

INTERMEDIATE EXAMINATION

GROUP - I (SYLLABUS 2016)

SUGGESTED ANSWERS TO QUESTIONS DECEMBER - 2017

Paper - 6 : LAWS & ETHICS

Time Allowed : 3 Hours

Full Marks : 100

The figures in the margin on the right side indicate full marks.

This question paper has two sections.

Both the sections are to be answered subject to instructions given against each.

Section - A

1. Answer all questions: 25
- (a) Multiple choice questions: 10
- (i) Which one of the following is not the discharge by operation of law?
(A) By merger
(B) By insolvency
(C) By breach of contract
(D) By the unauthorized alteration of items of a written document
- (ii) Which of the following is a method of discharge from liability?
(A) By endorsement
(B) By promising
(C) By cancellation
(D) By registration
- (iii) A partner may contribute to the LLP
(A) tangible or intangible property.
(B) moveable or immoveable property.
(C) money, promissory note etc.
(D) Any of the above
- (iv) Gratuity is payable to an employee after he has rendered continuous service for not less than five years on his
(A) transfer
(B) daughter's marriage
(C) re-employment
(D) resignation
- (v) Who will not be considered as an employee?
(A) Canteen workers
(B) Casual workers
(C) Partners
(D) Part time employee
- (vi) "Individual pension account" means an account of subscriber, executed by a contract setting out the terms and conditions under the
(A) Provident fund scheme
(B) National pension system
(C) Citizen welfare system
(D) Minimum wage payment scheme
- (vii) Which of the following is not a category of company?
(A) Inactive company
(B) Assistant company
(C) Dormant company

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- (D) Producer company
- (viii) Section 92 of the Companies Act, 2013 requires a company to prepare and file annual return in form no.
- (A) MGT-12
(B) INC-23
(C) MGT-7
(D) SH-10
- (ix) An instrument of the proxy shall be deposited with the registered office of the company within _____ before the conduct of the meeting.
- (A) 7 hours
(B) 21 hours
(C) 48 hours
(D) 60 hours
- (x) A proper foundation of ethics requires a standard of _____ to which all goals and actions can be compared to.
- (A) value
(B) living
(C) life
(D) speech

(b) Match and Pair:

5

	Column I		Column II
1.	Hybrid between a company and a partnership	(A)	Existence from the time of incorporation to winding up
2.	Perpetual succession	(B)	Powers of the controlling authority
3.	Red herring prospectus	(C)	Need for business ethics
4.	Requiring the discovery and production of documents	(D)	A limited liability partnership
5.	Smooth functioning	(E)	Does not include complete particulars of the quantum or price of securities

(c) True or False:

5

- (i) The seller of the goods is not bound to deliver them until the buyer applies for the delivery.
- (ii) The partners of a LLP may remove an auditor from office at any time by following the procedure as laid down in the LLP agreement.
- (iii) The certificate of fitness granted by the certifying surgeon shall be valid for a period of 24 months from the date thereof.
- (iv) The e-voting shall remain open for not less than 3 days and shall close at 5.00 P.M. on the date preceding the date of general meeting.
- (v) The term 'ethics' derived from French word 'ethos' which means character.

(d) Match and Pair:

5

- (i) Remission means _____ of a lesser performance than what is actually due under the contract.
- (ii) A promissory note or bill of exchange, in which no time for payment is specified, and a cheque, are payable on _____.
- (iii) Where a person provides labour or service to another for remuneration which is less than the minimum wage, such labour is called _____.
- (iv) The monies received on application shall be kept in a separate bank account in a _____ bank.
- (v) The seven principles of _____ were set out by Lord Nolan in 1995.

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Answer:

1. (a) (i) (C)
(ii) (C)
(iii) (D)
(iv) (D)
(v) (C)
(vi) (B)
(vii) (B)
(viii) (C)
(ix) (C)
(x) (A)

(b)

	Column I		Column II
1.	Hybrid between a company and a partnership	(D)	A limited liability partnership
2.	Perpetual succession	(A)	Existence from the time of incorporation to winding up
3.	Red herring prospectus	(E)	Does not include complete particulars of the quantum or price of securities
4.	Requiring the discovery and production of documents	(B)	Powers of the controlling authority
5.	Smooth functioning	(C)	Need for business ethics

- (c) (i) True
(ii) True
(iii) False
(iv) True
(v) False

- (d) (i) Acceptance
(ii) Demand
(iii) Forced labour
(iv) Scheduled
(v) Public life

Section – B

Answer any five questions:

2. (a) What are the position of Minor's agreement and effect thereof?

