

MOCK TEST PAPER 2

FOUNDATION COURSE

PAPER 2: BUSINESS LAWS AND BUSINESS CORRESPONDENCE AND REPORTING SECTION A:

BUSINESS LAWS

ANSWERS

1. (a) Section 73 of Indian Contract Act, 1872 provides that when a contract has been broken, the party who suffers by such breach is entitled to receive, from the party who has broken the contract, compensation for any loss or damage caused to him thereby, which naturally arose in the usual course of things from such breach, or which the parties knew, when they made the contract, to be likely to result from the breach of it. But such compensation is not to be given for any remote and indirect loss or damage sustained by reason of the breach.

In the instant case, Mr. Harish filed the suit against Himalya Travels Pvt. Ltd. for damages for the personal inconvenience, hotel charges and medical treatment for his wife.

On the basis of above provisions and facts of the case, it can be said that Mr. Harish can claim damages for the personal inconvenience and hotel charges but not for medical treatment for his wife because it is a remote or indirect loss.

- (b) Section 8 of the Companies Act, 2013 deals with the formation of companies which are formed to promote the charitable objects of commerce, art, science, sports, education, research, social welfare, religion, charity, protection of environment etc.

Such company intends to apply its profit in promoting its objects and prohibiting the payment of any dividend to its members.

Hence, a company that is registered under section 8 of the Companies Act, 2013, is prohibited from the payment of any dividend to its members.

In the present case, the company in question is a section 8 company and hence it cannot declare dividend. Thus, the contention of members is incorrect.

(c) Difference between Condition and Warranty

- (i) A condition is a stipulation essential to the main purpose of the contract whereas a warranty is a stipulation collateral to the main purpose of the contract.
- (ii) Breach of condition gives rise to a right to treat the contract as repudiated whereas in case of breach of warranty, the aggrieved party can claim damage only.
- (iii) Breach of condition may be treated as breach of warranty whereas a breach of warranty cannot be treated as breach of condition.

According to Section 13 of the Sale of Goods Act, 1930 a breach of condition may be treated as breach of warranty in following circumstances:

- (i) Where a contract of sale is subject to any condition to be fulfilled by the seller, the buyer may waive the condition,
- (ii) Where the buyer elects to treat the breach of condition as breach of a warranty.
- (iii) Where the contract of sale is non-severable and the buyer has accepted the whole goods or any part thereof.

(iv) Where the fulfilment of any condition or warranty is excused by law by reason of impossibility or otherwise.

2. (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.

(i) **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.

(ii) **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 it's happening becomes impossible.

(iii) **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.**

(iv) **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.

(v) **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".

(vi) **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) **Circumstances in which LLP may be wound up by Tribunal (Section 64 of the LLP Act, 2008):** A LLP may be wound up by the Tribunal:

(a) if the LLP decides that LLP be wound up by the Tribunal;

(b) if, for a period of more than six months, the number of partners of the LLP is reduced below two;

(c) if the LLP is unable to pay its debts;

(d) if the LLP has acted against the interests of the sovereignty and integrity of India, the security of the State or public order;

(e) if the LLP has made a default in filing with the Registrar the Statement of Account and Solvency or annual return for any five consecutive financial years; or

(f) if the Tribunal is of the opinion that it is just and equitable that the LLP be wound up.

3. (a) **Definition of Partnership:** 'Partnership' is the relation between persons who have agreed to share the profits of a business carried on by all or any of them acting for all. (Section 4 of the Indian Partnership Act, 1932)

The definition of the partnership contains the following five elements which must co-exist before a partnership can come into existence:

1. Association of two or more persons
2. Agreement
3. Business
4. Agreement to share Profits
5. Business carried on by all or any of them acting for all

ELEMENTS OF PARTNERSHIP

The definition of the partnership contains the following five elements which must co-exist before a partnership can come into existence:

1. **Association of two or more persons:** Partnership is an association of 2 or more persons. Again, only persons recognized by law can enter into an agreement of partnership. Therefore, a firm, since it is not a person recognized in the eyes of law cannot be a partner. Again, a minor cannot be a partner in a firm, but with the consent of all the partners, may be admitted to the benefits of partnership.

