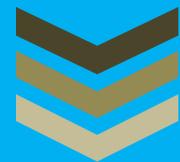


Referencer for Quick Revision



Foundation Course Paper-2: Business Laws & Business Correspondence and Reporting

A compendium of subject-wise capsules published in the
monthly journal "The Chartered Accountant Student"



**Board of Studies
(Academic)
ICAI**

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		<i>10-14</i>	<i>January 2021</i>	<i>Concepts related to performance and breach of contract and special contract under The Indian Contract Act, 1872</i>
2B	<i>Business Correspondence and Reporting</i>	<i>15-19</i>	<i>February 2021</i>	<i>General Overview</i>

PAPER 2(SECTION A): BUSINESS LAWS

This capsule on Paper 2-Section A: Business Laws at Foundation, have been dealt with important concepts related to the formation of the valid contract under the Indian Contract Act, 1872. In this capsule, we have touched upon significant concepts that are required for making valid contract and the related concepts supported with relevant case laws to have conceptual understanding of the subject. This chapter is important from examination perspective as its form base for the understanding of the nature of the contract which constitutes unit 1 of Chapter 1 of the said paper in the Foundation course. Considering this capsule as summarised version of the unit 1 of chapter 1 will certainly benefit the students to recapitulate the important points while studying the subject.

CONCEPTS RELATED TO ENTERING OF CONTRACT UNDER THE INDIAN CONTRACT ACT, 1872

I. Nature of Contract



The above situation talks about formation of an agreement. An agreement is the result of a proposal by one party and its acceptance by another with the consideration forming the foundation of any contract. Therefore, such an offer and its acceptance gives rise to right & obligation against each other.

An Agreement in order to be a Contract, must satisfy the conditions as specified under section 10 of the Indian Contract Act, 1872.



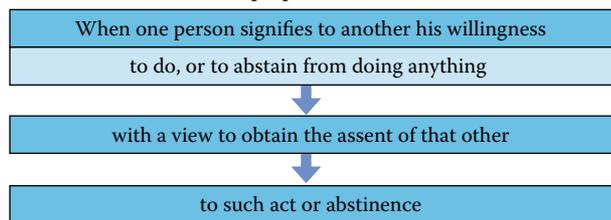
Since section 10 is not complete and exhaustive, so there are certain others sections which also contains requirements for an agreement to be enforceable.



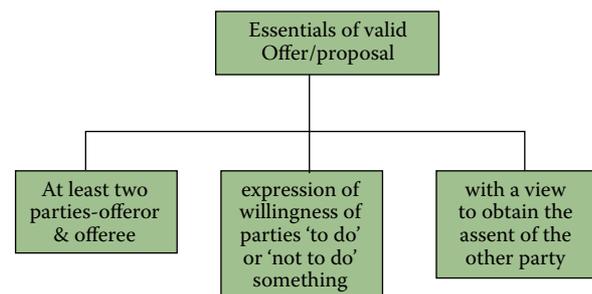
(1) Meaning of offer/proposal

As offer is the starting point in the making of an agreement. An offer is also called as proposal. Thus, for a valid offer, the party making it must express his willingness 'to do' or 'not to do' something.

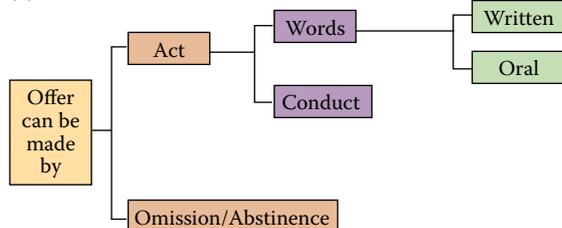
Law defines the term offer/proposal as –



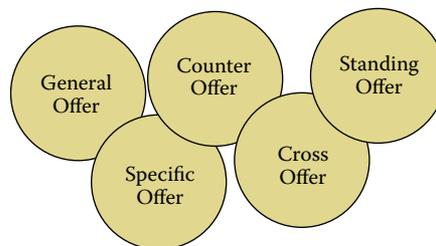
(2) Essentials of the offer/proposal:



(3) Mode of offers



(4) Classification of Offer



General offer

offer made to public at large and anyone can accept by performing the desired act

Special/specific offer

offer made to a specific / ascertained person, & can be accepted only by that specified person

Cross offer

2 parties exchange identical offers in ignorance of each other's offer at the same time. It is not binding

Counter offer

offeree offers to qualified acceptance of the offer subject to modifications and variations in the terms of original offer. Counter-offer amounts to rejection of the original offer

Standing / continuing / open offer

An offer of continuous nature which remains open for acceptance over a period of time

Important case laws

Name of the case laws	Facts of the case	Decision
Carlill Vs. Carbolic Smoke Ball Co.	In this famous case, Carbolic smoke Ball Co. advertised in several newspapers that a reward of £100 would be given to any person who contracted influenza after using the smoke balls produced by the Carbolic Smoke Ball Company according to printed directions. One lady, Mrs. Carlill, used the smoke balls as per the directions of company and even then suffered from influenza.	Held, she could recover the amount as by using the smoke balls she had accepted the offer. In terms of Sec. 8 of the Indian Contract Act, anyone performing the conditions of the offer can be considered to have accepted the offer. Until the general offer is retracted or withdrawn, it can be accepted by anyone at any time as it is a continuing offer.
Lalman Shukla Vs. Gauri Dutt	Gauri Dutt sent his servant Lalman to trace his missing nephew. He then announced that anybody who traced his nephew would be entitled to a certain reward. Lalman traced the boy in ignorance of this announcement. Subsequently when he came to know of the reward, he claimed it.	Held, he was not entitled to the reward, as he did not know the offer. Section 4 of the Indian Contract Act states that the communication of a proposal is complete when it comes to the knowledge of the person to whom it is made. In Lalman case, the defendant's nephew absconded from home. The plaintiff who was defendant's servant was sent to search for the missing boy. After the plaintiff had left in search of the boy, the defendant announced a reward of Rs. 501 to anyone who might find out the boy. The plaintiff who was unaware of this reward, was successful in searching the boy.

Name of the case laws	Facts of the case	Decision
		When he came to know of the reward, which had been announced in his absence, he brought an action against the defendant to claim this reward. It was held that since the plaintiff was ignorant of the offer of reward, his act of bringing the lost boy did not amount to the acceptance of the offer and therefore he was not entitled to claim the reward.
Boulton Vs. Jones	Boulton had taken over the business of one Brocklehurst, with whom Jones had previous dealings. Jones sent an order for goods to Brocklehurst, which Boulton supplied without informing Jones that the business had changed hands. When Jones found out that the goods had not come from Brocklehurst, he refused to pay for them and was sued by Boulton for the price.	Held: Jones is not liable to pay for the good. It is a rule of law that offer made to a specific / ascertained person can be accepted only by that specified person.

(5) Difference between Offer and Invitation to Offer, and Invitation to Treat

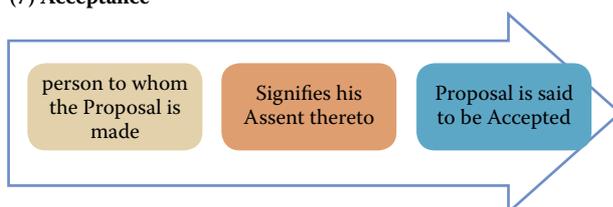
Case laws	Facts of the case	Decision
Harvey Vs. Face	In this case, Privy Council briefly explained the distinction between an offer and an invitation to offer. In the given case, the plaintiffs through a telegram asked the defendants two questions namely, (i) Will you sell us Bumper Hall Pen? and (ii) Telegraph lowest cash price. The defendants replied through telegram that the "lowest price for Bumper Hall Pen is £900". The plaintiffs sent another telegram stating "we agree to buy Bumper Hall Pen at £900". However, the defendants refused to sell the property at the price. The plaintiffs sued the defendants contending that they had made an offer to sell the property at £900 and therefore they are bound by the offer.	Held that the mere statement of the lowest price at which the vendor would sell contained no implied contract to sell to the person who had enquired about the price.

Case laws	Facts of the case	Decision
Mac Pherson Vs. Appanna	The owner of the property had said that he would not accept less than ` 6000/- for it.	It was held that this statement did not indicate any offer but indicated only an invitation to offer.
Harris Vs. Nickerson	An auctioneer advertised in a newspaper that a sale of office furniture will be held on a particular day. Plaintiff (Harris) with the intention to buy furniture came from a distant place for auction but the auction was cancelled.	It was held that plaintiff cannot file a suit against the auctioneer for his loss of time and expenses because the advertisement was merely a declaration of intention to hold auction and not an offer to sell. The auctioneer (Nickerson) does not contract with any one who attends the sale. The auction is only an advertisement to sell but the items are not put for sale though persons who have come to the auction may have the intention to purchase.
Pharmaceutical Society of Great Britain Vs. Boots Cash Chemists Ltd	The goods were displayed in the shop for sale with price tags attached on each article and self-service system was there. One customer selected the goods but the owner refused to sell.	In this case, it was held that display of goods alongwith price tags merely amounts to invitation to treat and therefore if an intending buyer is willing to purchase the goods at a price mentioned on the tag, he makes an offer to buy the goods. Thus, the shopkeeper has the right to accept or reject the same. The contract would arise only when the offer is accepted. Hence there was no contract and customer had no rights to sue the owner.