(b) A agreed to become an assistant for five years to B who was a doctor practicing at Chennai. It was also agreed that during the term of agreement A will not practice on his own account in Chennai. At the end of one year, A left the assistantship of B and began to practice on his own account. Referring to the provisions of the Indian Contract Act, 1872, decide whether A could be restrained from doing so. 10+5=15

Answer:

2. (a) The position of Minor's agreement and effect thereof is under;
1. An agreement with a minor is void ab-initio.
 2. The law of estoppels does not apply against a minor. *It means a minor can always plead his minority despite earlier misrepresenting to be a major.* In other words he cannot be held liable on an agreement on the ground that since earlier he had asserted that he had attained majority.

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3. Doctrine of Restitution does not apply against a minor. In India the rules of restitution by minor are similar to those found in English laws. The scope of restitution of contract by minor was examined by the Privy Council in Mohiri Bibi case when it has held that the restitution of money under section 64 of the Indian Contract Act cannot be granted under section 65 because a minor's agreement is not voidable but absolutely void *ab-initio*. Similarly no relief can be granted under section 65 as this section is applicable where the agreement is discovered to be void or the contract becomes void.
 4. No Ratification on Attaining Majority-Ratification means approval or confirmation. A minor cannot confirm an agreement made by him during minority on attaining majority. If he wants to ratify the agreement, a fresh agreement and fresh consideration for the new agreement is required.
 5. Contract beneficial to Minor - A minor is entitled to enforce a contract which is of some benefit to him. Minority is a personal privilege and a minor can take advantage of it and bind other parties.
 6. Minor as an agent - A minor can be appointed an agent, but he is not personally liable for any of his acts.
 7. Minor's liability for necessities - If somebody has supplied a minor or his dependents with necessities, minor's property is liable but a minor cannot be held personally liable
 8. A minor cannot be adjudged insolvent as he is incapable of entering into a contract.
 9. Where a minor and an adult jointly enter into an agreement with another person the minor is not liable and the contract can be enforced against the major person.
- (b) According to the provisions of the Indian Contract Act, 1872, as contained - Section 27 any agreement through which a person is restrained from exercising a lawful profession or trade/business is void.

But an agreement of service by which a person binds himself during the term of the agreement not to take service with anyone else directly or indirectly to promote any business in direct competition with that of his employer is not in restraint of trade.

Therefore, 'A' cannot be restrained by an injunction from doing so.

3. (a) What do you understand by "Caveat-Emptor" under the sale of Goods Act, 1930? What are the exceptions to this rule?

- (b) X, by inducing Y, obtains a Bill of Exchange from him fraudulently in his (X) favour. Later, he enters into a commercial deal and endorses the bill to Z towards consideration to him (Z) for the deal. Z takes the Bill as a holder in due course. Z subsequently endorses the bill to X for value, as consideration to X for some other deal. On maturity, the bill is dishonoured. X sues Y for recovery of money. With reference to the provisions of Negotiable Instruments Act, decide whether X will succeed in the case.**
- 8+7=15**

Answer:

3. (a) 'Caveat emptor' means "let the buyer beware", i.e. in sale of goods the seller is under no duty to reveal unflattering truths about the goods sold. Therefore, when a person buys some goods, he must examine them thoroughly. If the goods turn out to be defective or do not suit his purpose, or if he depends upon his skill and judgment and makes a bad selection, he cannot blame anybody excepting himself.

The rule is enunciated in the opening words of section 16 of the Sale of Goods Act, 1930 which runs thus: -Subject to the provisions of this Act and of any other law for the time being in force, there is no implied warranty or condition as to the quality or

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fitness for any particular purpose of goods supplied under a contract of sale".

