length of rice? **(6 Marks)**

- (b) *Explain the classification of the companies on the basis of control as per the Companies Act, 2013.* **(6 Marks)**

Answer

- (a) As per the provisions of Sub-Section (2) of Section 17 of the Sale of Goods Act, 1930, in a contract of sale by sample, there is an implied condition that:

- (a) the bulk shall correspond with the sample in quality;
- (b) the buyer shall have a reasonable opportunity of comparing the bulk with the sample.

In the instant case, Mr. Das on examination of the sample on which he agreed to buy, failed to notice that it contained a mix of long and short grain of rice.

In the light of the provisions of Sub-Clause (b) of Sub-Section (2) of Section 17 of the Act, Mr. Das will not be successful as he examined the sample of Basmati rice (which exactly corresponded to the entire lot) without noticing the fact that even though the sample was that of Basmati Rice but it contained a mix of long and short grains. It could

have been discovered by Mr. Das, by an ordinary examination of the goods that it contained a mix of long and short grains. This reflects lack of due diligence on part of Mr. Das.

Therefore, Mr. Das, the buyer does not have any option available to him for grievance redressal.

In case Mr. Das specified his exact requirement as to length of rice, then there is an implied condition that the goods shall correspond with the description. If it is not so, then in such case, seller will be held liable.

(b) In line with the Companies Act, 2013, following are the classification of the Companies on the basis of control:

(a) Holding and subsidiary companies: 'Holding and subsidiary' companies are relative terms.

A company is a holding company in relation to one or more other companies, means a company of which such companies are subsidiary companies. [Section 2(46)]

For the purposes of this clause, the expression "company" includes any body corporate.

Whereas section 2(87) defines "subsidiary company" in relation to any other company (that is to say the holding company), means a company in which the holding company—

- (i) controls the composition of the Board of Directors; or
- (ii) exercises or controls more than one-half of the total voting power either at its own or together with one or more of its subsidiary companies:

Provided that such class or classes of holding companies as may be prescribed shall not have layers of subsidiaries beyond such numbers as may be prescribed.

For the purposes of this section —

- (I) a company shall be deemed to be a subsidiary company of the holding company even if the control referred to in sub-clause (i) or sub-clause (ii) is of another subsidiary company of the holding company;
- (II) the composition of a company's Board of Directors shall be deemed to be controlled by another company if that other company by exercise of some power exercisable by it at its discretion can appoint or remove all or a majority of the directors;
- (III) the expression "company" includes anybody corporate;
- (IV) "layer" in relation to a holding company means its subsidiary or subsidiaries.

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

Explanation. — For the purpose of this clause —

- (i) the expression “significant influence” means control of at least twenty per cent of total voting power, or control of or participation in business decisions under an agreement;
- (ii) the expression “joint venture” means a joint arrangement whereby the parties that have joint control of the arrangement have rights to the net assets of the arrangement.

The term “Total Share Capital”, means the aggregate of the -

- (1) Paid-up equity share capital; and
- (2) Convertible preference share capital.

Question 6

- (a) *Explain what is meant by 'Supervening Impossibility' as per the Indian Contract Act, 1872 with the help of an example. What is the effect of such impossibility?* **(5 Marks)**
- (b) *Subject to agreement by partners, state the rules that should be observed by the partners in settling the accounts of the firm after dissolution under the provisions of the Indian Partnership Act, 1932.* **(4 Marks)**
- (c) *What is the main difference between a Guarantee Company and a Company having Share Capital?* **(3 Marks)**

Answer

- (a) According to Section 56 of the Indian Contract Act, 1872, the impossibility of performance may be of the two types, namely (a) initial impossibility, and (b) subsequent impossibility.

