

Name:

Subject: Business Laws, Ethics and Communication.

Marks scored: 23/70

Q1(a) You have scored 2/6 marks in the given question.

- You have defined coercion incorrectly. It is not just committing or threatening others to do/ not to do any act but "Coercion" is committing, or threatening to commit any act forbidden by Indian Penal Code 1860.
- The definition of undue influence seems to be incomplete. You however managed to describe the crux of the definition well.
- The differentiation mentioned by you was simply a repetition of the introductory part.
- You have missed out the important distinguishing point that contract entered under coercion is voidable at the option of party & contract entered under undue influence is voidable or court may set it aside or enforce it in a modified form.
- It seems you need more practice.

Q1 (b) You have scored 2/6 marks in the given question.

- Your answer was incomplete. You did not mention the 4 basic conditions that need to be satisfied for making the payment of honor. Please refer suggested answers for the same
- Moreover, your introductory part was slightly erroneous and there was not enough clarity. The payment is made after the party fails to make the payment.
- Work more on the concepts.

Q1 (c) You have scored 3/4 marks in the given question.

- Your answer was perfect on all the parts except for the first one wherein you left it incomplete.
- The employee dismissed on the grounds of misconduct is not entitled to bonus only if the misconduct is on the account of fraud, theft, or violent behavior while in the premises.
- Please refer the suggested answers for the same.



Q2 (a) You have scored 2/4 marks in the given question.

- Though your analysis and conclusion is correct, you failed in explaining Section 4(1) of Payment of Gratuity Act, 1972.
- You missed out the key points like "gratuity shall be payable to an employee on the termination of his employment after he has rendered continuous service for not less than five years - on his superannuation/ retirement or resignation / on his death or disablement due to accident or disease
- This led to the deduction of marks.
- Note that mentioning section reference is not necessary but describing the provisions forms an important part of your answer.

Q2 (b) You have scored 2/10 marks in the given question.

- Your answer was a basic description of the concept which did not cover all the important aspects.
- The answer was incomplete and the description written by you could not fetch you marks.
- You failed to mention 9 circumstances where courts have disregarded the corporate personality of the company.
- Refer the suggested answer.
- Detailed study of the provisions is recommended.
- Please avoid writing such vague answers in exam since it spoils your image in examiners opinion.

Q2 (c) You have scored 2/4 marks in the given question.

- The answer was very much valid but the provisions were not discussed in detail.
- You mentioned the case law which was incorrectly named. Please note that it is not necessary to quote case law name in the answer. But if you write wrong case law name then your marks will be deducted.
- Take care of such silly errors and work more on your provisions.

Q3 (a) You have scored 0/4 marks in the given question.

- Please start new question on new page
- Avoid using short forms in your answer i.e. instead of writing "PF", write Provident Fund
- Your answer is very different from what was expected.