The rule of caveat emptor does not apply in the following cases:

1. *Fitness for buyer's purpose*: Where the buyer, expressly or by implication, makes known to the seller the particular purpose for which he requires the goods and relies on the seller's skill or judgment and the goods are of a description which it is in the course of the seller's business to supply, the seller must supply the goods which shall be fit for the buyer's purpose. (Section 16(1)).
 2. *Sale under a patent or trade name*: In the case of a contract for the sale of a specified article under its patent or other trade name, there is no implied condition that the goods shall be reasonably fit for any particular purpose (Section 16(1)).
 3. *Merchantable quality*: Where goods are bought by description from a seller who deals in goods of that description (whether he is in the manufacturer or producer or not), there is an implied condition that the goods shall be of merchantable quality. But if the buyer has examined the goods, there is no implied condition as regards defects which such examination ought to have revealed. (Section 16(2)).
 4. *Usage of trade*: An implied warranty/or condition as to quality or fitness for a particular purpose may be annexed by the usage of trade. (Section 16(3)).
 5. *Consent by fraud*: Where the consent of the buyer, in a contract of sale, is obtained by the seller by fraud or where the seller knowingly conceals a defect which could not be discovered on a reasonable examination, the doctrine of caveat emptor does not apply.
- (b) Section 58 of Negotiable Instruments Act provides that when an instrument is obtained by fraud, offence or for unlawful consideration, possessor or endorsee cannot receive the amount of Instrument. Hence, normally X would not be entitled to sue Y as X has obtained instrument through fraud.

However, as per section 53, a holder who derives title from holder in due course has all rights of a holder in due course. Since X derives his title from Z (who is a holder in due course), X has all rights of Z.

Second part of section 58 also makes it clear that even if a negotiable instrument is obtained by means of an offence or fraud or for unlawful consideration, the possessor or endorsee is entitled to receive the amount from the maker, if he is a holder in due course or claims through a person who was a holder in due course. Hence, X can sue Y as he is deriving his right from Z, who is holder in due course. Hence, X will succeed.

4. (a) What are the different kinds of deduction that can be made from wages under the Payment of Wages Act, 1936?

(b) When can a member withdraw from his National Pension Funds account? 10+5=15

Answer:

4. (a) Section 7 of the Payment of Wages Act, 1936 deals with the details of deduction from wages. Section 7(2) provides that deductions from the wages of an employed person shall be made only in accordance with the provisions of this Act and may be of the following kinds only, viz.:
- fines;
 - deductions for absence from duty;
 - deductions for damage to or loss of goods expressly entrusted to the employed

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- person for custody or for loss of money for which he is required to account where such damage or loss is directly attributable to his neglect or default;
- deductions for house-accommodation supplied by the employer or by government or any housing board set up under any law for the time being in force (whether the government or the board is the employer or not) or any other authority engaged in the business of subsidizing house-accommodation which may be specified in this behalf by the State Government by notification in the Official Gazette;
 - deductions for such amenities services supplied by the employer as the State Government or any officer specified by it in this behalf may by general or special order authorize;
 - deductions for recovery of advances of whatever nature (including advances for travelling allowance or conveyance allowance) and the interest due in respect thereof or for adjustment of over-payments of wages;
 - deductions for recovery of loans made from any fund constituted for the welfare of labor in accordance with the rules approved by the appropriate Government and the interest due in respect thereof;
 - deductions for recovery of loans granted for house-building or other purposes approved by the appropriate Government and the interest due in respect thereof;
 - deductions of income-tax payable by the employed person;
 - deductions required to be made by order of a court or other authority competent to make such order;
 - deductions for subscriptions to and for repayment of advances from any provident fund to which the Provident Funds Act 1952 applies or any recognized provident funds as defined in section 2 (38) of the Indian Income Tax Act 1961 or any provident fund approved in this behalf by the appropriate Government during the continuance of such approval;
 - deductions for payments to co-operative societies approved by the appropriate Government or any officer specified by it in this behalf or to a scheme of insurance maintained by the Indian Post Office and
 - deductions made with the written authorization of the person employed for payment of any premium on his life insurance policy to the Life Insurance Corporation Act of India established under the Life Insurance Corporation 1956 or for the purchase of securities of the Government of India or of any State Government or for being deposited in any Post Office Saving Bank in furtherance of any savings scheme of any such government.
 - deductions made with the written authorization of the employed person for the payment of his contribution to any fund constituted by the employer or a trade union registered under the Trade Unions Act, 1926 for the welfare of the employed persons or the members of their families or both and approved by the appropriate Government or any officer specified by it in this behalf during the continuance of such approval;
 - deductions made with the written authorization of the employed person for payment of the fees payable by him for the membership of any trade union registered under the Trade Unions Act, 1926; '
 - deductions for payment of insurance premium on Fidelity Guarantee Bonds;
 - deductions for recovery of losses sustained by a railway administration on account of acceptance by the employed person of counterfeit or base coins or mutilated or forged currency notes;
 - deductions for recovery of losses sustained by a railway administration on account of the failure of the employed person to invoice to bill to collect or to account for the appropriate charges due to that administration, whether in respect of fares, freight, demurrage wharfage and crantage or in respect of sale of food in catering establishments or in respect of sale of commodities in grain shops or otherwise;
 - deductions for recovery of losses sustained by a railway administration on account of any rebates or refunds incorrectly granted by the employed person where such