Subsequent impossibility is also known as Supervening impossibility i.e. becomes impossible after entering into contract. When performance of promise become impossible or illegal by occurrence of an unexpected event or a change of circumstances beyond the contemplation of parties, the contract becomes void e.g. change in law etc. In other words, sometimes, the performance of a contract is quite possible when it is made. But subsequently, some event happens which renders the performance impossible or unlawful. **Such impossibility is called the subsequent or supervening. It is also called the post-contractual impossibility.**

Example: ‘A’ and ‘B’ contracted to marry each other. Before the time fixed for the marriage, ‘A’ became mad. In this case, the contract becomes void due to subsequent impossibility, and thus discharged.

Effect of impossibility: The effect of such impossibility is that it makes the contract void, and the parties are discharged from further performance of the contract.

(b) Mode of Settlement of partnership accounts: As per Section 48 of the Indian Partnership Act, 1932, in settling the accounts of a firm after dissolution, the following rules shall, subject to agreement by the partners, be observed:-

- (i) Losses, including deficiencies of capital, shall be paid first out of profits, next out of capital, and, lastly, if necessary, by the partners individually in the proportions in which they were entitled to share profits;
- (ii) The assets of the firm, including any sums contributed by the partners to make up deficiencies of capital, must be applied in the following manner and order:
 - (a) in paying the debts of the firm to third parties;
 - (b) in paying to each partner rateably what is due to him from capital;
 - (c) in paying to each partner rateably what is due to him on account of capital; and
 - (d) the residue, if any, shall be divided among the partners in the proportions in which they were entitled to share profits.

(c) Difference between Guarantee Company [Section 2(21) of the Companies Act, 2013] and a Company having share capital [Section 2(22)].

In case of guarantee company, the members may be called upon to discharge their liability only after commencement of the winding up and only subject to certain conditions; whereas in the case of company having share capital, members may be called upon to discharge their liability at any time, either during the company's life-time or during its winding up.

It is clear from the definition of the guarantee company that it does not raise its initial working funds from its members. Therefore, such a company may be useful only where no working funds are needed or where these funds can be held from other sources like endowment, fees, charges, donations, etc.

In **Narendra Kumar Agarwal vs. Saroj Maloo**, the Supreme Court has laid down that the right of a guarantee company to refuse to accept the transfer by a member of his interest in the company is on a different footing than that of a company limited by shares. The membership of a guarantee company may carry privileges much different from those of ordinary shareholders.

SECTION-B : BUSINESS CORRESPONDENCE AND REPORTING

Question No. 7 is compulsory.

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

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

Question 7

- (a) *The employee turnover rate in an Organisation refers to the proportion of employees who leave the Organization during a certain time period. Almost every Organisation is facing the acute problem of high employee attrition. To every Organization, high employee turnover is undesirable and can have a significant adverse impact. A high employee turnover rate results in an unfavourable effect on the morale of the remaining employees. Existing employees may face additional stress, resulting in lower productivity. In addition lower productivity of the existing employees due to a decline in morale, additional productivity is lost as existing employees must guide new incumbent how to adapt to the organizational culture and the new position.*

To address the problem, it should be compared to the average within the industry. It should not be compared across industries, as the turnover rate differs significantly in various industries. It is in the best interest of the Organization to reduce it as it is detrimental to the Organization. When an employee leaves the Organization, the Organization incurs costs to find a replacement, recruitment costs, advertising costs, administration costs, background check costs, and interviewing costs. In addition, there are costs of lost productivity. when the employee is attending a training program. Second important aspect is Organizations with a high employee turnover rate may suffer from an unfavourable public image. For example, working in the call centre is seen as undesirable due to its turnover rates.

To overcome such problem, Organizations have to hire right manpower for the right position. Second important aspect is to have competitive pay structure matching with the industry. However, providing employees with a higher salary is not enough. It is important to understand the benefits that employees want and to take that into consideration when determining an employee's pay structure. Employees need to be acknowledged and given praise when due. Another important aspect is career path; Employees want to progress in their careers. A career path should be provided to employees to give them a sense of direction and what they can attain if they stay with the Organization. Last but not the least way to offer flexibility, a flexible work schedule is highly desirable. In fact, studies have shown that a flexible work arrangement has a positive impact on employee retention. Allowing employees to choose their work time and providing a flexible work schedule gives them the ability to balance their work and personal life and, hence, improves employee satisfaction.

