



## FACULTY OF BUSINESS

### FINAL EXAMINATION

Student ID (in Figures) : 

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Student ID (in Words) : \_\_\_\_\_  
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Course Code & Name : **LAW1533 LEGAL ASPECTS FOR BUSINESS**  
 Trimester & Year : September – December 2024  
 Lecturer/Examiner : Ms Amalina Mustaffa  
 Duration : 3 Hours

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#### INSTRUCTIONS TO CANDIDATES

1. This question paper consists of:  
 Part A: 60 marks : **FOUR (4) structured questions. Answer ALL questions.**  
 Part B : 40 marks : **THREE (3) Essay questions. Answer only TWO (2) questions.**  
**All answers must be written in the answer booklet(s) provided using ENGLISH LANGUAGE only.**
2. **Candidates are not allowed to bring any unauthorized materials except writing equipment into the Examination Hall. Electronic dictionaries are strictly prohibited.**
3. **This question paper must be submitted along with all used and/or unused rough papers and/or graph paper (if any). Candidates are NOT allowed to take any examination materials out of the examination hall.**
4. **Only ballpoint pens are allowed to be used in answering the questions, with the exception of multiple choice questions, where 2B pencils are to be used.**

**WARNING:** The University Examination Board (UEB) of BERJAYA University College regards cheating as a most serious offence and will not hesitate to mete out the appropriate punitive actions according to the severity of the offence committed, and in accordance with the clauses stipulated in the Students' Handbook, up to and including expulsion from BERJAYA University College.

**Total Number of pages = 6 (including the cover page)**

**PART A : FOUR (4) STRUCTURED QUESTIONS (SHORT ANSWERS)**

**INSTRUCTION(S) : ANSWER ALL QUESTIONS.**

**(60 MARKS)**

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**Question 1**

Explain the steps for repossession under the Hire Purchase Act 1967. (15 marks)

**Question 2**

a) Yong and Ying are partners in an accounting firm. Yong was caught by the authority for theft. Ying comes to you for advice. (5 marks)

b) John intends to transfer his house in Damansara to his only daughter Mary as a birthday present on her 21st birthday. However, John is worried since there is no consideration for the transfer, the transfer may be void by virtue of section 26 of the Contracts Act 1950. John come to you for advice. (5 marks)

c) Last week Mona found Maya's bag containing very important documents. Luna returned the bag to Maya yesterday. Maya was so grateful that she promised to pay Mona RM2000.00 today. Maya changed her mind today and decides not to pay Mona. Maya claimed that there was no consideration for her promise as Mona had already found her bag before the promise was made. Advice Mona. (5 marks)

d. Explain the effect of Section 21(1) of the Companies Act 2016. (5 marks)

**Question 3**

a) Jane is planning to import chicken sausages from Thailand to be sold in Malaysia supermarkets. Explain Order 2011 on Trade Descriptions ((Certification and Labeling of Halal) and Rules 2012 on Trade Description (Country of Origin) to her. (5 marks)

b) Explain the differences between "Malaysian Product" and "Made In Malaysia" products. (5 marks)

**Question 4**

a) Lee is planning to start a business of selling whiskey and wine at a newly shopping mall in Kuala Lumpur. Advice Lee on the type of license he must obtain prior starting the business. (2 marks)

b) Other than the liquor license mention in (a), explain other types of liquor licenses available in Malaysia to Lee. (8 marks)

**END OF PART A**

**PART B : THREE (3) ESSAY QUESTIONS. EACH QUESTION CARRIES 20 MARKS.**  
**INSTRUCTION(S) : ANSWER ONLY TWO (2) QUESTIONS. (40 marks)**

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**Question 1**

Bukit (M) Sdn Bhd (“Bukit”) was the sub-contractor in the Tegap JT Mall project, a project to construct a 15-storey shopping mall and business complex in Pusat Bandar Dynamic, Kuala Lumpur (“Project”). Their claim was to recover monies due and owed to them for works done in the Project.

The Project was initially awarded by the Project owner to Berkat Asli Holdings Berhad (“Berkat Asli”). Berkat Asli then sub-contracted the works to Merlin Sdn Bhd (“Merlin”) and it was subsequently sub-contracted to Hjau Rimbun Sdn Bhd (“Hjau Rimbun”). John Tam was the majority shareholder of both Hjau Rimbun and Merlin Sdn Bhd.