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loss is directly attributable to his neglect or default;

- deductions made with the written authorization of the employed person, for contribution to the Prime Minister's National Relief Fund or to such other Fund as the Central Government may, by notification in the Official Gazette specify;
- deductions for contributions to any insurance scheme framed by the Central Government for the benefit of its employees.

[Note: Any ten points from above mentioned items or other as mentioned in the Act is sufficient to attract the full marks]

(b) A Member of the National Pension Fund can withdraw following situation.

- (1) At any point in time before 60 years of Age (min. contribution for 10 years)
Minimum 80% of the pension wealth to be utilised for purchasing a life annuity from the empanelled ASP. Remaining 20% of the pension wealth can be withdrawn as lump sum.
If pension wealth is equal or less than ` 1 lakh, entire amount will be paid as lump sum.
- (2) On attaining the Age of 60 years and up to 70 years of age
Purchasing a life annuity from the empanelled ASP, subject to maximum deferment of 3 years. Remaining 60% of the pension wealth can be withdrawn as lump sum or can be deferred and withdrawn anytime before 70 years. Subscriber can also contribute till withdrawal or 70. If pension wealth is equal or less than ` 2 lakhs, entire amount will be paid as lump sum.
- (3) Death due to any cause (all citizen)
In such an unfortunate event, option will be available to the nominee to receive 100% of the NPS pension wealth in lump sum. However, if the nominee wishes to continue with the NPS, he/she shall have to subscribe to NPS individually after following due KYC procedure.

5. (a) Discuss the procedure for conducting a poll in a meeting of a company.

(b) Elucidate the circumstances in which a company cannot buy-back its own shares as per the provisions of the Companies Act, 2013. 9+6=15

Answer:

5. (a) As per the provisions of the Companies Act, 2013 where a poll is to be taken, the Chairman of the meeting shall appoint such number of persons, as he deems necessary, to scrutinize the poll process and votes given on the poll to report thereon to him. The Chairman of the meeting shall have power to regulate the manner in which the poll shall be taken.

Rule 21 provides that the Chairman of a meeting shall, in the poll process, ensure that-

- The Scrutinizers are provided with the Register of Members, specimen signatures of the members, Attendance Register and Register of Proxies;
- The Scrutinizers are provided with all the documents received by the Company
- The Scrutinizers shall arrange for Polling papers and distribute them to the members and proxies present at the meeting;
- In case of joint shareholders, the polling paper shall be given to the first named holder or in his absence to the joint holder attending the meeting as appearing in the chronological order in the folio;
- The Polling shall be in Form No. MGT-12;
- The Scrutinizers shall lock and seal an empty polling box in the presence of the members and proxies:

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- The Scrutinizers shall open the Polling box in the presence of two persons as witnesses after the voting process is over;
- In case of ambiguity about the validity of a proxy, the Scrutinizers shall decide the validity in consultation with the Chairman;
- The Scrutinizers shall ensure that if a member who has appointed a proxy has voted in person, the proxy's vote shall be disregarded;
- The Scrutinizers shall count the votes cast on poll and prepare a report thereon addressed to the Chairman;
- The Scrutinizers shall submit the Report to the Chairman who shall counter-sign the same;
- The Chairman shall declare the result of Voting on poll. The result may either be announced by him or a person authorized by him in writing.

The scrutinizers appointed for the poll, shall submit a report to the Chairman of the meeting in form No. MGT-13. The report shall be signed by the scrutinizer(s) and the same shall be submitted by them to the Chairman of the meeting within seven days from the date the poll is taken.