- (i) *What do you understand by employee attrition rate?*

(1 Mark)

- (ii) Explain the ways to reduce high employee attrition? **(2 Marks)**
- (iii) What is the importance of employee turnover in an Organisation? **(1 Mark)**
- (iv) How does employee turnover rate affect brand image of an Organisation? **(1 Mark)**

Read the passage :

- (i) Make Notes, using Headings, subheadings and abbreviations wherever necessary. **(3 Marks)**
- (ii) Write Summary by giving a suitable title. **(2 Marks)**

Artificial intelligence (AI) is making a difference as to how legal work is done, but it isn't the threat it is made out to be. AI is making impressive progress and shaking up things all over the world today. The assumption that advancements in technology and artificial intelligence will render any profession defunct is just that, an assumption and a false one. The only purpose this assumption serves is creating mass panic and hostility towards embracing technology that is meant to make our lives easier.

Introducing AI to this profession will primarily be for the purpose of automating mundane, tedious tasks that require negligible human intelligence. The kind of artificial intelligence that is employed by industries in the current scene, when extended to the law will enable quicker services at a lower price. AI is meant to automate a number of tasks that take up precious working hours lawyers could be devoted to tasks that require discerning, empathy, and trust-qualities that cannot be replicated by even the most sophisticated form of AI. The legal profession is one of the oldest professions in the world. Thriving over 1000 years; trust, judgment, and diligence are the pillars of this profession. The most important pillar is the relationship of trust between a lawyer and clients, which can only be achieved through human connection and interaction.

While artificial intelligence can be useful in a number of ways in legal field like translation of documents in other languages, mining of data pertaining to cases for analyses helping decision making; scanning and organizing documents pertaining to a case, it cannot perform higher-level tasks such as sharp decision making, relationship-building with valuable clients and writing legal briefs, advising clients, and appearing in court. These are over and above the realm of computerization.

Answer

- (a) (i) The proportion of employees who leave the organization during a certain period is called employee attrition rate in an organization.
- (ii) Various measures can be taken to prevent high attrition. Some of them are:
1. Hiring appropriately skilled people for different profiles.
 2. Paying them salaries with benefits as per industry norms/benchmarked with the competitors.

3. Acknowledging and appreciating their work.
4. Providing career growth opportunities by promoting them periodically.
5. Offering flexible timings/schedules to enable them to maintain work-life balance.

(iii) Employee turnover rate is important as it directly impacts the business of an organization by affecting the morale of the employees and their productivity. It also affects public image of the organization and can escalate the cost of hiring, in case the employee turnover is high.

(iv) Employee turnover rate affects brand image of an Organization. Today is the world of social media; anything good or bad spreads very fast. Organizations with a high employee turnover rate may suffer from an unfavourable public image. New employees would be hesitant to join such Organizations where the employee turnover rate is high.

(b) (i) Note Making

Artificial Intelligence: To aid, not replace lawyers/ Artificial Intelligence: Not a Threat

1. False Assumption

1.1 will replace prof.

1.2 Objective

1.2.1 create panic

1.2.2 prvt. tech. prlftn.

2. App. in Law

2.1 Areas

2.1.1 atmtg. Routine & tedious tasks with min. l.

2.1.2 trltn. of docs. In other langs.

2.1.3 data mining

2.1.4 helping to Anlz cases for dsn. mkg.