(6) Rules as to Valid Offer

- Intention to create Legal Relationship
- Certain, Definite and not Vague.
- Expressed or Implied
- Different from an Invitation to Offer
- Offer must be communicated
- Offer may be conditional.
- No term of the non compliance amounting to Acceptance

(7) Acceptance



(8) Acceptance of an offer

General Rule- Offer can be Accepted only by the person or persons to whom it is made

Specific Offer-accepted only by that definite person or particular group of persons to whom it has been made

General Offer-Accepted by any person by complying with the terms of the Offer

(9) Legal rules for a valid acceptance

Absolute and Unqualified

Communicated to Offeror

Prescribed Mode

Time limit

Before the lapse of Offer

Relevant Case laws

Case laws	Facts	Decision
Felthouse Vs. Bindley	F offered by letter to buy a nephews horse, saying," If I hear no more about it, I shall consider the horse mine."The nephew did not reply but he told an auctioneer not to sell that particular horse as he had sold it to his uncle. By mistake, the auctioneer sold the horse. F sued for conversion against his nephew.	Held, F could not succeed as his nephew had not communicated acceptance and there was no contract.
Carlill Vs. Carbolic & Smoke Balls Co.	In this famous case Carbolic smoke Ball Co. advertised in several newspapers that a reward of £100 would be given to any person who contracted influenza after using the smoke balls produced by the Carbolic Smoke Company according to printed directions. One lady, Mrs. Carlill, used the smoke balls as per the directions of company and even then suffered from influenza. Here company took the defend that there was no communication of acceptance of an offer by Mrs. Carlill and so there was no contract between them.	In case of a general offer, it is not necessary to communicate the acceptance if it is made by acting upon the terms of the offer.
Neale Vs. Merret	M offered to sell his land to N for £280. N replied purporting to accept the offer but enclosed a cheque for £ 80 only. He promised to pay the balance of £ 200 by monthly installments of £ 50 each.	It was held that N could not enforce his acceptance because it was not an unqualified one

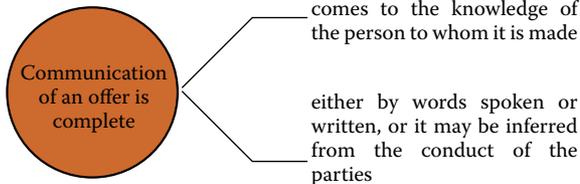
Case laws	Facts	Decision
Brogden vs. Metropolitan Railway Co.	Brogden a supplier, sent a draft agreement relating to the supply of coal to the manager of railway Co. viz, Metropolitan railway for his acceptance. The manager wrote the word "Approved" on the same and put the draft agreement in the drawer of the table Intending to send it to the company's solicitors for a formal contract to be drawn up. By an oversight the draft agreement remained in drawer.	Held, that there was no contract as the manager had not communicated his acceptance to the supplier, Brogden.

(10) Rules for Communication of Offer and Acceptance

For Valid Offer and Acceptance

- Offer must be communicated to the Offeree
- Acceptance must be communicated to the Offeror

(11) When communication of offer is complete?



Relevant Case laws

Case laws	Facts	Decision
Lilly White Vs. Mannuswamy	Plaintiff delivered some clothes to drycleaner for which she received a laundry receipt containing a condition that in case of loss, customer would be entitled to claim 15% of the market price of value of the article, Plaintiff lost her new saree.	Held, the terms were unreasonable and Plaintiff was entitled to recover full value of the saree from the drycleaner. The receipt carries special conditions and are to be treated as having been duly communicated to the customer and therein a tacit acceptance of these conditions is implied by the customer's acceptance of the receipt

(12) When is communication of acceptance complete?

- As against the Proposer- when put in course of transmission to the Proposer
- As against the Acceptor when it comes to the knowledge of the Proposer

(13) Communication of acceptance by post

As against the Proposer-	As against the Acceptor
when the letter of acceptance is posted	when the letter reaches the proposer

(14) Acceptance over telephone or telex or fax

Offer is made by instantaneous communication- Contract is completed	
When the Acceptance is received by the Offeror,	The Contract is made at the place where the Acceptance is received

(15) When revocation of offer and acceptance is complete

as against the person who makes it-	• when it is put into a course of transmission
as against the person to whom it is made-	• when it comes to his knowledge.

(16) When a Proposal and Acceptance can be revoked?

Proposal	Acceptance
may be revoked at any time before the communication of its acceptance is complete as against the proposer	may be revoked at any time before the communication of the acceptance is complete as against the acceptor

(17) Modes of revocation of offer by

- Notice of Revocation
- Lapse of specified or reasonable time
- Death or Insanity of the parties
- Non fulfilment of Conditions of Offer
- Counter Offer

PAPER 2(SECTION A): BUSINESS LAWS

"This capsule on Paper 2(Section A): Business Laws at the Foundation Level, is in continuation to previous issue of July month of the Student Journal. In that issue, we have covered important concepts related to "Offer and Acceptance". In this issue, we are covering other important requirements necessitated for the formation of valid contract under the Indian Contract Act, 1872. These concepts in summarized forms with supported case laws, will help students to recapitulate important points while revision of the subject."

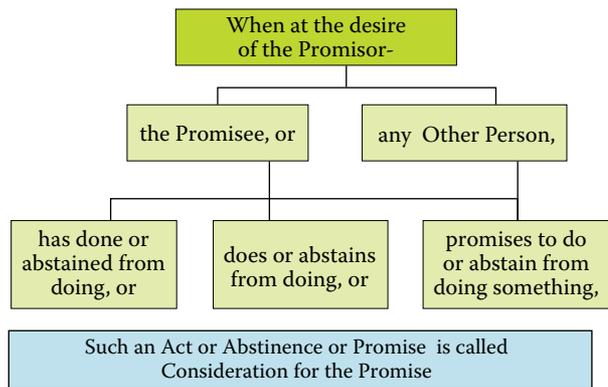
CONCEPTS RELATED TO THE ENTERING OF CONTRACT UNDER THE INDIAN CONTRACT ACT, 1872

I. Consideration

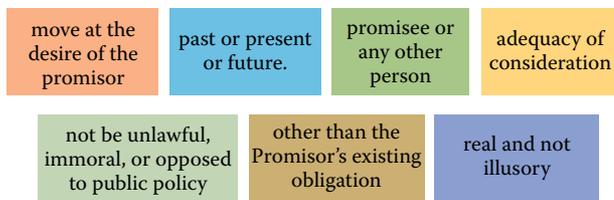
(1) Importance of consideration



(2) Meaning of consideration



(3) Requirements of valid consideration



Relevant Case Law

Caselaws	Facts	Decision
Durga Prasad v. Baldeo	D (defendant) promised to pay to P (plaintiff) a certain commission on articles which would be sold through their agency in a market. Market was constructed by P at the desire of the C (Collector), and not at the desire of the D (Promisor)	D was not bound to pay commission as it was without consideration and hence void.

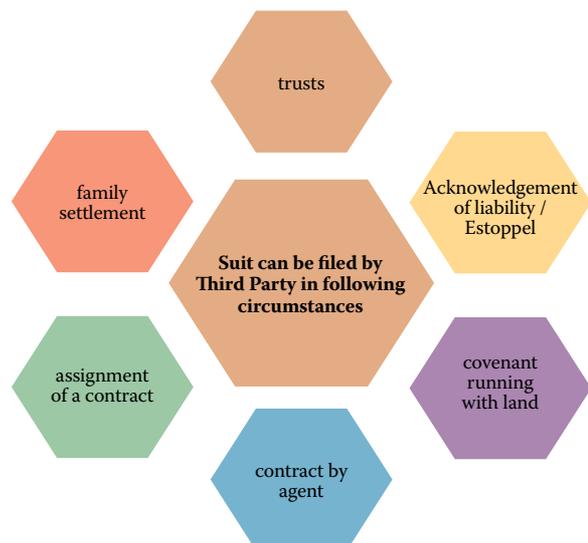
Caselaws	Facts	Decision
Chinnayya vs. Ramayya	An old lady made a gift of her property to her daughter with a direction to pay a certain sum of money to the maternal uncle by way of annuity. On the same day, the daughter executed a writing in favour of the maternal uncle and agreeing to pay him annuity. The daughter did not, however, pay the annuity and the uncle sued to recover it.	It was held that there was sufficient consideration for the uncle to recover the money from the daughter.