When Bukit was first offered to be a sub-contractor in the Project by Hjau Rimbun, relevant searches was conducted on Hjau Rimbun which revealed that the company was newly incorporated and had no track record in doing the relevant works. As such, Bukit decided against accepting the Project.

However, John Tam later convinced and assured Bukit that he knew the major shareholder of Berkat Asli, Tan Sri Kee (“TSK”), and represented that TSK had a vested interest in Hjau Rimbun. It was on this representation that Bukit agreed to execute the agreement and was made sub-contractor to Hijau Rimbun.

Sometime during the subsistence of the Project, Bukit stopped receiving progressive payments for their work. Upon further inquiry, it was discovered that in the contract between Merlin Sdn Bhd and Berkat Asli, it was stated amongst other, that Merlin Sdn Bhd would not be paid for the works carried out by Bukit. Hence, Merlin Sdn Bhd was unable to pay Hjau Rimbun for the works and in turn, the payment was not made to Bukit. This was clearly a breach of the agreement between Bukit and Hjau Rimbun.

Bukit wants to file claims against the relevant parties. Advise Bukit

**Question 2**

Joe is the owner of Sewing Sisters Sdn Bhd. A colleague, Nana, has made a complaint to Joe that she had been sexually harassed by his supervisor – Norman, in the office gym. As the owner of Sewing Sisters Sdn Bhd, Joe viewed this as a serious misconduct, and Joe immediately reported this matter to the Human Resource Manager recommending for Norman to be dismissed immediately. Before the incident, Nana had sold five sewing machines to Puan Tan for her sewing club. Puan Tan entered into a 15-month instalment agreement with Sewing Sisters Sdn Bhd. However, when Puan Tan brought the sewing machine to her sewing club, three out of five sewing machines were not sewing the pieces of clothes together. The sewing machine merely made holes in the cloth. Meanwhile, Joe was feeling agitated when Makcik Jahit Sdn Bhd set up a business selling sewing supplies three doors away from his store. Joe engaged Oppa Gangnam to sabotage the store by setting it on fire. Joe promised Oppa Gangnam some amount of money after the job was done. Unfortunately, Oppa Gangnam was caught in action by the nightguard. Makcik Jahit Sdn Bhd later successfully sued Oppa Gangnam for RM200,000.00. Oppa Gangnam paid the amount and now he wants to recover the amount paid to Makcik Jahit Sdn Bhd from Joe as well as all his legal expenses incurred during the trial.

Advice Norman, Puan Tan and Oppa Gangnam.

**Question 3**

Datin Jolly instructed her agent Mat Kool to manage the construction of her bungalow in Yellow Hill Setapak. Datin Jolly promised to pay Mat Kool RM30,000.00 as commission. Datin Jolly went to Sweden immediately after and stayed there for three months. Unknown to Datin Jolly, Mat Kool also received RM10,000.00 as a token of appreciation from Tipu Construction – the contractor who built Datin Jolly house.

Datin Jolly discovered this and she is now seeking your advice on her rights.

**END OF EXAM**

**APPENDIX  
CASE LIST**

**A**

Aw Yong Wai Choo v Arief Trading Sdn Bhd [1992] 1 MLJ 166  
Aspatra Sdn. Bhd. v Bank Bumiputra Malaysia [1988]MLJ 97

**B**

Brett v JS & His Wife(1600) 79 ER 9 & 7  
Brown B Brant [1902] 1 KB 696

**C**

Carlill v Carbolic Smoke Ball Co [1893] 1 QB 256  
Charles Grenier Sdn Bhd v Lau Wing Hong [1996] 3 MLJ 327  
Chappell & Co Ltd v Nestle Co Ltd [1960]  
Choo Tiong Hin & Ors Choo Hock Swee [1959] MLJ 67  
Chia Foon Tau v Lim Pey Lin [1998] 7 MLJ 762  
Collins v Hertfordshire County Council [1947] KB 598  
Constantine v Imperial London Hotels Ltd [1944] 2 ALL ER 171

**D**

Daiman Development Sdn Bhd v Mathew Lui Chin Tech & Anor Appeal [1978] 2 MLJ 239 FC  
Daimler Co. Ltd. v Continental Tyre & Rubber Co. (GB) Ltd. [1916] 2 AC 307  
DHN Food Distributors Ltd. v Tower Hamlets London Borough Council [1976]3AllER462  
Donoghue v Stevenson (1932) A.C. 562

**E**

Eckhardt Marine GMBH v Sheriff High Court of Malaya, Seremban & Ors [2001] 4MLJ 49  
Entores Ltd [1955] 2 QB 327

**F**

Felthouse v Bindley [1862] 10 WLR 423.