2.1.5 scng.& org. docs

2.2 Benefits

2.2.1 quick service at low price

2.2.2 free the lawyers for tasks reqg. human connect & interaction :

2.2.2.1 rlshp. bldg

2.2.2.2 empathy & trust bldng

- 3. Cannot perform
 - 3.1 sharpdsn. mkg.
 - 3.2 rlshp. bldg. with clts
 - 3.3 wrt. legal briefs
 - 3.4 adv. clts

Key

AI.: Artificial Intelligence

Min.: Minimum

Prvt.: preventing

Tech.: technology

Prlftn.: proliferation

App.: application

Atmtg: automating

Trltn: translation

Docs.: documents

Langs.: languages

Anlz: analyze

Dsn decision

Mkg.: making

Scng:scanning

Org.:organizing

Reqq.: requiring

Rlshp.:relationship

Bldg.: building

Clts.: clients

Wrt.: writing

Adv.: advising

(b) (ii) Artificial Intelligence: Not a Threat

There are many false assumptions doing the rounds pertaining to Artificial Intelligence, foremost being that it will replace professionals. The objective is to create panic and prevent proliferation of technology. AI can be applied in the legal profession for automating routine and tedious tasks requiring minimum intelligence, translation of case documents in other languages, data mining, helping to analyze cases for decision making, scanning and organizing legal and case documents. Major benefits will be that lawyers will not only be readily available at low price, but will also save their precious time that can be utilized in tasks requiring human connect and interaction such as relationship, empathy and trust building. It is clear that AI cannot perform tasks like sharp decision making, relationship building with clients, writing legal briefs and advising clients. Therefore it can never replace the lawyers.

Question 8

(a) *Physical barriers are a result of our surroundings. Discuss.* **(2 Marks)**

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

ADHERE

- (a) *separate*
- (b) *split*
- (c) *humility*
- (d) *fasten*

(1 Mark)

(ii) *Select a suitable antonym for the word given under :*

CANDID

- (a) *deceptive*
- (b) *frank*
- (c) *sincere'*
- (d) *subordinate*

(1 Mark)

(iii) *Change the following sentence to indirect speech :*

He said to me, "It would be nice if I could see you again."

(1 Mark)

(c) *Write a precis and give an appropriate title to the passage given below :*

Naval architects-never claim that a ship is unsinkable, but the sinking of the passenger-and-car ferry Estonia in the Baltic surely should have never happened. It was well designed and carefully maintained. It carried the proper number of lifeboats. It had been thoroughly inspected on the day of the voyage. Yet, hours later, the Estonia rolled over

and sank in the cold, stormy night. It went down so quickly that most of those on board, caught in the dark, flooding cabins had no chance to save themselves: Of those who managed to scramble overboard, only 139 survived. The rest died of hypothermia before the rescuers could pluck them from the cold sea. The final death toll amounted to 912 Souls. However, there were an unpleasant number of questions about why Estonia sank and why so many survivors were men in the prime of life, while most of the dead were woman, children and the elderly.

(5 Marks)

Answer

(a) Physical barriers are caused due to obstructions/factors in the immediate environment or surroundings, often leading to problems in transmission of message. These factors are noise, technical disturbances, outdated equipment, distant locations, office doors, separate areas for people, large office spaces, old technologies and lack of appropriate infrastructure.

(b) (i) d - fasten

(ii) a - deceptive

(iii) He said/said to me/told me that it would be nice if he could see me again.

(c) **Sinking of Estonia/ The Deadly Voyage**

The passenger-and-car ferry Estonia sank in the Baltic. Despite being well designed, carrying enough lifeboats and being duly inspected on the fateful day of the voyage, it went down quickly in the cold and stormy night. Only 139 people largely men in the prime of their life survived, while 912 people majority being women, children and the elderly died of hypothermia.

Question 9

(a) *Distinguish between General English and Business English.*

(2 Marks)

OR

(a) *Focus and Attention is an important characteristic of effective communication. Explain.*

(2 Marks)

(b) (i) *Change the sentence from Active to Passive Voice.*

Bring the culprit.

(1 Mark)

(ii) *Change the sentence from Passive to Active Voice.*

Three cleanliness campaigns will be launched by the authorities in the park.

(1 Mark)

(iii) *Change the following sentence to indirect speech.*

The group shouted, "Honesty is the best policy".