(4) Suit by a Third Party on an Agreement (Doctrine of Privity of Contract)

General rule

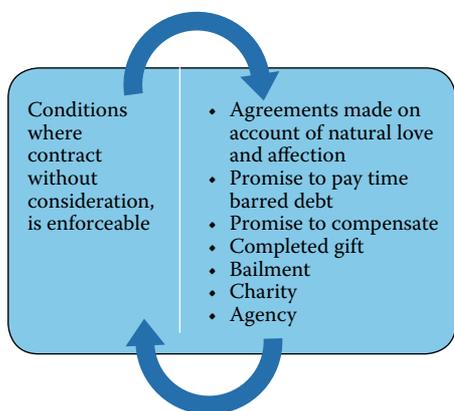
A stranger to a contract cannot sue

Exceptions to the said rule



BUSINESS LAWS ||

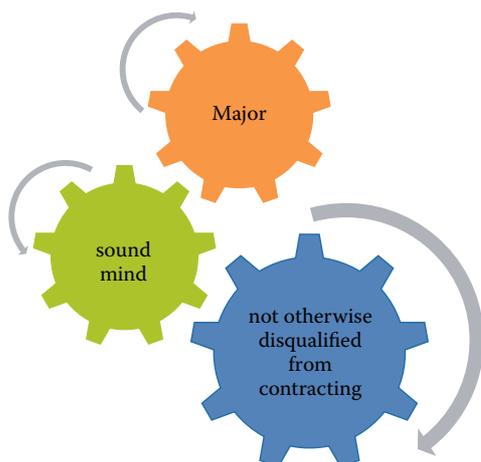
(5) Contracts without consideration



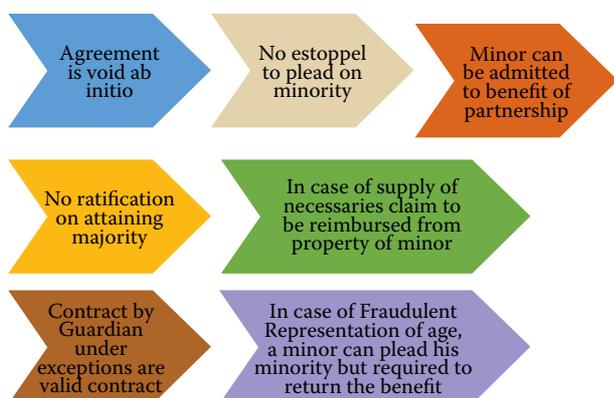
Relevant CaseLaw : In Kedarnath Vs. Gorie Mohammad, it was held that if a promisee undertakes the liability on the promise of the person to contribute to charity, there the contract shall be valid.

II. Competency of parties

(1) Persons eligible to make a contract

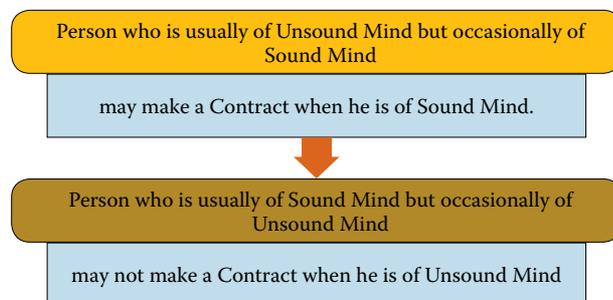


(2) Law relating to Minor's agreement/ Position of minor



Case Law	Facts	Decision
Mohori Bibi vs. Dharmo Das Ghose	A, a minor borrowed ₹20,000 from B and as a security for the same executed a mortgage in his favour. He became a major a few months later and filed a suit for the declaration that the mortgage executed by him during his minority was void and should be cancelled.	It was held that a mortgage by a minor was void and B was not entitled to repayment of money.
Sain Das vs. Ram Chand	Where there was a joint purchase by two purchasers, one of them was a minor	It was held that the vendor could enforce the contract against the major purchaser and not the minor

(3) Position of person of sound mind



(4) Position of agreements with persons of unsound mind

While he is of Unsound Mind	While he is of sound mind
<ul style="list-style-type: none"> • Cannot enter into any Contract • Contract entered during this period is altogether Void • Cannot be held Liable thereon 	<ul style="list-style-type: none"> • Can enter into a valid contract • Liable for such contracts

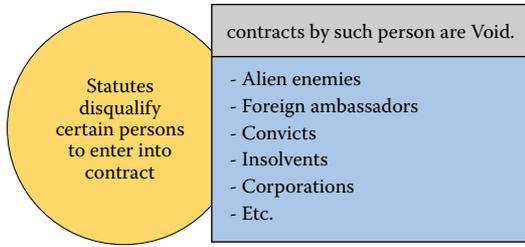
(5) Positions of agreements in case of persons of permanently unsound mind (in case of Idiots)

A person who is permanently of unsound mind		
Cannot enter into any contract	Any agreement entered is altogether void	and not liable thereon

(6) Positions of agreements in case of Drunken/Intoxicated person

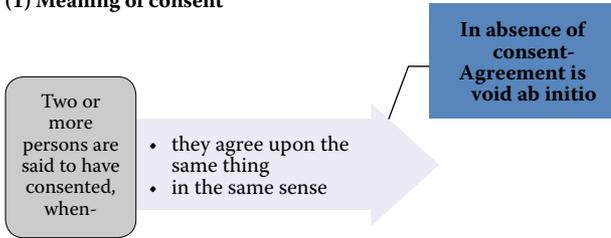
A Sane Person who is delirious from fever or who is so drunk cannot contract during such state because
<ul style="list-style-type: none"> • cannot understand the terms of a contract, • cannot form a rational judgment as to its effect on his interest

(7) Persons disqualified by law

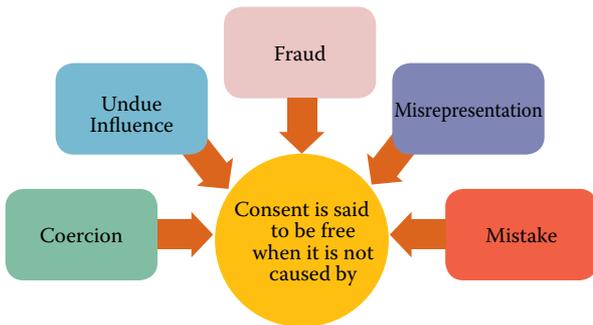


III. Free Consent

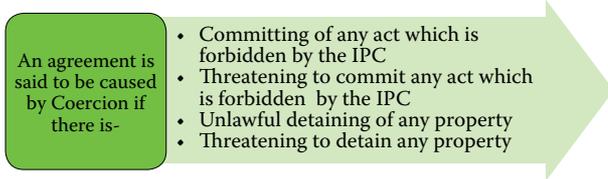
(1) Meaning of consent



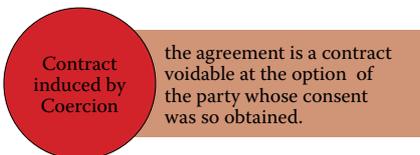
(2) Free Consent



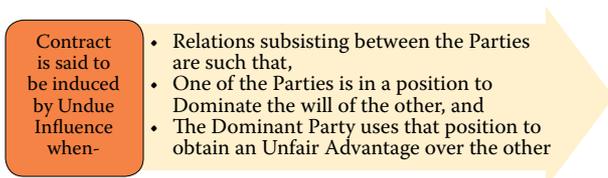
(3) Agreement caused by coercion



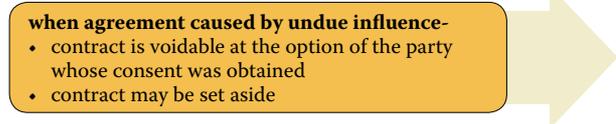
(4) Consequences of Coercion



(5) Undue influence



(6) Effect of undue influence

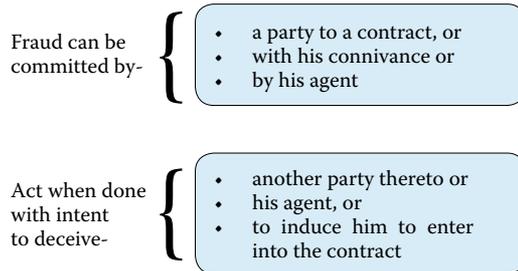


Relevant Case Law
 In Kirpa Ram vs. Sami-Ud-din Ad. Khan, a youth of 18 years of age, spend thrift and a drunkard, borrowed Rs. 90,000 on a bond bearing compound interest at 2% per mensem (p.m.). It was held by the court that the transaction is unconscionable, the rate of interest charged being so exorbitant.

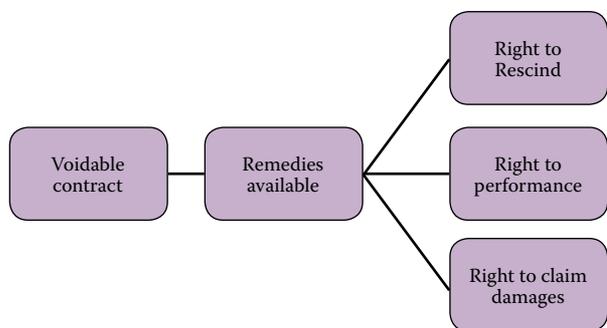
(7) Fraud

Fraud includes any of the following acts-				
suggestion, as to a fact which is not true	active concealment of a fact	promise made without any intention of performing it	Any other act fitted to deceive	act or omission as to law specially declared to be fraudulent

(8) By whom and when fraud is said to be exercised?



(9) Effects of fraud



(10) Does mere silence amount to fraud ?

General Rule- Mere silence as to facts,

- which is likely to affect the willingness of a person, to enter into a contract, **-is no fraud**

Exceptions- Mere silence as to facts,

- where it is the duty of a person to speak, or
- his silence is equivalent to speech, **-silence amounts to fraud**

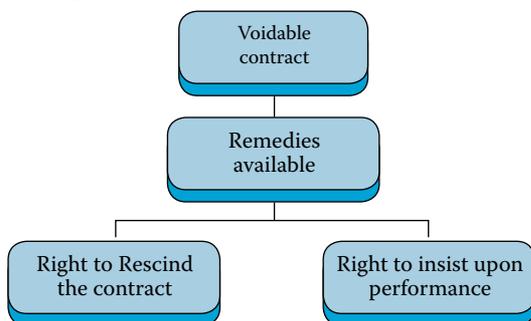
Relevant Case Law

Caselaws	Facts	Decision
Word vs. Hobbs	H sold to W some pigs which were to his knowledge suffering from fever. The pigs were sold 'with all faults' and H did not disclose the fact of fever to W.	Held there was no fraud.
Peek vs Gurney	The prospectus issued by a company did not refer to the existence of a document disclosing liabilities. The impression thereby created was that the company was a prosperous one, which actually was not the case.	Held the suppression of truth amounted to fraud.
Regier V. Campbell Staurt	A broker was asked to buy shares for client. He sold his own shares without disclosing this fact.	Held that the client was entitled to avoid the contract or affirm it with a right to claim secret profit made by broker on the transaction since the relationship between the broker and the client was relationship of utmost good faith.