- (b) Circumstances in which a company cannot buy back its own shares As per Section 70 of the company act 2013, a company cannot buy back shares or other specified securities directly or indirectly
- (a) Through any subsidiary company including its own subsidiaries; or
 - (b) Through investment or group of investment companies; or
 - (c) When the company has defaulted in the repayment of deposit or interest thereon, redemption of debentures or preference shares or payment of dividend or repayment of any term loan or interest thereon to any financial institution or bank. The problem does not apply if the default has been remedied and a period of three years has elapsed after such default ceased to subsist.
 - (d) Company has defaulted in filing of Annual Return (section 92), declaration of dividend (section 123) or punishment for failure to distributed dividend (section 127) and financial statement (section 129)

6. (a) What are the different duties of a director in a company as per the Companies Act, 2013?

(b) Enumerate the provisions relating to Restrictions on powers of Board.

8+7=15

Answer:

6. (a) As per Section 166 of the Companies Act, 2013 a director of a company is bound to perform the following duties as mentioned below:
- A director of a company shall act in accordance with the articles of the company.
 - A director of a company shall act in good faith in order to promote the objects of the company for the benefit of its members as a whole, and in the best interests of the company, its employees, the shareholders, the community and for the protection of environment.
 - A director of a company shall exercise his duties with due and reasonable care, skill and diligence and shall exercise independent judgment,
 - A director shall not involve in a situation in which he may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the company,
 - A director of a company shall not achieve or attempt to achieve any undue gain or advantages either to himself or to his relatives, partners or associates and if such director is found guilty of making any undue gain, he shall be liable to pay an amount equal to that gain to the company,
 - A director of a company shall not assign his office and any assignment so made shall be void,
- If a director of a company contravenes the provisions of Section 166 such director

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shall be punishable with fine which shall not be less than one lakh rupees but which may extend to five lakh rupees.

(b) Section 180 of the Companies Act 2013: Restrictions on powers of Board

The board can exercise the following powers only with the consent of the company by special resolution, namely -

- (a) to sell, lease or otherwise dispose of the whole or substantially the whole of the undertaking of the company or where the company owns more than one undertaking, of the whole or substantially the whole of any of such undertakings.
- (b) to invest otherwise in trust securities the amount of compensation received by it as a result of any merger or amalgamation;
- (c) to borrow money, where the money to be borrowed, together with the money already borrowed by the company will exceed aggregate of its paid-up share capital and free reserves, apart from temporary loans obtained from the company's bankers in the ordinary course of business;
- (d) to remit, or give time for the repayment of, any debt due from a director.

The special resolution relating to borrowing money exceeding paid up capital and free reserves specify the total amount up to which the money may be borrowed by Board.

The title of buyer or the person 'who takes on lease any property, investment or undertaking on good faith cannot be affected and also in case if such sale or lease covered in the ordinary business of such company.

The resolution may also stipulate the conditions of such sale and lease, but this doesn't authorise the company to reduce its capital except the provisions contained in this Act.

The debt incurred by the company exceeding the paid capital and free reserves is not. Valid and effectual, unless the lender proves that the loan was advanced on good faith and also having no knowledge of limit imposed had been exceeded.

7. (a) Why business ethics is more important and immensely needed in the present business environment? Discuss.

(b) Discuss the procedure for determination of the amount of gratuity as per section 7 of the Payment of Gratuity Act, 1972. 10+5=15

Answer:

7. (a) The following points are considered as the needs and importance of business ethics in present business environment:-
- (i) To stop business malpractice
 - (ii) To improve customers' satisfaction
 - (iii) For the survival of the business
 - (iv) To safeguard consumers' right
 - (v) To protect employees and shareholders
 - (vi) To develop good relations
 - (vii) For smooth functioning
 - (viii) Consumer movement
 - (ix) Consumer satisfaction
 - (x) Importance of labour
 - (xi) Healthy competition

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(xii) To create good image

- (b) Section 7 of the Payment of Gratuity Act, 1972 prescribes the procedure for determination of the amount of gratuity. As soon as the gratuity becomes payable the employer shall determine whether the employee has made application or not, determine the amount of gratuity. Then he is to give notice to the person to whom the gratuity is payable and also to the controlling authority, specifying the amount of gratuity so determined.

The employer shall arrange to pay the amount of gratuity within 30 days from the date of its becoming payable to the person to whom it is payable. If it is not paid within stipulated period the employer is liable to pay interest at the rate of 10 % per annum. If the delay in payment is due to the fault of the employee and the employer has obtained permission in writing from the controlling authority for the delayed payment, on this ground, no interest is payable.

If the claim for gratuity is not found admissible, issue a notice in form 'M' to the applicant employee nominee or legal heir, as the case may be, specifying the reasons why the claim for gratuity is not considered admissible. In either case a copy of the notice shall be endorsed to the controlling authority.