(1 Mark)

- (c) *Draft a Newspaper Report on the "Government's decision to open multiplexes after almost a year" to be published in a national newspaper.* (5 Marks)

Answer

- (a) The approach of **General English** leans more on the basic, conversational, day-to-day use of words that are colloquial in nature usually used in informal settings. Whereas **Business English** is specifically used in formal settings like work places or offices for business communication. It entails the usage of specific vocabulary, tonality and language constructs that are complex in nature.

OR

- (a) Everyday work environment has multiple activities going on simultaneously that disturb our focus and attention. The ringing of a phone, an incoming email, or a number of tasks that require immediate attention. Apart from routine work, anxiety related to work, emotional distress etc. can also cause distractions. These are detrimental to the communication process with an individual or a group of people. Due to these distractions/disturbances, important points or subtle cues are either ignored or completely missed. In order to interpret the message correctly, being focused and attentive is important for effective communication.
- (b) (i) Let the culprit be brought / brought in.
(ii) The authorities will launch three cleanliness campaigns in the park.
(iii) The Group shouted that honesty is the best policy.
- (c) **Newspaper Report:**

Government's Decision to open multiplexes after almost a year

By Mr. FGH, Staff Correspondent

Monday xx,xxxx. The state government has allowed single-screen theatres and multiplexes to open at 50% occupancy provided that they follow and strictly adhere to **Covid Safety protocols**. After almost a year of dry run, the cinema theatres get ready for bustling activity in and around the premises. Cinema Operators who have been out of business for a year, welcomed the decision. Even small businesses in the vicinity heaved a sigh of relief.

Mr. XYZ, President of the Cinema Operators and Exhibitors Association, congratulated the government. He further remarked, "We have suffered huge losses due to lack of business, we were eagerly awaiting the decision." He assured that all the safety protocols with regard to Covid would be strictly followed. Discussing about the preparedness of theatres he informed, "We have already directed the cinema owners to get their staff vaccinated and most of them already have their staff inoculated at least with the first dose. Theatres, canteen facility and public conveniences will be fumigated

between shows. Thermal screening and sanitizing to be available at all entry and exit gates."

The cinema owners/operators are optimistic about part recovery of their losses banking on big film releases lined up in the next two months. Avid cinema buffs are equally excited to see their favourite stars on the big screen after a long hiatus. They are also seeking relaxation in night curfew so that late night shows can be allowed. The popular multiplex chain in the city ABC has even offered 5-10 % discount for the audience who have been inoculated with both the doses. However, with the third wave of Covid-19 still looming, how long will the euphoria last, time will only tell.

Source: State Government Official Gazette

Question 10

- (a) Write essentials of oral communication. (2 Marks)
- (b) (i) Change the sentence from Active to Passive Voice.
Did they like paintings in the exhibition ? (1 Mark)
- (ii) Change the sentence from Passive to Active Voice.
Food from roadside vendor should not be eaten during Covid pandemic as a safety precaution. (1 Mark)
- (iii) Change the following sentence to indirect speech.
Mr. X to the Cashier: "Do you have change for five hundred rupees?" (1 Mark)
- (c) Write an article of about 250 words on the topic 'Covid' Certificate must for attending Parliamentary session. (5 Marks)

Answer

(a) Essentials of oral communication are:

- (a) **Pronunciation** when wrong or unclear can lead to lack of clarity and miscommunication.
- (b) **Listening & conversation:** The tonality, accent and diction convey the emotion, urgency and seriousness of the communication.
- (c) **Spoken grammar:** Using the grammar correctly while speaking helps in correct interpretation of the message.
- (d) **Vocabulary:** Colloquial words should be used; difficult words should be avoided unless the listener is proficient in the language.

- (b) (i) Were the paintings in the exhibition liked by them?
- (ii) As a safety precaution during Covid pandemic, we should not eat food from roadside vendor. We should not eat food from the roadside vendor as a safety precaution during Covid pandemic. *Correct-*
- (iii) Mr. X asked the cashier whether / if he had (the) change for five hundred rupees.
- (c) **Covid Negative Certificate must for attending Parliamentary Session**

By Mr./Ms. BNM

Covid -19 has adversely affected institutions, industries and businesses across the board from schools to colleges/universities, from recreation to travel and hospitality, from manufacturing to services. The business of the parliament is no exception. It is all the more important rather critical to keep the Parliament running as issues of paramount significance ranging from economy to public welfare to national security are discussed, debated and decided. Moreover, each day of the Parliament costs the exchequer a huge amount.