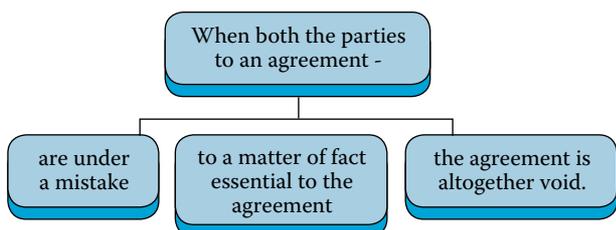
(11) Misrepresentation

- When a person positively states that a fact is true when his information does not warrant it to be so
- When there is a breach of duty by a person without intention to deceive which brings an advantage to him, and loss to the other;
- When a party causes the other party to the agreement to make a mistake as to the subject matter.

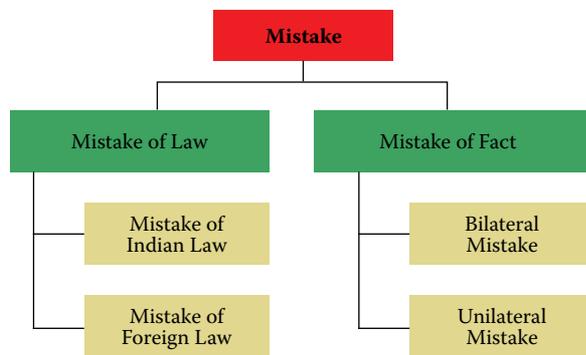
(12) Consequences of misrepresentation



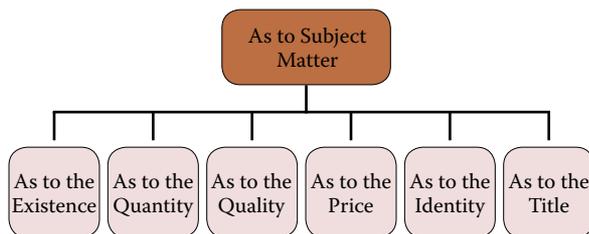
(13) Mistake



(14) Types of mistake



(15) Bilateral Mistake



(16) Unilateral Mistake

- Where only one party to the agreement is under a mistake { A Contract is not Voidable merely because it was caused by one of the parties to it being under a Mistake as to Matter of Fact.
- Exception, { The agreement is void where a unilateral mistake relates to the-
 • Identity of the person contracted with, or
 • Nature of the contract.

(17) Effects of mistake

Nature of Mistake and the nature of Agreement	
In Bilateral Mistake -	The agreement is void.
In Unilateral Mistake - • As to identity of the person contracted with • As to the nature of contract. • As to other matter.	• The agreement is void. • The agreement is void. • The agreement is not void.

(18) Remedies under mistake

Obligation of aggrieved party	He must restore any benefit received by him under the contract to the other party from whom the benefit had been received [Section 64].
Obligation of other party	The person to whom money has been paid or anything delivered by mistake must repay or return it. [Section 72]

(19) Differences

Coercion and Undue influence

Basis of difference	Coercion	Undue Influence
Nature of action	It involves the physical force or threat.	It involves moral or mental pressure.
Involvement of criminal action	It involves committing or threatening to commit any act forbidden by Indian Penal Code or detaining or threatening to detain property unlawfully.	No such illegal act is committed or a threat is given.
Relationship between parties	It is not necessary that there must be some sort of relationship between the parties.	Some sort of relationship between the parties is absolutely necessary.
Exercised by whom	Coercion need not proceed from the promisor nor need it be directed against the promisor. It can be used even by a stranger to the contract.	Undue influence is always exercised between parties to the contract.
Enforceability	The contract is voidable at the option of the party whose consent has been obtained by the coercion.	Where the consent is induced by undue influence, the contract is either voidable or the court may set aside or enforce it in a modified form.

Fraud and misrepresentation

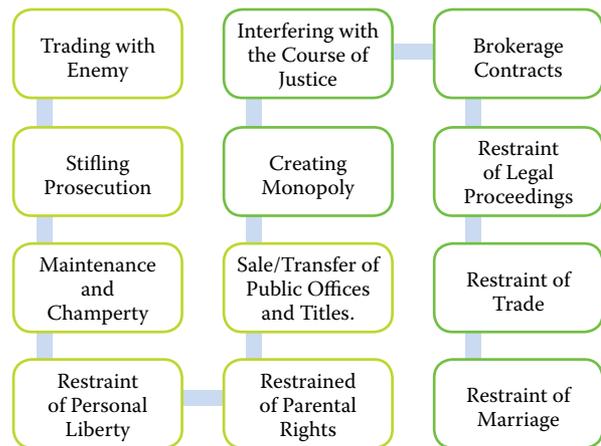
Basis of difference	Fraud	Misrepresentation
Intention	To deceive the other party by hiding the truth.	There is no such intention to deceive the other party.
Knowledge of truth	The person making the suggestion believes that the statement is untrue.	The person making the statement believes it to be true, although it is not true.
Rescission of the contract and claim for damages	The injured party can repudiate the contract and claim damages.	The injured party is entitled to repudiate the contract or sue for restitution but cannot claim the damages.
Means to discover the truth	The party using the fraudulent act cannot secure or protect himself by saying that the injured party had means to discover the truth.	Party can always plead that the injured party had the means to discover the truth.

IV. Legality of Object and Consideration

(1) When there is an unlawful object & unlawful consideration in an agreement, its effect

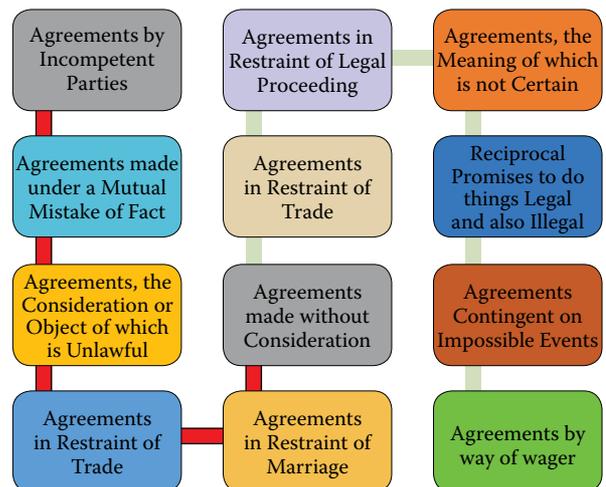
Consideration or Object of an agreement is unlawful, if-				
forbidden by law	defeats provision of any law	If it is fraudulent	involves or implies injury to a person or property of another	immoral or opposed to public policy
The Agreement is Void.	The agreement is void.	The agreement is void.	The agreement is void	The agreement is void.

(2) Agreements against Public policy

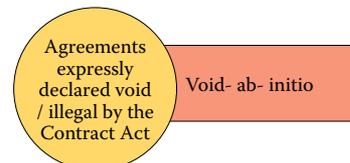


V. Agreements which are expressly declared void

(1) Law declares following agreement to be either illegal or void



(2) Consequences of agreement expressly declared void

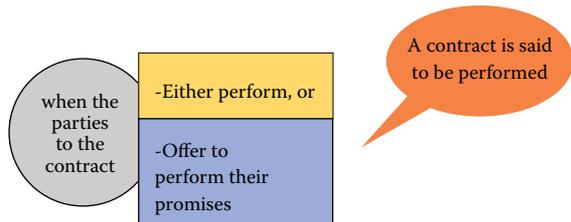


This Capsule deals with the significant concepts covered under units 4, 5 & 6 of Chapter 1 of the Study material of Foundation Paper 2 - Section A -Business Laws. It is in continuation to units 1, 2, & 3 of the chapter 1 published earlier in July 2020 and August 2020 edition of the Student Journal. This capsule itemize significant concepts related to "Performance and Breach of Contract", and "Special Contracts discussing Contingent and Quasi Contract under the Indian Contract Act, 1872. In order to have understanding of the related concepts, this capsule will help to revise and retain the important facet of the legal provisions.

