



INDIAN INSTITUTE OF MATERIALS MANAGEMENT

Post Graduate Diploma in Logistics & SCM
Post Graduate Diploma in Materials Management - 2 years

PAPER No. 14(enrolment code –PGMM, PGSM)

JUNE 2025

Legal Aspects in Business

Date : 24.06.2025

Max. Marks: 70

Time : 10.00 a.m. to 1.00 p.m.

Duration : 3 Hrs.

Instructions:

- Part A, contains 4 main questions (with 5 sub-questions) each question carries 1 mark - Total 20 marks
- Part B answer any 3 questions out of 5 questions. Each question carries 10 marks - Total 30 marks
- Part C is a case study. Read the case carefully and answer the questions - Total 20 marks

PART – A

(20 Marks)

(Compulsory - Attempt all questions each question carries 1 mark)

Q. 1. Choose the right option:

(5 marks)

- Which of these is not the Key Feature of a Public Ltd Co.
(a) Artificial Legal Person (b) Separate Legal Entity (c) Separate Property (d) Unlimited Liability.
- The maximum number of Member in a private Limited Company can be:
(a) 20 (b) 30 (c) 50 (d) 100
- Which of the Articles of the Constitution of India addresses Competition Law?
(a) 38 (b) 40 (c) 42 (d) 44
- Which is not a right type of delivery of goods?
(a) Actual Delivery (b) Symbolic Delivery (c) Constructive Delivery (d) Verbal Delivery.
- Which of the following is the final court of appeal for cases in all courts?
(a) The Supreme Court (b) The High Court (c) The Subordinate Court (d) None of these.

Q.2. Fill in the blanks with appropriate word/s? (5 marks)

- A breach of Contract occurs if any party _____ to perform his part of the Contract.
- There must be _____ distinct parties to a contract of sale of goods.
- When a Partner is unable to pay off his liabilities, he is said to be _____.
- The promise in the negotiable instrument must be absolute and without any _____.
- Equity Shares are also known as _____ shares which give its owner the right to vote.

Q. 3. Write the full form of the following abbreviations: (5 marks)

(i) MOA (ii) NI (iii) LLP (IV) IP (V) WIPO

Q. 4 State whether True or False ? (5 marks)

- Receiving the notices to attend meetings is right of Shareholders
- The Right to Information Act was established in India in 2014
- The GST is a comprehensive, single-stage, destination-based tax applied to the manufacture & sales
- The EGM is conducted in emergencies that requires the immediate concern of the top management
- India was introduced to a legal system of negotiable instrument in 1947

PART – B

[30 Marks]

(Answer any three questions out of the following. 10 Marks for each question)

Q. 5. Explain the following: (2 x 5= 10 marks)

- a) Features of Negotiable Instruments.
- b) Parties to a bill of exchange.

Q. 6. Write in detail, the appointment of an Auditor, the Eligibility, Qualifications and Disqualifications of an Auditors in a Public Limited Company? (10 marks)

Q. 7. Explain in detail the GST structure and rates? Who needs to register under GST? Give Types of GST Registration and GST Registration Process? (10 marks)

Q. 8. What is the meaning and significance of legal aspects of business? Why it is necessary for managers to understand legal aspects of business? (10 marks)

Q. 9. Explain contract of sale of good act with its features? What is the difference between Sale and Agreement to sell? (10 marks)

PART – C (Compulsory)

[20 Marks]

Q. 10 Read the case study below and answer the question at the end

Zeno Tech, a tech startup, launched its new range of gadgets under the brand name “Zeno Tech” in 2020. The brand quickly gained a reputation for high-quality electronics and established a strong customer base within two years. Meanwhile, Zenith Electronics, an established player in the tech industry since 2005, also used the name “Zenith” to market its products.

In 2023, Zeno Tech was surprised to receive a legal notice from Zenith Electronics, alleging that “Zeno Tech” infringed upon its trademark. Zenith claimed that their trademark “Zenith” had been registered globally and that Zeno Tech’s brand name could cause confusion among consumers, as the two names sounded similar, especially in the tech market.

Zeno Tech argued that its use of the brand name was distinct, as “Zeno Tech” was a combination of “Zeno” (inspired by philosophy) and “Tech” (representing technology), which differentiated it from Zenith’s simpler, more established name. Additionally, Zeno Tech emphasised that its target market was different, focusing primarily on young, innovative products, whereas Zenith targeted a more traditional and industrial segment.

The dispute escalated to a legal over trademark infringement. Both companies submitted evidence of their market presence, customer surveys and marketing strategies. Zeno Tech presented data showing that its branding had not led to consumer confusion, whereas Zenith highlighted the longstanding recognition of its trademark and global reach.

After months of negotiation, the matter was resolved with Zeno Tech agreeing to modify its logo slightly and adding a tagline that identified its product niche. Zenith Electronics was compensated for the brand adjustment, but both parties avoided a lengthy courtroom trial. The case became an example of the importance of distinctive branding and the protection of intellectual property rights in competitive industries.

QUESTIONS

1 . Why did Zenith Electronics sue Zeno Tech? (6 marks)

2. How did Zeno Tech defend its use of the “Zeno Tech” name?(7 marks)

3. Had you been Head of Zeno Tech or Zenith, could you find some alternate to avoid all this? Give your views .(7 marks)