8. Write short notes on any three of the following terms:

5×3=15

- (a) Contingent Contract**
- (b) Director Identification Number (DIN)**
- (c) Business Ethics**
- (d) Cleanliness of factory**

Answer:

8. (a) Contingent contract

Section 31 under the Indian Contract Act, 1872 defines 'contingent contract' as a contract to do or not to do something, if some event, collateral to such contract, does or does not happen. The following are the essential of contingent contract-

- a) Uncertainty and futurity of the event to which it is related
- b) Uncertain future event must be collateral to the contract

A contingent contract need not necessarily be independent on any external event. It may be conditional on the voluntary act or the future conduct of one of the parties or a third person. Section 32 of the Act provides that contingent contract to do or not to do anything if an uncertain future event happens cannot be enforced by law unless and until that event has happened. If the event becomes impossible, such contracts become void.

(b) Director Identification Number

Every individual, who is to be appointed as director of a company shall make an application electronically in Form No. DIR-3 to the Central Government for allotment of DIN along with the prescribed fees. The applicant can download the said form from the website of Ministry of Corporate Affairs ('MCA' for short) duly filled in all respects along with photograph and signed digitally. The form shall be verified by a Chartered Accountant in practice or a Company Secretary in practice or a Cost Accountant in practice.

On application, the system shall generate an application number. The Central Government shall process the application and decide the approval or rejection and communicate the same to the applicant along with the DIN allotted in case of approval by way of a letter by post or electronically or in any other mode within 30 days from the receipt of such application.

If any defect is found in the application the Central Government shall give intimation of such defect or incompleteness to the applicant by placing it on its web site and by

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email to the applicant to rectify such defects within 15 days from the date of intimation. If the same has not been rectified the Government shall reject the application directing to file a fresh application. In case of rejection or invalidation of application the fee so paid with the application shall neither be refunded nor adjusted with any other application.

The DIN allotted to a director before the commencement of this Act shall be deemed to be the DIN allotted under the present Act. The DIN allotted shall be valid up to the life time of the Director. The said number shall not be allotted to any other person. Similarly a person shall be allotted only one DIN. The director, on allotment of DIN, is to intimate the company in Form No. DIR-3C within 15 days from the intimation, given to him. Every company shall, within 15 days of the receipt of intimation, furnish the same with the Registrar. If a company fails to furnish DIN the company shall be punishable with fine which shall not be less than ` 25,000/- but which may extend to ` 1/- lakh. Every officer of the company who is default shall be punishable with fine which shall not be less than ` 25,000/- but which may extend to ` 1/- lakh.

(c) Business ethics

Business ethics is the study of what constitutes right and wrong or good and bad human conduct in business context.

Thus, business ethics deals with morality in business environment. It involves moral judgment based on understanding of the society. It extends beyond the legal questions and involves goodness and badness of an act.

- (1) Business ethics refers to the application of everyday moral or ethical norms to business. It requires an awareness of how the products and services of an organization and the action of its employees, can affect its stakeholders and society as a whole, either positively or negatively.
- (2) Ethics in business organization relates to a corporate culture of values, leadership, programs and enforcement.
- (3) It is that set of principles or reasons which governs the conduct of business at the individual or collective level by the application of ethical reasoning to specific business situations and activities.

(d) Cleanliness of factory:

As per Section 11 of the Factories Act, 1948 every factory shall be kept clean and free from effluvia arising from any drain, privy or other nuisance, and in particular -

- Removal of accumulated dirt and refuse on floors, benches of workroom, stair cases and passages and effective disposal of the same,
- Cleaning of the floor of every workroom once in every week by washing with disinfectant or by some other effective method,
- Providing effective drainage for removing water to the extent possible,
- All doors, windows and other framework which are of wooden or metallic shall be kept painted or varnished at least once in every period of five years,
- To ensure that interior walls and roofs etc. are kept clean the following is to be complied with -
 - White wash or color wash should be carried out at least once in every period of 14 months,
 - Where surface has been painted or varnished, repair or re-varnished should be carried out once in every 5 years, if washable then once in every period of 6 months,
 - Where they are painted or varnished or where they have smooth impervious surface, it should be cleaned once in every period of 14 months by such method as may be prescribed.

The dates on which such processes are carried out shall be entered in the prescribed register.