CONCEPTS RELATED TO PERFORMANCE AND BREACH OF CONTRACT AND SPECIAL CONTRACT UNDER THE INDIAN CONTRACT ACT, 1872

I. Performance of Contract

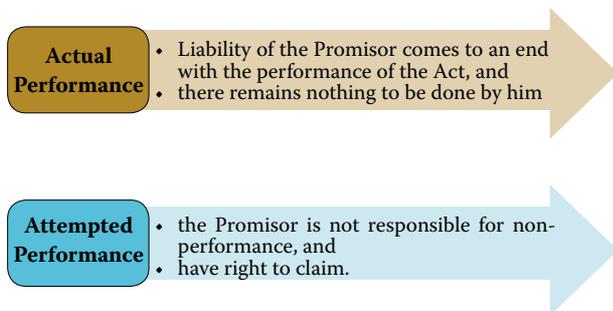
(1) Meaning of Performance



(2) Types of performance of the Contract

Actual performance	Attempted Performance
<ul style="list-style-type: none"> Where a Promisor, made an offer of performance, to Promisee, and the offer has been accepted by the Promisee 	<ul style="list-style-type: none"> Where a Promisor, made an offer, to the Promisee, and the offer has not been accepted by the Promisee

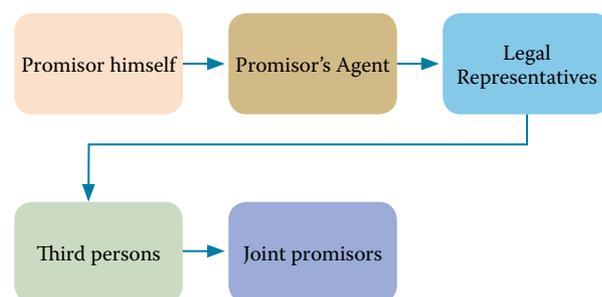
(3) Effects of the performance of the contract



(4) Who may demand performance of contract



(5) Who may perform the contract



(6) Liability of joint promisor

General rule-If two or more persons have made a joint promise, all of them must jointly fulfill the promise.	
After death of any one of them- his legal representative jointly with the survivor/survivors	After the death of the last survivor- the legal representatives of all the original co-promisors

(7) Rules as to time and place for performance of the promise

Case where	Rule as to performance
Time not specified	Within the reasonable time
Time specified but promise is to be performed without promisee's application	During the usual business hours on that particular day
Time specified but promise is to be performed on promisee's application	The promisee must apply for performance at a proper place and within usual business hours
Place not specified	The promisor must apply to the promisee to appoint a reasonable place for the performance and to perform the promise at such place.
Manner for performance	The promise must be performed in the manner and at the time prescribed by the promisee.

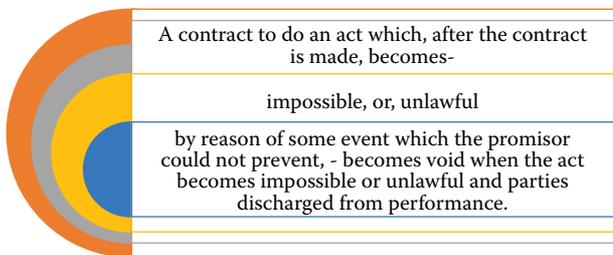
(8) Is time an essence of Contract?

Cases, where-	When time is essence of contract
Parties have Expressly agreed	Time is considered to be essence of Contract
Non-performance at the specified time results in an injury to the Party	Time is considered to be essence of Contract
Nature and necessity requires the performance of the Contract within the specified time	Time is considered to be essence of Contract

(9) Consequences of Non-performance within the specified time

Cases where time is essence of the contract	Cases where time is not essence of a contract
<ul style="list-style-type: none"> Contract becomes Voidable at the option of the Promisee 	<ul style="list-style-type: none"> Contract does not become voidable at the option of the Promisee
<ul style="list-style-type: none"> If performance beyond the specified time is accepted by the Promisee- The Promisee cannot claim compensation for any loss caused by non-performance at the agreed time, unless at the time of acceptance ,he has given a notice to the Promisor of his intention to claim compensation. 	<ul style="list-style-type: none"> The Promisee is entitled to claim compensation for any loss occasioned to him by non-performance of the promise at the agreed time.

(10) Impossibility of performance



(11) Impossibility existing at the time of contract or Initial Impossibility

Case	Effects
If the impossibility is known to the parties	Such an agreement is void-ab-initio
If unknown to the parties	Such an agreement is void on the ground of mutual mistake
If known to the promisor only	Such promisor must compensate for any loss which such promisee sustains through the non performance of the promise.

(12) Supervening impossibility

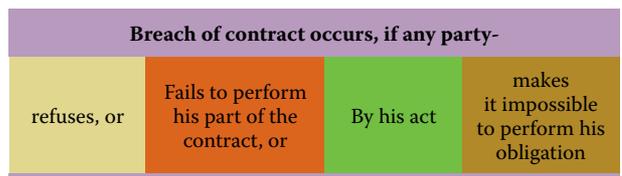
Case	Effects
Where an act becomes impossible after the contract is made	The contract becomes void when the act becomes impossible.
Where an act becomes unlawful by reason of some event beyond the control of promisor	The contract becomes void when the act becomes unlawful.
Where the promisor alone knows about the impossibility	Promisor must compensate the promisee for any loss which might have suffered on account of non-performance of the promise.
Where an agreement is discovered to be void or where a contract becomes void	Any person who has received any benefit under such agreement or contract is bound to restore it or to make compensation to the person from whom he received it.

(13) Discharge of a contract

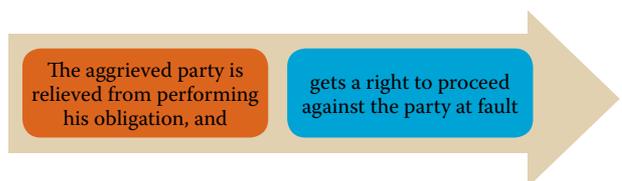
- Discharge by performance
- Discharge by mutual agreement
- Discharge by impossibility of performance
- Discharge by lapse of time
- Discharge by operation of law
- Discharge by breach of contract

II. Breach of contract

(1) When breach of contract take place?

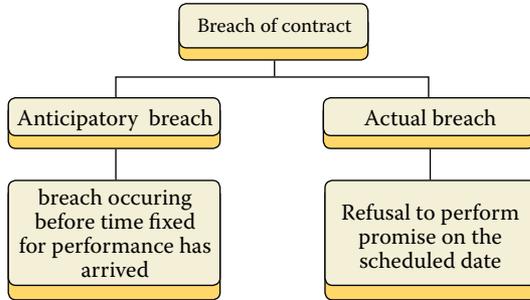


(2) Effects of the Breach of Contract

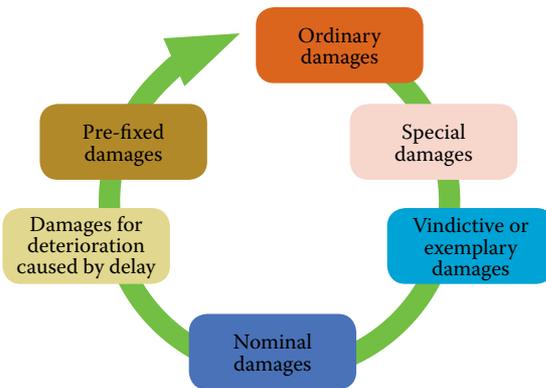


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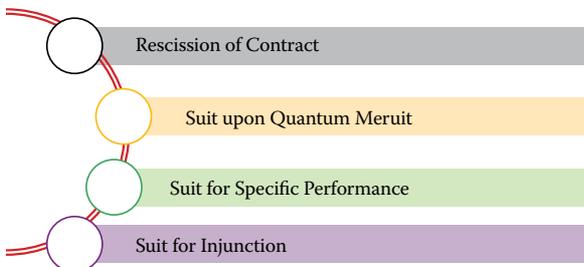
(3) Types of breach of contract



(4) Liability for Damages



(5) Remedies Available

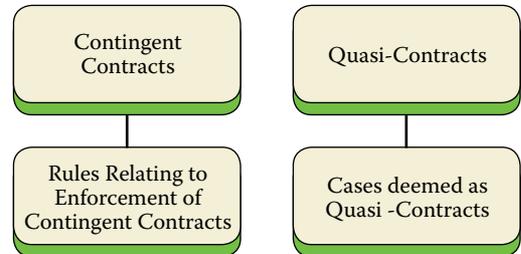


Relevant case laws

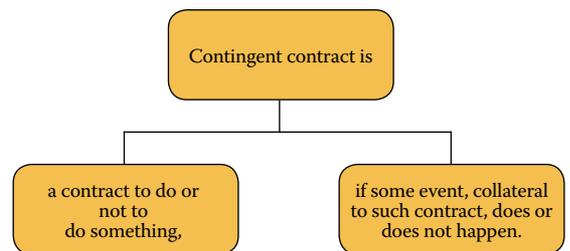
Case laws	Facts	Decision
Hadley Vs. Baxendale	The crankshaft of P's flour mill had broken. He gives it to D, a common carrier who promised to deliver it to the foundry in 2 days where the new shaft was to be made. The mill stopped working, D delayed the delivery of the crankshaft so the mill remained idle for another 5 days. P received the repaired crankshaft 7 days later than he would have otherwise received. Consequently, P sued D for damages not only for the delay in the delivering of the broken part but also for loss of profits suffered by the mill for not having been worked.	The court held that P was entitled only to ordinary damages and D was not liable for the loss of profits because the only information given by P to D was that the article to be carried was the broken shaft of a mill and it was not made known to them that the delay would result in loss of profits.

Case laws	Facts	Decision
Gibbons Vs. West Minister Bank	A business man whose credit has suffered will get exemplary damages even if he has sustained no pecuniary loss.	In the case, it was held that a non-trader cannot get heavy damages in the like circumstances, unless the damages are alleged and proved as special damages.