The Partnership Act is silent about the maximum number of partners but Section 464 of the Companies Act, 2013 read with the relevant Rules has now put a limit of 50 partners in any association / partnership firm.

2. **Agreement:** It may be observed that partnership must be the result of an agreement between two or more persons. There must be an agreement entered into by all the persons concerned. This element relates to voluntary contractual nature of partnership. Thus, the nature of the partnership is voluntary and contractual. An agreement from which relationship of Partnership arises may be express. It may also be implied from the act done by partners and from a consistent course of conduct being followed, showing mutual understanding between them. It may be oral or in writing.
3. **Business:** In this context, we will consider two propositions. First, there must exist a business. For the purpose, the term 'business' includes every trade, occupation and profession. The existence of business is essential. Secondly, the motive of the business is the "acquisition of gains" which leads to the formation of partnership. Therefore, there can be no partnership where there is no intention to carry on the business and to share the profit thereof.
4. **Agreement to share profits:** The sharing of profits is an essential feature of partnership. There can be no partnership where only one of the partners is entitled to the whole of the profits of the business. Partners must agree to share the profits in any manner they choose. But an agreement to share losses is not an essential element. It is open to one or more partners to agree to share all the losses. However, in the event of losses, unless agreed otherwise, these must be borne in the profit-sharing ratio.
5. **Business carried on by all or any of them acting for all:** The business must be carried on by all the partners or by anyone or more of the partners acting for all. This is the cardinal principle of the partnership Law. In other words, there should be a binding contract of mutual agency between the partners. An act of one partner in the course of the business of the firm is in fact an act of all partners. Each partner carrying on the business is the principal as well as the agent for all the other partners. He is an agent in so far as he can bind the other partners by his acts and he is a principal to the extent that he is bound by the act of other

partners. It may be noted that the true test of partnership is mutual agency rather than sharing of profits. If the element of mutual agency is absent, then there will be no partnership.

- (b) According to section 17 of the Indian Contract Act, 1872, mere silence as to facts likely to affect the willingness of a person to enter into a contract is not fraud, unless the circumstances of the case are such that, regard being had to them, it is the duty of the person keeping silence to speak, or unless his silence is, in itself, equivalent to speech. Hence, in the instant case,
- (i) This contract is valid since as per section 17, mere silence as to the facts likely to affect the willingness of a person to enter into a contract is not fraud. Here, it is not the duty of the seller to disclose defects.
 - (ii) This contract is not valid since as per section 17, it becomes Pradeep's duty to tell Rakesh about the unsoundness of the horse because a fiduciary relationship exists between Pradeep and his son Rakesh. Here, Pradeep's silence is equivalent to speech and hence amounts to fraud.
 - (iii) This contract is not valid since as per section 17, Pradeep's silence is equivalent to speech and hence amounts to fraud.
- (c) In the instant case, the aggrieved party, in case of misrepresentation by the other party, can avoid or rescind the contract [Section 19, Indian Contract Act, 1872]. The aggrieved party loses the right to rescind the contract if he, after becoming aware of the misrepresentation, takes a benefit under the contract or in some way affirms it.

Accordingly, in the given case, Neeraj could not rescind the contract, as his acceptance to the offer of Rahul to bear 45% of the cost of repairs impliedly amount to final acceptance of the sale.

4. (a) **Exceptions to the Rule *Nemo dat Quod Non Habet*:** The term means, "none can give or transfer goods what he does not himself own". Exceptions to the rule and the cases in which the Rule does not apply under the provisions of the Sale of Goods Act, 1930 are enumerated below:

- (i) **Sale by a Mercantile Agent:** A sale made by a mercantile agent of the goods or document of title to goods would pass a good title to the buyer in the following circumstances, namely;
 - (a) if he was in possession of the goods or documents with the consent of the owner;
 - (b) if the sale was made by him when acting in the ordinary course of business as a mercantile agent; and
 - (c) if the buyer had acted in good faith and has at the time of the contract of sale, no notice of the fact that the seller had no authority to sell. (Proviso to Section 27).