In order to prevent the disruption of Parliamentary sessions, certain safety protocols have been stipulated keeping in mind the health condition of the Members, Visitors and the Press covering the sessions.

All Members/attendees will need to have a **COVID-19 negative certificate vide notification xx/xx/xxxx** to enter the premises in the current and subsequent sessions till further change in notification. The test needs to be done 72 hours before the commencement of the session. Those Members/attendees who have been unable to undertake the test will be required to do so on the day they arrive at the Parliament's reception. They will be allowed to enter only if their **Rapid antigen test** comes out negative. In case staff or family of a member tests positive, the member will have to self-quarantine for 14 days. The members will have to wear masks at all times, even during discussions/debates and maintain social distancing. Members/attendees should avoid going out of the Parliament during the course of a day's proceedings unless necessary. Parliamentary papers will be circulated digitally; hard copies have been discontinued. Members have been requested to avoid calling visitors unless necessary. The Parliament canteen would offer only packed meals, tea and coffee during the course of the session.

(Source.....)

Question 11

- (a) Define the term communication. When the communication is supposed to be effective ?

(2 Marks)

- (b) Select the correct meaning of Idioms/Phrases/words given below:

- (i) Storm in a tea cup

- (a) *Crave for something*
- (b) *Something fishy*
- (c) *Make a big issue out of a small thing*
- (d) *Get into quarrels*

(1 Mark)

(ii) *Core Competency*

- (a) *Decision taken by a competent authority*
- (b) *Head of a department or a company authorised to take decision*
- (c) *Basic strength of a group or company*
- (d) *Minimum skill/professional qualification*

(1 Marks)

(iii) *Change the sentence into Active Voice.*

Who were not liked by you at the party ?

(1 Mark)

(iv) *Choose the word which best expresses the meaning of the given word.*

FIASCO

- (a) *Shock*
- (b) *Win*
- (c) *Leaming*
- (d) *Failure*

(1 Mark)

- (c) *Write a letter to your landlord requesting him to reduce rent in the light of 'Covid 19' pandemic.*

(4 Marks)

Answer

- (a) **Communication** is a process of exchanging information, ideas, thoughts, feelings and emotions through speech, signal, writing, or behaviour. In communication process, a sender (encoder) encodes a message and then using a medium/channel sends it to the receiver (decoder) who decodes the message and after processing information sends back appropriate feedback/reply using a medium/channel.

The communication is supposed to be complete or effective only when the listener responds relevantly and appropriately.

- (b) (i) c / Make a big issue out of a small thing.
(ii) c / Basic strength of a group or company.
(iii) Whom/who did you not like at the party?
(iv) d / Failure

(c) **Letter**

From:

XYZ

Vasant Vihar Enclave

Gurugram, Harayana-xxxxxx

Dated: 30.06.2021

To

Mr. ABC

House No. 21/3,

Ram Nagar Colony,

New Delhi xxxxxx

Dear Mr. ABC / Dear Sir,

Subject: Request to reduce the monthly rent amount.

Greetings! As you know that I have been living in the rented apartment premises owned by you for the last 5 years. In all these years, I have paid for the yearly maintenance of the apartment and always paid the rent on time.

Due to unprecedented circumstances owing to Covid-19 pandemic, the factory where I worked was shut down leaving me jobless. I am already neck deep in a financial mess. Though I am looking for a job and am hopeful of getting one very soon, I request you to reduce the monthly rent amount by half for the next 3 months and support me to get over the present situation.

I assure you that I shall pay the amount as per contract after 3 months. I shall look forward to a positive response.

Thanks and Regards,

Yours Faithfully / Sincerely,

XYZ

Tenant