III. Special types of Contract

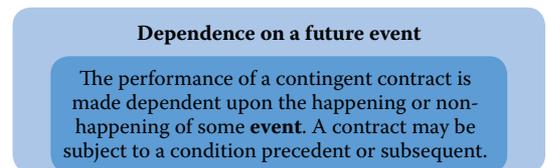


(1) Contingent Contract

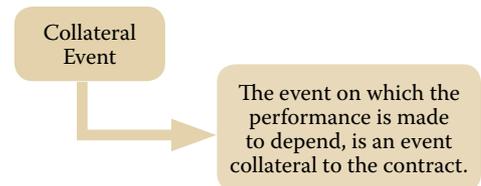


(2) Essentials of a Contingent Contract

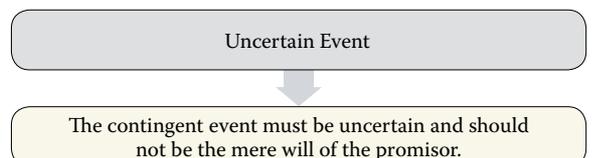
(a) Dependence on future event



(b) 'Event' referred is collateral to the contract



(c) The event must be uncertain



(3) Rules regarding Contingent contracts

<p>Rule 1 Enforcement of contracts contingent on an event 'happening'</p>	<p>Rule 2 Enforcement of contracts contingent on an event 'not-happening'</p>	<p>Rule 3 Contract contingent upon the future conduct of a living person</p>	<p>Rule 4 Contract contingent upon the happening of an uncertain specified event within a fixed time</p>	<p>Rule 5 Contracts contingent upon the non-happening of an uncertain specified event within a fixed time</p>	<p>Rule 6 Agreement contingent on impossible event.</p>
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(a) Rule 1 regarding contingent contracts

Enforcement of contracts contingent on an event 'happening'

Where a contingent contract is made to do or not to do anything if an uncertain future event happens,

- it cannot be enforced by law unless and until that event has happened.
- If the event becomes impossible, such contracts become void.

(b) Rule 2 regarding contingent contracts

Enforcement of contracts contingent on an event 'not-happening'

- Where a contingent contract is made to do or not to do anything
- if an uncertain future event does not happen
- it can be enforced only when the happening of that event becomes impossible and not before.

(c) Rule 3 regarding contingent contracts

Contract contingent upon the future conduct of a living person

- Where, the future event on which a contract is contingent is the way in which a person will act at an unspecified time.
- In such a case, the event shall be considered to have become impossible when such person does anything which renders it impossible that he should so act within any definite time or otherwise than under further contingencies.

(d) Rule 4 regarding contingent contracts

Contract contingent upon the happening of an uncertain specified event within a fixed time;

- Such type of contracts become void if before the expiry of fixed time-
 - Such event does not happen, or
 - Such events becomes impossible.

(e) Rule 5 regarding contingent contracts

Contract contingent upon the non-happening of an uncertain specified event within a fixed time;

- Such contract can be enforced by law if before the expiry of fixed time-
 - Such event does not happen ,or
 - It become certain that such event will not happen.

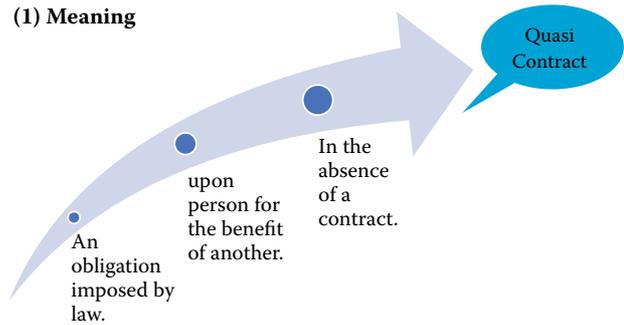
(f) Rule 6 regarding contingent contracts

Agreement contingent on impossible event.

- A contingent agreement to do or not to do anything, if an impossible event happens, is void.
- The impossibility of the event may be or may not be known to the parties to the agreement at the time when they entered into it.

IV. Quasi-Contract

(1) Meaning



(2) Features of a Quasi- Contract

- Imposed by Law
- Obligation is a duty and not the promise of a party
- The right is always a right to money
- Right is available against specific person
- Suit for breach may be filed same as of a complete contract

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(3) Difference between quasi contracts and Contingent contract

Basis of distinction	Quasi- Contract	Contingent Contract
Essential for the valid contract	The essentials for the formation of a valid contract are absent	Present
Obligation	Imposed by law	Created by the consent of the parties

(4) Types of quasi-contracts

- i Claim for necessaries supplied to persons incapable of contracting
- ii Right to recover money paid for another person
- iii Obligation of a person enjoying benefits of non-gratuitous act
- iv Responsibility of a finder of goods
- v Liability for money paid or thing delivered by mistake or under coercion

(a) Type i of quasi-contracts

Claim for necessaries supplied to persons incapable of contracting-

- If necessaries are supplied to a person who is incapable of contracting, e.g. minor or a person of unsound mind-
- the supplier is entitled to claim their price from the property of such a person.

(b) Type ii of quasi-contracts

Right to recover money paid for another person

- A person who has paid a sum of money which another is obliged to pay-
- Such person is entitled to be reimbursed by that other person.

Provided, the payment has been made by him to protect his own interest

(c) Type iii of quasi-contracts

Obligation of a person enjoying benefits of non-gratuitous act

- Such an obligation/right to recover arises "where a person lawfully does anything for another person, or delivers anything to him not intending to do so gratuitously and such other person enjoys the benefit thereof,
- the latter is bound to make compensation to the former in respect of, or to restore, the thing so done or delivered.

(d) Type iv of quasi-contracts

Responsibility of a finder of goods

- A person who finds goods belonging to another, and takes them into his custody
- there such person is subject to the same responsibility as a bailee

(e) Type v of quasi-contracts

Liability for money paid or thing delivered by mistake or under coercion

- A person to whom money has been paid, or anything delivered by mistake, or
- under coercion
- must repay or return it.

(5) Remedy on breach of quasi-contract

When the obligation created by the quasi-contract is not discharged-

- there the injured party is entitled to receive the compensation same as defaulted party had contracted to discharge as it had broken his contract.

Relevant case laws

Case laws	Facts	Decision
ShyamLal vs. State of U.P	'S' a government servant was compulsorily retired by the government. He filed a writ petition and obtained an injunction against the order. He was reinstated and was paid salary but was given no work and in the mean time government went on appeal.	The appeal was decided in favour of the government and 'S' was directed to return the salary paid to him during the period of reinstatement
Hollins vs. Howler L. R. & H. L.,	'H' picked up a diamond on the floor of 'F's shop and handed over the same to 'F' to keep till the owner was found. In spite of the best efforts, the true owner could not be traced. After the lapse of some weeks, 'H' tendered to 'F' the lawful expenses incurred by him and requested to return the diamond to him. 'F' refused to do so.	Held that 'F' must return the diamond to 'H' as he was entitled to retain the goods found against everybody except the true owner.
Trikamdas vs. Bombay Municipal Corporation	'T' was traveling without ticket in a tram car and on checking he was asked to pay ₹5/- as penalty to compound transaction. T filed a suit against the corporation for recovery on the ground that it was extorted from him.	The suit was decreed in his favour.

CA FOUNDATION - PAPER 2B - BUSINESS CORRESPONDENCE AND REPORTING

The capsule presents a brief overview of the topics entailed and vital aspects about concepts covered in all four parts of the curriculum. It also discusses various kinds of questions asked in the examination from each of these parts. Handy tips have been provided with each topic to enable the students to prepare and present their answers in an effective manner. A concise list of Do's and Don'ts is prescribed towards the end to reinforce important points to be remembered from the examination's perspective.

The syllabus has been divided into 4 Parts or Sections:			
S.No	Part/Section	Chapters Covered	Weightage in marks
1.	Part-I Communication	1	5-6
2.	Part-II Sentence Types and Vocabulary	2, 3	9-10
3.	Part-III Comprehension and Note Making	4, 5	10
4.	Part-IV Developing Writing Skills	6 till 13	15

Each Part of the syllabus emphasises upon one of the aspects of Business Correspondence.

Part-I Communication

Overview

Communication is basic to any interaction. It is the process of exchange of ideas, thoughts and opinions, feelings through a verbal or non-verbal medium, between two or more people intending to communicate or correspond with each other or in a group.

Chapter-1 broadly discusses the Essential aspects of communication, Business English and General English, Essentials of Oral Communication, Process of communication and its types, Directions, Networks, Mediums, Characteristics of effective communication and Barriers and one case study.

Types of Question

The questions asked from this chapter are generally direct in nature pertaining to any one topic/concept mentioned above for 1 or 2 marks.

One mark questions should be answered very precisely with clarity.

Two mark questions may include brief description of the topic/concept covering major points with illustrations, if necessary.

Tips for Preparation

Students are advised to read, comprehend and memorise definitions, concepts and nuances of each topic. Understanding the concepts is essential in order to make out what is being asked as questions can sometimes be paraphrased in a manner to examine the expression. Students can ask themselves simple definitions, pointers, examples while studying the chapter to reinforce the concept.

Chapter-2 Introduction to Grammar, Phrase, Clause and Sentence Types comprises the basic sentence structure, Subject, Predicate, Dependent and Independent clauses, Complementments, Types of sentences: Simple, Compound, Complex and Compound-complex, Subject-Verb Agreement, Tense, Active-Passive, Direct-Indirect Speech.

Chapter-3 Introduction, Importance and types of Vocabulary, Effective ways to build vocabulary includes Connotation, Jargons, Synonyms-antonyms, Loan words, Prefix-suffix, Root words, Phrasal verbs, Collocations and idioms.