Mercantile agent means an agent having in the customary course of business as such agent authority either to sell goods, or to consign goods for the purposes of sale, or to buy goods, or to raise money on the security of goods. [section 2(9)]

- (ii) **Sale by one of the joint owners:** If one of the several joint owners of goods has the sole possession of them with the permission of the others the property in the goods may be transferred to any person who buys them from such a joint owner in good faith and does not at the time of the contract of sale have notice that the seller has no authority to sell. (Section 28)
- (iii) **Sale by a person in possession under voidable contract:** A buyer would acquire a good title to the goods sold to him by seller who had obtained possession of the goods under a contract voidable on the ground of coercion, fraud, misrepresentation or undue influence provided that the contract had not been rescinded until the time of the sale (Section 29).

- (iv) **Sale by one who has already sold the goods but continues in possession thereof:** If a person has sold goods but continues to be in possession of them or of the documents of title to them, he may sell them to a third person, and if such person obtains the delivery thereof in good faith without notice of the previous sale, he would have good title to them, although the property in the goods had passed to the first buyer earlier. A pledge or other deposition of the goods or documents of title by the seller in possession are equally valid. [Section 30(1)]
 - (v) **Sale by buyer obtaining possession before the property in the goods has vested in him:** Where a buyer with the consent of seller obtains possession of the goods before the property in them has passed to him, he may sell, pledge or otherwise dispose of the goods to a third person, and if such person obtains delivery of the goods in good faith and without notice of the lien or other right of the original seller in respect of the goods in good faith and without notice of the lien or other right of the original seller in respect of the goods, he would get a good title to them. [Section 30(2)].
 - (vi) **Sale by an unpaid seller:** Where an unpaid seller who had exercised his right of lien or stoppage in transit resells the goods, the buyer acquires a good title to the goods as against the original buyer [Section 54(3)].
 - (vii) **Sale under the provisions of other Acts:**
 - (a) Sale by an official Receiver or liquidator of the company will give the purchaser a valid title.
 - (b) Purchase of goods from a finder of goods will get a valid title under circumstances.
 - (c) Sale by a pawnee under default of pawnor will give valid title to the purchaser.
- (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. *Naresh* can validly transfer his interest in the firm by way of sale.
- (ii) On the retirement of the transferring partner (Mr. *Naresh*), the transferee (Mr. *Akash*) 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. *Naresh*'s retirement, Mr. *Akash* would be entitled to receive the value of Mr. *Naresh*'s share to the extent of ₹ 6 crore in the firm's assets.

5. (a) According to Section 50 to 52 of the Sale of Goods Act, 1930, when the buyer of goods becomes insolvent, the unpaid seller who has parted with the possession of the goods has the right of stopping them in transit and he may resume possession of the goods as long as they are in the course of transit and may retain them until payment or tender of the price. However right of stoppage in transit is available only in the following conditions:

- (i) The seller must be an unpaid seller.
- (ii) When the buyer becomes insolvent; and
- (iii) When the goods are in transit.

This right of stoppage in transit is lost if buyer makes sub – sale of such goods during in transit and that buyer purchased in good faith.

- (a) On the basis of above provisions and facts, it can be said that even Mr. Shekharan is an unpaid seller, he cannot apply his right of stoppage in transit as goods has been taken by Mr. Ravi in good faith.
- (b) Further, if Mr. Ravi has knowledge of Mr. Raghwan's insolvency at the time of buying the goods, Mr. Ravi has not bought the goods in good faith. Hence, Mr. Shekharan can exercise his right of stoppage in transit.

