

**FINAL ALTERNATE ASSESMENT**  
Examination Paper

(COVER PAGE)

Session : August 2020

Programme : Diploma in Business (DIB)  
Diploma In Finance (DIF)  
Diploma In Entrepreneurship (DENT)

Course : LAW 2104: Foundation of Business Law

Date of Examination : December 14, 2020 (Monday)

Time : 8.00am – 10.30am Reading Time : Nil

Duration : 2 Hours : 30 Minutes

**Note:** 30 minutes is added into the duration of the examination to factor in any connectivity matters and for you to scan and upload your scripts.

**Special Instructions :**

Answer ALL FOUR (4) questions..

Materials permitted : Nil

Materials provided : Nil

Examiner(s) : Siti Baqiratul Zahraa' Mohd Rahim, Gary Solibun, Nurnazida  
Nazri and Chelvavinoothiiny,

Moderator : Christopher Alex Johnson

*This paper consists of 4 printed pages, including the cover page*

DIPLOMA IN BUSINESS PROGRAMME (DIB)  
DIPLOMA IN FINANCE PROGRAMME (DFIN)  
DIPLOMA IN ENTREPRENEURSHIP PROGRAMME (DENT)

LAW 2104: FOUNDATION OF BUSINESS LAW  
FINAL ALTERNATIVE ASSESSMENT: AUGUST 2020 SESSION

DIRECTION/ INSTRUCTIONS/RULES AND REGULATIONS OF ALTERNATE ASSESSMENT:  
TIME BASED

1. Students are required **to answer all questions below. These rules are to be read together with the Alternate Assessment Guidelines**
2. **You have exactly 2 HOURS AND 30 MINUTES TO COMPLETE, SCAN AND SUBMIT VIA BB**
3. THE ASSESSMENT must be taken completely alone. Showing it or discussing it with anybody via any mode of communication is totally prohibited and forbidden, including (but not limited to) the other students in the course in current or previous , surrounding people, and any other people that may collude in committing academic dishonesty/ cheating in any way, consequences of which it will be regard as an academic dishonesty
4. YOU are prohibited to consult any external resources. This includes but not limited to internet searches, etc, nor can you share any documents with others. You are not allowed to video stream,google search and etc.
5. YOU are not allowed to submit the questions to internet discussion groups and if you are caught, serious academic dishonesty will be taken against you. Please bear in mind that these questions are copyrighted questions and hence if its publicly stated in online forum and etc, it is a violation of the copyright laws and other applicable laws.
6. Any non-compliance of any of the above stated rules will result in Zero marks and student may be liable for disciplinary actions.

**Question 1**

- (a) Hotel Seri Melur ('the Hotel') is a holding company and the Seri Melur Restaurant ('the Restaurant') is its wholly-owned subsidiary of the Hotel. The business of the Restaurant was conducted within the Hotel's Premises. Due to the COVID-19 outbreak, the Restaurant closed its business. Upon the closure of the business, the workers were retrenched. A dispute arose between the union representing the workers and the Hotel. The union argued that the actual employer was the Hotel and therefore the Hotel is liable to pay compensation, as the director of the Restaurant is also the Managing Director for the Hotel. Hotel Seri Melur disagrees and argues that Seri Melur Restaurant is a legal entity by itself. Advice Hotel Seri Melur under Malaysian company law.

(15 marks)

- (b) With reference to the Companies Act 2016, describe any **TWO (2)** differences between Company limited by shares and Company limited by Guarantee.

(10 marks)

**(Total: 25 marks)**

## Question 2

Carlson is a carpenter and specialises in refurbishing old apartments and buildings. Carlson received a sub-contract from DEF Sdn Bhd to refurbish 10 (Ten) units of old flats in Kuala Langat. The contract states that the total amount payable for the refurbishment is RM500,000 and Carlson will have to complete the project by September 2020. However, Carlson realised that he has miscalculated the actual cost of repair which now exceeds RM650,000. Carlson approached DEF Sdn Bhd and demanded an extra RM150,000 to complete the project. DEF agreed to make the extra payment. However, upon completion, DEF refused to pay the extra RM150,000, as DEF Sdn Bhd is relying on the invoice given, and argues that the invoice states the amount of RM500,000.

Enraged, Carlson proceeded to meet his lawyers to discuss on this matter at a nearby shopping mall of which Carlson is a regular customer. When he parked his car, he was given a ticket from an Automated Machine and all terms and conditions were stated on the parking ticket, including a clause that stated that “the management would not be held responsible for any damages suffered by patrons”. Upon returning from the meeting, he found his car door damaged and there were deep scratches on the body of the car. Carlson asked for compensation from the management of the Shopping Mall, ABC Hectar Bhd. but ABC Hectar Bhd refused to compensate Carlson.

Pursuant to the provisions of the Contracts Act 1950 and the supporting cases, advice Carlson on his potential legal action against the respective parties.

(25 marks)

**(Total: 25 marks)**

## Question 3

(a) Lilian has been working for ABC Company Sdn. Bhd. as a Finance Executive for 20 years. Lilian had suffered various incidents caused by her colleagues, such as sexual assault and bullying, but she persevered. Due to the recent COVID-19 pandemic, her employer terminated her services on grounds of Redundancy. However, she later became aware that her position was being replaced by Cindy who just graduated from university. Advice Lilian.

(15 marks)

(b) Sunny is a worker of Moon Productions Sdn. Bhd. for 15 years. Her job requires her to assist the crew and artists of Moon Production Sdn. Bhd, and she has been working under pressure due to the deadline of completing the production of the movie within 12 months. One day, she was instructed by one of her superiors to send a parcel of scripts to a production house. Due to lack of sleep and anxiety due to her work, she accidentally hit a pedestrian while she was driving to send the scripts, and the pedestrian suffered major injuries. The pedestrian is currently suing Moon Production Sdn. Bhd. Advice Moon Production Sdn. Bhd.

(10 marks)

**(Total: 25 marks)**

**Question 4**

- (a) Patrick bought a second-hand car from Eugene for the price of RM20,000. Unknown to Patrick, the car was a stolen car whereby Eugene had actually stolen it from his neighbour, Aaron. Aaron lodged a police report and currently the car has been returned to Aaron. Patrick is unhappy and would like to take action against Eugene and intend to know whether Aaron has the right to claim the car as Patrick believes that he had bought it from Eugene. Advise Patrick on the provisions of law under the Sales of Goods Act 1957 together with supporting cases.

(15 marks)

- (b) Explain with reference to the provisions of the Sales of Goods Act 1957 and supporting cases, the difference between an Agreement to sell and a Contract of Sale

(10 marks)

**(Total: 25 marks)**

**≈ The End ≈**

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