**G**

Gibbons v Proctor (1891) 64 LT 594  
Gibson v Manchester City Council [1979] 1 All ER 972  
Gill v El Vino Co Ltd (1983)  
Gifford Motors Co. v Horne [1933] Ch. 935  
Gov. of Malaysia v Gurcharan Singh & Ors [1971] 1 MLJ 211  
Great Northern Railway Company v Swaffield (1874) LR 9

**L**

Lee Chin Kok v Jasmin Arunthuthu Allegakoen & Ors [2000] 4 MLJ 481  
Lee Choo Yam Holdings Sdn Bhd & Ors v Khoo Yoke Wah & Ors [1990] 2 MLJ 431  
Lim Chia Min v Cheah Sang Ngeow & Anor Loh Kwan Moi & Ors v Ramli bin Jamil & Ors & Government of Malaysia (1984) 1 MLJ 46

**M**

Murugesu v Nadarajah [1980] 2 MLJ 82  
Mohori Bibee v Dhurmodas Ghose [1903] LLR 30 Cal. 539

**N**

Nash v Inman [1908] 2 KB 1

**P**

Pinkerton v Woodward (1867)  
Pinnel's case (1602) 77 ER 237  
Phang Swee Kim v Beh I Hock [1964] 383  
Preston Corporation Sdn Bhd v Edward Leong & Ors [1982] 2 MLJ22

**Q**

Queck Poh Guan (as administrator of The Estate of Sit Kim Boo, deceased) v Quick Awang [1998] 3 MLJ 388

**R**

R v Clarke (1927) 40 CLR 227  
R v Higgins (1948)  
R v Ivens (1835) 7 C. & P. 213  
R v Kupfer [1915] 12 KB 321  
Raffles v Wichelhaus (1864) 2 Hurl & C 906  
Re Bugle Press Ltd. [1961] Ch.270  
Re Spanish Prospecting Co. Ltd. [1911]1 Ch 92  
Re Tan Soh Sim & Ors v Tan Saw Keow [1951] MLJ 21  
Robins & Co v Gray (1895)  
Rothfield v North British Hotel [1920] SC805

**S**

Salomon v A. Salomon & Co. Ltd [1897] AC 22  
Sathu v Hawthornden Rubber Estate Co Ltd (1961) MLJ 318  
Smith, Stone & Knight Ltd. v Birmingham Corporation [1939]4 AllER 116  
Soh Hood Beng v Khoo Chye Neo (1897)4 S.S.L.R

**H**

Hamlyn v John Houston and Co [1903] 1 KB 81.  
Ho Kam Phaw v Fam Sin Nin [1998] 3 CLJ 708  
Hotel Jaya Puri Bhd. v National Union or Hotel, Bar  
and Restaurant [1980] 1 MLJ 109

**J**

Jones v Lipman [1962] 1 WLR 832  
Jones v Noy [1833] 2 M&K 125

**K**

Kabatasan Timber Extraction Co v Chong Fah Shing  
[1969] 2 MLJ 6  
Kam Mah Theatre Sdn Bhd v Tan Lay Soon  
Keighley Maxted v Durant [1901] AC 240  
Kelner x Baxter [1866] LR 2 CP 174  
Kepong Prospecting Ltd v Schmidt [1968] 1 MLJ 170  
Kerpu Singh v Bariam Singh [1966] 1 MLJ 38

**T**

T. Mahesan s/o Thambiah v The Malaysia Government  
Officers' Co-operative Housing (Malaysia) [1977] UKPC  
21  
Tan Hee Juan v The Boon Keat [1934] MLJ 96  
Tan Kiong Hwa v Andrew S A Chong [1974] 2 MLJ 188  
Tinn v Hoffman Co. [1873] 29 LT 271  
Tesco Supermarkets Ltd. v Natrass [1972] AC 153  
Trollope & Colls Ltd v Atomic Power Constructions Ltd  
[1962] 3 All ER 1035

**W**

Weatherby v Banham (1832) 5 C & P 228  
Williams v Cawardine [1833] EWHC KB J44  
Winkworth v Raven (1931) 1 K. B. 652  
Wong Peng Yuen v Senanayake [1962] 28 MLJ 204  
Woon Yoke Lin v. United Estate Projects Berhad  
[1998] 4 AMR 4052