- (b) **Doctrine of ultra vires:** The meaning of the term ultra vires is simply "beyond (their) powers". The legal phrase "ultra vires" is applicable only to acts done in excess of the legal powers of the doers. This presupposes that the powers in their nature are limited. It is a fundamental rule of Company Law that the objects of a company as stated in its memorandum can be departed from only to the extent permitted by the Act, thus far and no further. In consequence, any act done or a contract made by the company which travels beyond the powers not only of the directors but also of the company is wholly void and inoperative in law and is therefore not binding on the company.

The impact of the doctrine of ultra vires is that a company can neither be sued on an ultra vires transaction, nor can it sue on it. Since the memorandum is a "public document", it is open to public inspection. Therefore, when one deals with a company one is deemed to know about the powers of the company. If in spite of this you enter into a transaction which is ultra vires the company, you cannot enforce it against the company.

An act which is ultra vires the company being void, cannot be ratified even by the unanimous consent of all the shareholders of the company.

Hence in the given case, ABC Limited cannot enter into a contract outside the purview of its object clause of Memorandum of Association as it becomes ultra vires and thus null and void.

6. (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 becomes 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) Separate Legal Entity: Corporate Veil refers to a legal concept whereby the company is identified separately from the members of the company.

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

Thus, the shareholders are protected from the acts of the company. The leading case law of *Saloman Vs Saloman and Co. Limited*, laid the foundation of concept of corporate veil or independent corporate personality. A company is a person distinct and separate from its members.

Based on the above discussion and provisions, Mr. Raj was entitled to the assets of the company as he was a secured creditor of the company and the contention of the creditors that Mr. Raj and the company are one and same person is wrong.

PAPER 2: SECTION-B: BUSINESS CORRESPONDENCE AND REPORTING

ANSWERS

1. (a) (1) Option d
- (2) The increase in the gross national product and the increase in mean life expectancy shows that higher life expectancy is caused by improved environmental conditions.
- (3) Option a
- (4) To deal with these social problems and make predictions about the future of populations, it is necessary to understand the biological reasons behind this demographic trend towards higher life expectancy.
- (5) The decrease in death due to coronary heart disease illustrates that the abundant resources that have helped to overcome child mortality have also led to better survival at middle age and old age.
- (b) "The Bonsai Culture"
- (1) Bonsai means 'Tray planting'
 - (a) These are small trees
 - (b) Generally small
 - (c) Resemble a large tree
- (2) Bonsai growing is an art form
 - (a) Needs care and precision
 - (b) Requires training and pruning
 - (c) Grown in shallow containers
- (3) Shaped like a mature tree
 - (a) The plant is given a specific shape
 - (b) Requires patience
 - (c) It takes years to grow a bonsai
- (4) Various species can be grown as Bonsai
 - (a) Citrus trees
 - (b) Jade plants
 - (c) Fig trees
 - (d) Pine trees
 - (e) Herbs like rosemary and basil
- (5) How to grow a bonsai?
 - (a) Can be started from a seed
 - (b) Root cloning can be done
 - (c) A pre-started bonsai can be used

- (6) Beauty of a Bonsai
 - (a) Dcrtd with rocks or Japanese figurines
 - (b) Pruned to form unq shapes
 - (c) Act as a strtng point for an aspiring bonsai grwr

Key:

- (1) Ths= these
- (2) Sml= small
- (3) Gntclly= genetically
- (4) Rsmbl= resemble
- (5) Lrg= large
- (6) Grng= growing
- (7) Prpr= proper
- (8) Grn= grown
- (9) Cntnrs= containers
- (10) Spcfc= specific
- (11) Rqrs= requires
- (12) Tks= takes
- (13) Yrs= years
- (14) Vrs= various
- (15) Hw= how
- (16) Strd= started
- (17) Dcrts= decorated
- (18) Unq= unique
- (19) Strtng= starting
- (20) Grwr= grower

(b) Summary

Bonsai means 'tray planting'. It is an art of growing small sized plants that remain short genetically. Bonsai can be grown by using a seed, a root clone or a pre started bonsai. It needs patience and years of hard work and skill to grow a new bonsai. Enthusiasts have to learn the art and often decorate it with rocks and Japanese figurines. Grown in containers, bonsai are pruned in unique shapes that add to their beauty.