Types of Questions

All questions carry one mark, include:

- Rewrite a sentence from direct to indirect speech and vice versa
- Rewrite a sentence from active to passive and vice versa
- Identify the type of sentence (compound/ complex/ compound-complex)
- Identify appropriate word order in a sentence based on Sub-Verb Agreement
- Multiple Choice Questions on synonyms, antonyms
- Multiple Choice Questions on meanings of common Idioms, Phrases and collocations.

Tips for Preparation

For the topic Sentence Types, students may go through newspaper articles on myriad themes and subjects. Students can try to identify different sentence structures, Dependent and Independent clauses and observe the writing style used to state/describe ideas, opinions and suggestions. This will help them tremendously to hone their expression during group discussions and presentations while answering questions during examination.

Vocabulary can be gradually enhanced by following a simple habit of learning at least 5 new words and jargon on daily basis with their meaning both in English and Hindi or native language from different sources such as newspapers, dictionary, magazines, books and online material. This helps to remember the precise meaning of the word, its origin, its grammatical structure, different connotations and gives more clarity on the usage with concerning the context.

Students must inculcate the habit of noting unfamiliar/colloquial/ new words they come across while reading books, studying, attempting questions from exercises or watching any audio/ video content. They must use these words appropriately during conversations and communications. This exercise helps to create a personalised lexicon for ready reference.

Part-II Sentence Types and Vocabulary (Word Power)

Overview

Language is unique, underlined, organised, systematic and rule bound. It is based on grammar. A correct sentence is based on grammar. All the languages of the world have limited sounds but infinite sentences and vocabulary. Sentences are not randomly collection of words while they are rule based. Sentences and Vocabulary are the basic building blocks of all formats and language constructs. While sentence construction determines and enhances the coherence and progression of any piece of writing; vocabulary lends a meaning and socio-pragmatic use, describes its connotation, precision and clarity along with enriching the language.

Part-III Comprehension and Note Making

Overview

Comprehension passages are an integral part of most of the language exams. These examine not only basic language skills like reading but also ability to understand the content and analytical skills. The Comprehension passages have academic content and style and include topics from a variety of fields including Arts, Sciences, Social Sciences, etc. Students need not have specific knowledge about the topic to answer the questions.

Note Making is an essential skill students must develop to prepare skimmed, and summarised text for revision and explanation without omitting the vital details about any topic, concept or text. It is highly relevant for students and practitioner as they are required to retain and recall voluminous subject contents in all professional courses. This topic enables students to prepare extensive notes in a structured manner spanning through the text without skipping any detail.

Chapter 4 Comprehension Passages describes strategies for attempting these passages in a step wise manner covering :

- Enhancing reading skills by improving reading speed
- Developing higher order thinking skills through Bloom's Taxonomy to improve comprehension skills.

Chapter 5 Note Making highlights the significance of the topic for students and elucidates a step wise process to prepare notes for a given text material in a sequential manner comprising:

- Strategies of effective Note Making
- Difference between Note Making and Note Taking
- Linear Note Making
- Steps for Linear Note Making

- ✓ Format
- ✓ Indentation
- ✓ Abbreviations/Acronyms

Types of Questions

Part-III is important because there is a compulsory question from the section having two parts with one question each on Comprehension passage and Note Making.

In Comprehension Passages, the questions all for (1 mark each) asked primarily include:

- Multiple Choice Questions
- Subjective questions to be answered in 1-2 sentences

These can be :

Main idea questions: Test the understanding of the whole passage rather than the individual paragraphs/sections of the passage.

Specific detail questions: Based on the facts/details/events presented in the passage.

Inference questions: Ask to draw a logical conclusion from what is said in the passage.

Vocabulary questions: Ask the meaning of a word or phrase within the context of the passage.

Question in Note Making has 2 parts

- To prepare Notes
- To write Summary

Tips for Preparation Comprehension Passages

Students after cursory reading of the passage should try to comprehend the passage verbatim. Thereafter they should:

- Identify the central idea, theme or the subject of the passage. This has to be a noun i.e. a person, place, idea, or a thing. Generally, the main idea of a passage is stated in the first sentence of the paragraph. Sometimes the main idea or topic sentence comes at the end of the paragraph and, on occasion, anywhere in the paragraph. They may not be stated at all, but simply implied.
- Read the opening and closing statement of each paragraph.

- Differentiate between the relevant and irrelevant information in the passage.
- Mark keywords, these can be subjects or entities (nouns), about which something is described, procedures (action verbs) explained, conjunctions between clauses, event/incident narrated.
- Identify logical and semantic sequence of events and supporting details across the entire passage describing the central theme.
- Mark specific words and phrases. They help to understand the relationship between the ideas in a paragraph or paragraphs.
- **Cause-and-effect words** -- as a result, therefore, because of
- **Time words** -- meanwhile, before, belated
- **Contrast words** -- in contrast, conversely, however
- **Addition words** -- also, in addition, further
- **Emphasis words** -- more important, remember, priority
 - Note the context and sentence structure for clues in case of vocabulary based questions specifically if the answer is not known.
- Read through out the passage and identify statements, arguments and inferences or conclusions.
- Ask questions like What, When, Where, How and seek answers in the passage about the keywords, subjects or procedures identified earlier. Record the answers.

Note Making

Students are required to:

- Read the passage carefully and thoroughly.
- Select an appropriate heading based on the central theme of the passage.
- Mark the key-sentences developing the main idea or the central theme containing entities (Nouns), activities (Verbs), details (in case of descriptions) and other ideas to prepare sub-headings and sub sub-headings and give these a logical and semantic sequence according to the passage.
- Not write complete sentence, just related and relevant keywords.
- Ensure that the indentation is maintained.
- Abbreviate long words and prepare the key words.
- Collate the aforesaid points and ideas in a logical sequence to prepare the summary of the language

Part-IV: Developing Writing Skills

Overview

This section comprising 8 chapters forms the biggest and the most important portion having maximum weightage in the curriculum. It encompasses major writing constructs such as Précis, Article, Report, Letter, Mail, and documenting constructs such as Résumé and Meeting. These constructs are readily used in the process of information exchange, and formal correspondence in day to day business operations. It is therefore important to familiarise students with these constructs to enable them to communicate effectively.

Chapters 7 to 13 present each one of these constructs complete with their formats, types, forms and versions supplemented with illustrations and exercises.

Types of Question

- Write a Précis for the given passage/Article or Report about a subject or event/Letter or Mail to a recipient.
- Prepare a Résumé/Agenda or Minutes of a Meeting.

Tips for Preparation

(I) Generic

Students must be conversant with the basic format and essential details corresponding to each of these constructs. While attempting, students can

- Prepare a skeleton structure or a rough template of the format,

- List down pertinent details with respect to each format such as date, subject, time, salutations, item code/order/number/cheque/details/name and main body, concluding message/para, designation and names of participants etc.
- Prepare the main body and sub-sections of the construct and vital pointers with respect to the subject matter to be included for these.
- Fill in the details to complete it.

(II) Specific

(A) Writing a Précis

- Read the text carefully to understand its central theme/idea.
- Suggest/give a suitable title around the central theme.
- Mark keywords such as nouns, verbs, adjectives for descriptions as specified above.
- Skim out any redundant and insignificant details from the passage/text.
- Write it in the third person, indirect reported speech and past tense.
- State the relevant details briefly on the central theme, without any loss of mentioned data.
- Ensure that the sequence of events is maintained as narrated in the passage.
- Adhere to the thought process/view-point of the author in the given passage/text.
- Ensure that the précis does not exceed more than one-third of the given passage.
- Re-iterate the complete process to further omit unnecessary words/sentences or re-frame the sentences to prepare a final edited version.
- It must be complete, self-contained.

(B) Writing an Article

Format

Title illustrating the idea/subject - In the first line

By: Name of the author –Second line

Tips for Writing

- Delineate the article into 2-3 paragraphs, each with a different idea.
- Write a unique, relevant and short topic.
- Target audience should be specified.
- Enumerate ideas before writing and conclude logically.
- **Introduction (Para-1):** Begin with a striking first sentence followed by a brief introduction about the title; a quote in line with the theme or subject/topic/title of the article.
- **Main Body (Para 2):** Mention related facts/figures/practices; Major options; Key stakeholders; Comparison with similar concepts (major similarities/dissimilarities); Origin/Source; Nature, Types and Forms; Past/Present/Future perspectives, Major Causes and Effects on different entities;
- **Main Body (Para-3):** Mention proposed precautions measures/solution; Merits/demerits; Advantage/Disadvantages; Conclusion/Inferene; Final comment/opinion/recommendations.

(C) Writing a Report

Format

Title illustrating the idea/subject - In the first line

By: Name of the author –Second line

Tips for Writing

- Delineate the report into 2-3 paragraphs, comprising a different set of details in each para.

- **Main Body (Para-1):** Describe the incident/event as a live viewer. Begin with a striking opening sentence followed by a brief description. This description must include the date, time and place of the incident/event; name of the event; name of institution/people who organised the event or are involved/affected by it; the objective of the event; ambiance/environment;
- **Main Body (Para-2):** List down the sequence of programmes/activities entailed and a brief description of each of them/ Causes of the incident, related facts/figures; include audience feedback/description by eyewitnesses.
- **Main Body (Para-3):** Future perspectives, plans; important implications, major repercussions; concluding remarks/comments.
 - Write in the third person, indirect reported speech and past tense.
 - Adhere to the word limit.
 - Jargon must be avoided.

