



UNIVERSITY COLLEGE TATI (UC TATI)

FINAL EXAMINATION QUESTION BOOKLET

COURSE CODE	: DTG 2243 571
COURSE	: BUSINESS LAW
SEMESTER/SESSION	: 2-2024/2025
DURATION	: 3 HOURS

Instructions:

1. This booklet contains 4 questions. Answer **ALL** questions.
2. All answers should be written in answer booklet.
3. Write legibly and draw sketches wherever required.
4. If in doubt, raise your hands and ask the invigilator.

DO NOT OPEN THIS BOOKLET UNTIL YOU ARE TOLD TO DO SO

THIS BOOKLET CONTAINS 3 PRINTED PAGES INCLUDING COVER PAGE

QUESTION 1

- a) Define the word "LAW" (5 marks)
- b) State **THREE (3)** sources of law in Malaysia and explain each of them. (6 marks)
- c) State **THREE (3)** classifications of law in Malaysia and explain with examples. (6 marks)
- d) Explain Judicial Decisions and interpret them with examples. (6 marks)
- e) Explain the word "STATE" (2 marks)

QUESTION 2

- a) List in horizontal order **FIVE (5)** civil courts in Malaysia from the Highest to Lowest. (10 marks)
- b) Demonstrate "Cyber Law" in detail. Support your answer with legal provisions and authorities from Acts, Case law, and statutory requirements. (10 marks)
- c) Demonstrate the facts relating to International Business Law. (5 marks)

QUESTION 3

- a) Describe in details regarding your understanding about employment law. (10 marks)
- b) Compare and contrast between Public and Private law. Support thoroughly your answer with statutory provisions. (15 marks)

QUESTION 4

Alia, an orphan, has been living with her uncle Bahar since she was 15. Bahar has been providing for Alia's food, clothing, and other expenses, as Alia was unemployed, still studying at UC TATI and entirely dependent on him.

One day, Bahar convinced Alia to sell him a piece of land that Alia had inherited from her mother for RM100,000. Trusting her uncle, Alia did not seek any advice and sold the land for the agreed amount.

Later, Alia found out that the land's actual value was at least four times higher than what she received. She now wants to set aside the contract.

As a student who learned Business Law at UC TATI, discuss and support your answer with legal provisions and authorities from Acts, Case law and statutory provisions whether Alia can set aside the contract and succeed in her claim with the application of the relevant law.

(25 marks)

-----End of question-----

ESSAY

I – issue : In question, there several issue involved.....

L – Legal

A – Application

C – Conclusion : In conclusion, base on the case have

VOIDABLE CONTACT

- According section 14
- Coercion section 15, contract A 1950
- Undue influence section 16
- Fraud section 17
- Misrepresentation section 18
- Mistake section 21

SALES OF GOODS ACT 1957

- definition of goods : section 2, SOGA 1957
- The contract of sale : section 4(1), SOGA 1957
- Agreement to sell : section 4(1), SOGA 1957
- Formation of the contract : section 5(1), SOGA 1957
- Condition : section 12 (2), SOGA 1957
- Warranty : section 12 (3), SOGA 1957
- Implied terms : section 14 to 17
- Transfer of property : section 26, SOGA 1957
- Transfer of title : section 27, SOGA 1957

HIRE-PURCHASE ACT 1967

- Consumer Protection 1967
- Warranties and condition : section 7 (1)
- Statutory right of hires : section 9-15
- Repossession by owner : section 16-19

CONSUMER PROTECTION ACT 1999

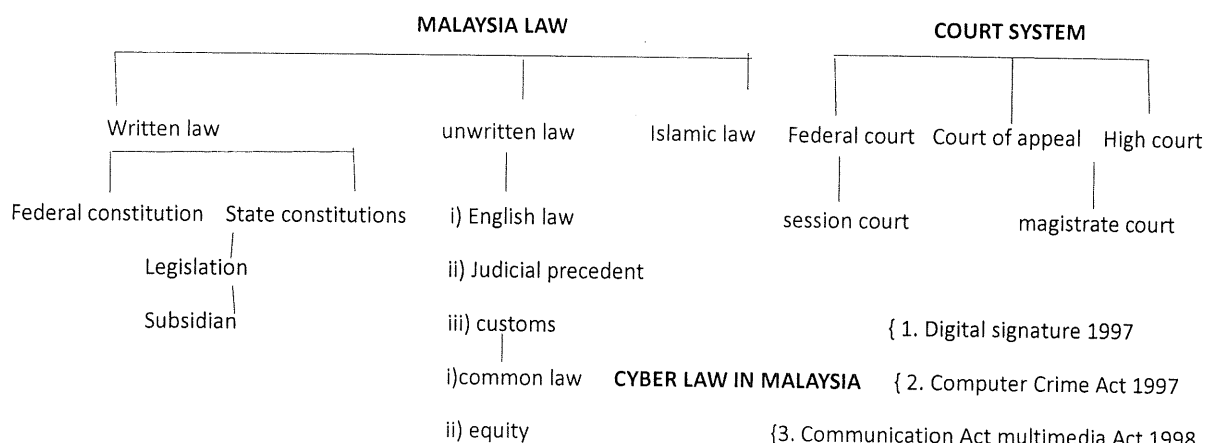
- Price control and anti profiteering Act 2011
- Trade marks Act 1976
- Sale of goods Act 1957
- Control of supplier Act 1961
- Copyright Act 1969
- Trade Description Act 1972
- Competition Act 2010

THE LAW OF CONTRACT

- Contract Act 1950
- Offer : section 2(a), Contracts Act 1950
- Acceptance : Section 2 (b), Contracts Act 1950
- Consideration : section 26, Contract Act 1950
- Restraint of Trade : section 28, Contracts Act 1950

SECTION 9-15 HIRE PURCHASE

- supplied document and information (sec 9)
- Require owner the appropriate payments made in hire-purchase agreement (sec 10).
- Apply to magistrate court for an order approving the removal of the goods to another place – (sec 11)
- Terminate the hiring (sec 15)
- Complete the purchase of the earlier than due date (sec 15)



JUDICIAL SYSTEM MALAYSIA

- Section 85 of subordinate courts Act 1948
- Section 392 pena code deals punishment of robbery
- Section 457 deals with lurking, housebreaking night
- Section 111 subordinate Court Act 1948 in relation Sabah/Sarawak

INTERNATIONAL { public : Constitutional, criminal law
{ private: Contract, tort, trust

TYPES OF CONTRACT : bilateral contract/unilateral contract

HIRE PURCHASE ACT 1967

sec 4 : Agreement must be written/signed

sec 6: Protects buyers from lies

sec 20: Court can change decisions if goods are taken back

Sec 48: Companies responsible for employees action.

sec 25: rules of guarantors

sec 29: insurance rules apply

sec 36: no extra charges

sec 46 : penalties for breaking rules