- 2. (a) Listening is an important part of oral communication because as listening happens, the mind registers sub consciously the accent, vocabulary, grammar and voice modulation. So listening is an important segment of learning to speak just as a child would do. It is essential to listen to the best models of the language to improve it naturally. The more we listen, the better our conversation will get. Hence, listening is an important aspect to learn speaking.

- (b) (i) Option a
- (ii) Option c
- (iii) Arun said, 'I have visited all the continents'.

(c) **Nature is our teacher**

As children, we were taught to worship gods and read the holy books of our religion. Stories from mythology were told to inculcate morals values in us and to judge what is good and bad, besides learning how to respect parents and teachers. However, later we realize that even elements of nature can be our teachers, the sun, the moon, stars, birds and all the bio diversity around us.

Probably this, is the reason why many cultures worship nature; to teach man to save environment and maintain ecological balance. A good example is the river that keeps on moving and finds its own path. It teaches progression. Man should learn from its surroundings and accept its interference with nature that eventually causes natural disasters like floods and landslides. So, as they say, better late than never, let us start to respect nature and learn from it.

3. (a) Personal attitudes of employees can affect communication within the organisation. A proactive, motivated worker will facilitate the communication process, whereas a dissatisfied, disgruntled, shy, introvert or lazy employee can delay, hesitate in taking the initiative, or refuse to communicate. Good management and regular interaction with staff members can help overcome attitude as a barrier in communication.

- (b) (i) Option 3
- (ii) Option 3
- (iii) Mridula told her mother that she wanted to become a doctor.

(c) Complaint Letter

Education Services Coaching Institute

Chennai

5th May, 2023

M/s Furniture,

T. Nagar, Chennai

Dear Sir/Madam

Subject: Complaint against order number 4/2023/54

This is with reference to order number 4/2023/54, made on 20th April, 2023. The order included two wooden tables, eight chairs, one side stool and two long benches. The order was delivered within the timelines, as promised. However, some of the items delivered are of low quality and some are rather defective.

Firstly, the arm rest of two chairs have a big crack on it. Secondly, the leg of one table is shaky, it looks like it has not been designed properly. Lastly, the long bench was supposed to have a cushioned seat which is missing.

I request you to investigate the concerns and reply as soon as possible. Hope to hear from a representative from your office. I would appreciate it if you could pre-check the quality of orders before sending them to avoid any post- delivery hassles.

Waiting for a quick response!

Thanks and Regards

Ajay Kumar

Founder and Head,

Education Services Coaching Institute

4. (a)

| Formal Communication | Informal Communication |
|---|---|
| Formal communication follows rules, principles and convention. | Informal communication is friendly, casual, and unofficial. |
| It is usually followed in offices, between employees, seniors, juniors, colleagues, clients | This communication is usually between family, friends, neighbours, members of the community and people working together in an organization |
| In formal communication, the hierarchy in the organisation has to be followed. | Informal communication is spontaneous conversation and exchange of information between two or more persons without conforming any chain of command. |
| The communication pattern can be vertical, horizontal or diagonal. | No communication pattern is followed in informal communication. |

- (b) (i) Sumita asked the children to quickly make a queue.
(ii) Students of the final year submitted the research thesis.
(iii) Extra classes in Accounts subject are being requested by students.

(c) Hints: Artificial Intelligence and its impact:

- Age old saying 'Technology has its pros and cons'
- Discuss the importance of technology and its growing dependency.
- Give a few examples of how new technology has brought about landmark changes.
- Introduce the topic of Artificial intelligence (AI).
- Give examples where AI is being used.
- Justify your opinion by taking sides; how AI has entered into human lives.

OR

Hints: Increasing number of juvenile crimes in India

- Reasons for increasing juvenile crimes:
 - easy access of internet
 - Over exposure to content: crime, action etc.