(D) (i) Writing a Letter (Formal)

Format with tips

Sender's Address

Date:

Addressee's Address

Salutation

Subject: One line statement briefly citing the purpose of the letter that catches the attention of the recipient and makes the intent aptly clear.

Introduction (Para-1)

Crisply state the reason/objective for writing in 2-3 sentences.

Main body (Para-2)

Pertinent details about the subject matter and key points to be conveyed in 3-4 sentences. These include Item/cheque/order/complaint number; specifications about the product/order/cheque/complaint or any other entity or document.

Conclusion (Para-3)

Re-iterate the objective; state action to be taken if, any by the recipient; expectations from him/her (timely delivery, quality, specific requirements). Essentials terms and conditions to be adhered to Close the letter on a positive note, hoping for a favourable response within the designated time.

Complimentary Close: Warm Regards/Thanking You/Yours truly/Yours sincerely

Sender's Name and Designation

(D) (ii) Circulars

These are formal or official communications (One to many) to be propagated amongst a large target audience such as office employees, students in an institution, or members of a club/organisation.

Format

Circular No. Xxxxx

Date:

Title in 2-3 words: Office Transport Rules/Working Hours; School Vacations/Trip; Club timings/rules; Party Meetings etc.

For all employees/students/members,

Main Body Para (1)

The Objective of the communication should be clearly stated unambiguously, with relevant details.

Para (2)

If any action or response is requested, name with department of the employee/teacher/member or contact details should be specified.

Name of the Person (Optional)

Designation with Department

(D)(iii) Memos or Memorandums

These are reminders, formal communications (One to many), to be communicated amongst a limited target audience of a particular office departments/staff members of an institutions or a specific group of members of a club or organisation, informing/apprising them about a specific decision. It may also be used to update a team on activities for a given project.

Format

Name of the organisation/institution/club

Inter-Departmental Memo

Date:

To: Employees of a Department/Teachers of a class or department/
Seniors Members of a club

From: Name with Designation and Department

Subject: Objective clearly stated such as : Audit/Purchase/
Issurance of equipment such a Laptops Mobile Phones/Tablets;
Suspension/Dismissal of Mr. X;

Main Body Para (1) Information/Decision with stringent norms/
penal action if required, clearly stated.

(E) Writing Formal Mails

These are most commonly used means of instant one to one or one to many communication through an electronic message to share information, illicit response, request details, or any other purpose where some interaction is required.

Format

To: e-Mail address(es) of the recipient(s)

Cc: Copy to: e-Mail addresses of the other stakeholders concerned with the communication

Subject: Purpose of sending the mail clearly stated such as:
Payment to a vendor for Invoice number xxx; Confirmation of
Order Number xxx; Application for the Post of xxx; Stats of
application for registration to CA Foundation/Intermediate/Final
etc.

Main Body

Salutations: Dear/Respected Sir/Madam

Para (1) Brief description in 1-2 sentences, about the purpose of the mail with reference to the subject.

Para (2) Pertinent details complete with attachments and past details(decision/data) about the issue if, any informing/apprising them and specific action expected from the recipient. Instructions should be stated clearly and concisely.

Para (3) Hoping for a favourable response from the recipient within the stipulated period.

Complimentary Closure: Regards/Warm Regards or Best Regards
Name and Designation of the sender

Telephone Number: Landline, Mobile (optional)

(F)(i) Preparing a Chronological Résumé

Résumé per se is a formal document to be presented to the prospective employer that collates complete information/details about the incumbent both educational and job/training related according to the purpose of application in a specific chronological sequence. Chronological Résumé is most commonly used by students who intend to apply for formal training programmes as part of professional courses such as article-ship as part of the CA Course.

Format (Chronological Résumé)

- Name and Contact Details
- Career Objective
- Academic achievements/antecedents in a chronological sequence
- Co-curricular Achievements
- Previous training conducted
- Technical/soft skills
- Interests/hobbies (optional)
- Personal Details

(F) (ii) Combination Résumé

This presents a combination of the incumbent's skills along with professional and academic detail. This format is used to highlight past employment history and specific skill-sets suitable for a given job profile while applying for the same.

Format

- Name and Contact Details
- Career Objective
- Summary of experience gained
- Experience details in reverse chronological sequence

✓ Name of the Organisation/Company

✓ Position/Designated held

✓ Responsibility

✓ Appreciation/Promotions/Rewards if, any

- Technical/soft skills

- Academic achievements/antecedents in a chronological sequence

- Co-curricular Achievements

- Previous training conducted

- Declaration about the details mentioned in the Résumé document being true.

- Date:

Place:

(Name and Signature)

(F)(iii) Cover Letter

It is a formal letter to apply for a specific job profile/position advertised by an organisation. It must be highlighted the reason for applying, suitability for the post, strengths and requisite skills set vis a vis the position, so as to evoke the employer's interest in the incumbent.

Format

Sender's Address Date

Designation/Name of the Addressee Address

Salutation : Dear Sir/Madam,

Subject : Applying for the Post of xxx

Main Body (Para-1) : Introduction with name and position against which applied; mention the source of information with the date.

(Para-2) : Highlight relevant skills and experience most suited for the job profile. Make specific associations between capabilities and job requirements as mentioned in the job description.

Project the skills and experience to make the incumbent most suitable for the post.

Explain the incumbent's interest in the job profile as well as his/her awareness of the organisation's affairs.

(Para-3) : Conclusion: Hoping for a favourable response and asking for follow up details and tentative dates for the subsequent interview/interaction.

Complimentary Close: Yours Sincerely/Thanks & Regards/Best Regards/Warm Regards

Signature (Name)

(G) Meetings

It can be defined as an assembly of individuals in a formal environment such as a corporate set up to discuss/debate upon certain issues/problems and to take decisions. Meetings are mostly pre-ordained to be held at a fixed time, date and venue with a fixed agenda entailing issues/items to be discussed.

Agenda(s) : These are prepared in advance amongst the participants/attendees. These determine/ensure:

- Objective of a meeting
- Issues/topics to be discussed
- Specific time slot is allocated to each speaker
- Sequence in which the issues will be taken up by the respective speaker will
- Meeting is focused and speakers do not deviate from the issues.

(G) (i) Tabular Agenda

Format

Time	Topic/Item	Attendees	Speaker	Duration
11 AM	Strategy for the launch of a new product/service/initiative	Name and designations of participants such as Head of Production, Head of Sales, Head of Marketing, Head of Finance, Managing Director etc.	Name of the official who presents the issue/item	Time(in minutes) allotted for presentation/discussion for eg. 30 minutes
11:30 AM	Market Trends			30 minutes
12 Noon	Tea Break			15 minutes
Subsequent Items				

(G)(ii) Minutes of a Meeting

These entail comments/opinions/suggestions put forth on a particular item/issues and the subsequent decision taken, stated unambiguously in a sequence. These are documented and maintained as a compilation for future reference.

Format

Date:

Time:

Venue:

The meeting started in time

Mr. X, Director Operations (Convenor) gave an Introduction

Mr. Y, the Product Head explained the new product and its salient features.

Mr Z, the Marketing Head gave a detailed presentation about the marketing strategy for various media. The details have been captured in Annexure-A. Suggestions were sought from the members. Individual reports to be submitted by (specified date).

Mr A the sales Head along with a team member explained the sales strategy in upcoming as well as existing markets. Details are provided in Annexure-B. Suggested to recruit more staff to scale up the sales operations.

Mr B the HR Head, proposed for a separate meeting to be held within a week to discuss the modalities of the recruitment process.

Mr C the Managing Director declared the open house session for suggestions and thanked the participants.

Concluding Remarks:

Proposal for fresh recruitments

Marketing Team to collate the suggestions from participants and prepare a detailed report.

Marketing Team to initiate the tending process to identify media partners to advertise the new product.

Action Taken Report (ATR) to be submitted by the Marketing and Sales Team by (specified date).

(G)(iii) Action Taken Report (ATR)

Detailed Report to be submitted by an official or team on the groundwork done/action taken arising out of the discussions held during a meeting. It is important to gauge the work done/ action taken arising out of the discussions held during a meeting. It is important to gauge the progress on the respective item/issue discussed during the previous meeting.

Format

Action Taken Report nth Meeting of Department Heads XYZ Ltd.

As per the meeting held on date, at: venue, the following have been reported:

- Marketing team compiled the suggestions and tendering process initiated the tendering process Annexure-I
- The HR team prepared the modalities for the recruitment process. Detailed report submitted as Annexure-II undersigned.

Director, Operations (Convenor)

Dos and Don'ts

- Improve your business communication skills on a specific standard with reading, speaking, writing, and listening.
- Analyse your basic grammar, sentence structure, spelling error and punctuation.
- Try to enrich your vocabulary and use words from a different perspective.
- Do not use ambiguous words.
- Write simple and short sentences without repetition.
- Practise questions in Part-III and Part-IV in the prescribed time limit (15-18 min each) to improve your verbal skills.
- Be aware of the word limit.
- Opt for questions requiring a minimum word limit.
- Write complete words without spelling error, do not use abbreviations unless required (in Note Making)
- Write grammatically correct sentences. Use different types (Simple, Compound and Complex) of sentences (Simple, Compound and Complex); Direct/Indirect; Active /Passive) while attempting questions from Part-IV.
- Revise the answer, after attempting a question to edit it for a final version.
- Practise for a proper e-Mail, memo, letter, report, article, résumé, and minute of a meeting.