- Adults unable to keep constant check.
- Teenagers accept fiction as reality.
- Accept challenges and in doing so end up committing a crime.
- Measures of control:
 - Constant checks.
 - Limited screen time
 - Spend more time with family and in outdoor activities

5. (a) **Vertical Communication** is a form of communication pattern where information flows upward or downward in the organisation. Data that is collected flows up to the top levels of management for review and decision making, while instructions and orders are passed down from the management/ seniors to the subordinates for implementation.

Horizontal Communication involves communication between two employees of the organisation at the same level. For example, the managers of a project in a company may hold a regular daily, weekly or monthly meeting to discuss the progress of a project.

- (b) (i) Option 3
(ii) Option 2
(iii) Five rounds of the museum were taken by the watchman at night.
(iv) Option 3

(c) **Formal Report (Hints)**

To: Management panel

From: Operations Team

Date: 5th May 2023

Subject: Proposal for regular cleanliness drives

Acknowledgements:

Contents:

1. Need for cleanliness
2. Problems that can be resolved
3. Methodology and plan of action discussed
4. Cost, inventory and expenditure details

Summary

We propose to start cleanliness drives in the office premises as a regular practice. The intent is to spread the message of hygienic surroundings to ensure better productivity. After the pandemic, cleanliness in the surroundings has become an essential part of life. The cost details have been elaborated and a reasonable proposal has been made. Employees will not only benefit from this drive but also get to learn more about health and hygiene. The plan can be executed as soon as possible without further delays.

OR

Cover Letter

A-26 E, Sector-35

C-16/A, Tri Nagar

New Delhi -110006

mohit.garg@gmail.com

April 16, 2023

The Manager HRD

DFG Publishing Pvt. Ltd.

Darya Ganj,

New Delhi 110002.

Dear Sir/Ma'am,

Subject: Application for the Post of Junior Translator

This is with reference to your advertisement in 'The Times of India' dated April 04, 2023, for the post of Junior Translator in your organization. I wish to apply for the same.

I am a post graduate in English from TD College, Delhi University. I am focused, punctual and open to learning. Currently, I am working as a trainee at ABC Publication for the past 6 months in the translation section. This position in your esteemed organization completely gels with my profile and career aspirations.

I can assure that if given an opportunity, I shall work with utmost allegiance and sincerity and prove to be an asset to your organization.

I am enclosing my résumé for your reference. I shall be available for an interview through online or in person on any day of your convenience.

Thank you for your consideration, looking forward to a positive response from you!

Yours Sincerely,

Mohit Garg

Enclosure:

1. Résumé

Résumé

Mohit Garg

A-26 E, Sector-35

C-16/A,

Tri Nagar,

New Delhi

Mob: +91-xxxxx xxxxx

Email: mohit.garg@gmail.com

Objective: To work in an environment where I can hone my skills, enrich my knowledge, realize my true potential and grow as a professional.

Experience: More than 6 months at ABC Publications as a trainee (Translation section)

Educational Qualifications:

| S. No. | Examination / Degree/ Course | Subject Stream | Name of the Institution / Institute / College | Board / University | Year of Passing | Percentage/ Division |
|--------|------------------------------|-----------------|---|--------------------|-----------------|----------------------|
| 1 | MA | English | TD College | Delhi University | 2019 | 69% |
| 2 | BA | English (Hons.) | ASD College | Delhi University | 2017 | 76% |
| 3 | Higher Secondary | Humanities | St. George Public School, New Delhi | CBSE | 2014 | 89% |

Skills:

- Professional: Translation, Transcription, Transliteration
- Technical: MS Word, Excel, Photoshop
- Interpersonal :
 - Good Communication Skills
 - Highly organized and efficient
 - Ability to work independently
 - Ability to work in team

Language Known:

- English, Hindi

Hobbies:

- Reading, Travelling

Personal Details:

- Father's Name: XYZ
- Mother's Name: XYX
- DoB: xx/xx/xxxx
- Gender: Male
- Marital Status: Single

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

Date: April 16, 2023

Place: XYZ

(Mohit Garg)