

FINAL ALTERNATIVE ASSESSMENT

Examination Paper

(COVER PAGE)

Session : April 2021

Programme : Diploma in Business (DIB)
Diploma in Finance (DIF/DFIN)
Diploma in Marketing (DMKT)
Diploma in E-Commerce (DEC)

Course : LAW2104: Foundation of Business Law

Date of Examination : July 25, 2021 (Sunday)

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 :

This paper consists of **FOUR (4)** questions. Answer **ALL** questions.

Materials permitted : NIL

Materials provided : NIL

Examiner(s) : Nurnazida, Siti Baqiyuratul Zahraa', Sharvina Shajahan and Gary Solibun

Moderator : Christopher Alex Johnson

This paper consists of 5 printed pages, including the cover page

DIRECTION/ INSTRUCTIONS/RULES AND REGULATIONS OF ALTERNATIVE
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 (WRITE THE ANSWER ON A PIECE OF PAPER) + CONVERT TO PDF (ONE SINGLE FILE), SCAN AND SUBMIT VIA BB – FAILURE OF WHICH SEVERE DEDUCTION OF MARKS WILL BE IMPOSED.**
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.

INTI INTERNATIONAL UNIVERSITY & COLLEGES

DIPLOMA IN BUSINESS (DIB)
LAW2104: FOUNDATION OF BUSINESS LAW
FINAL ALTERNATIVE ASSESMENT: APRIL 2021 SESSION

Instruction:

This paper consists of **FOUR (4)** questions. Answer **ALL** questions.

Question 1

Jerry is the owner of ABC Renovation Sdn. Bhd. In the month of March 2021, he entered into contracts for three projects whereby the 1st Project in Teluk Intan was to renovate 10 shop lots. This is a subcontract from DEF Sdn. Bhd. which supplied ABC Renovation Sdn. Bhd. drawings, plans and specifications relating to the renovation works on the 10 shop lots. ABC Renovation Sdn. Bhd. commenced the renovation as per the specification but later found out that some of the information supplied by DEF Sdn. Bhd. is inaccurate which had led to ABC Renovation Sdn. Bhd. incurring an extra cost of RM50,000.

When Jerry approached DEF Sdn. Bhd. for the payment for the additional RM50,000, DEF Sdn. Bhd. refused to make payment on the grounds that ABC Renovation has signed an agreement whereby one clause in the contract states that DEF Sdn. Bhd. would not be held responsible for any additional cost incurred.

Due to financial constraint, Jerry instructed his workers to use inferior quality materials such as bricks and cement for his second project, which is a renovation of a house at Subang Jaya. Payment was agreed to be made upon completion. Once completed, Mr. Bakar who is the owner of the house took vacant possession and after a few days, Mr Bakar noticed various cracks and holes in the ceiling which later causes the ceiling to collapse. Mr. Bakar is angry and refuses to make payment and would like to repudiate the contract.

The last project was for the renovation of Jerry's brothers-in-law's house. Jerry had renovated the house and now asked for payment but his brother-in-law refuses to make payment on the basis that they are family members.

Advice Jerry on all the legal issues under Contract Law.

(Total: 25 marks)

Question 2

- (a) Discuss the concept of redundancy in employment law with **TWO (2)** case laws to support your answer.

(10 marks)

- (b) Ali works at Burger Joint Sdn. Bhd., a leading fast food chain in Malaysia. His job scope is to deliver food ordered by customers. Recently, he was instructed by his superior to deliver food to a company for a lunch gathering. While he was on his way to deliver the food, he met with an accident where he hit another motorcyclist, Abu, and caused severe injuries to Abu.

Abu intends to sue Burger Joint Sdn. Bhd. for compensation. Advise Burger Joint Sdn. Bhd.

(15 marks)

(Total: 25 marks)

Question 3

- (a) Judy entered into a written contract with James to sell her land to James for RM 1 million. However, Judy changed her mind. She then incorporated a company, Judy and Julie Sdn. Bhd. and sold the land to the company instead. When James wanted to execute the contract, Judy informed James that the company has bought the land.

Advise James according to the Companies Act 2016.

(10 marks)

- (b) Lydia is a famous fashion designer who produces high end luxury shoes and owns a company called Lydia Luxury Sdn. Bhd. Due to COVID-19, sales has not been good and Lydia Luxury Sdn. Bhd. is suffering from financial difficulties. Due to this, Lydia issued a debenture for the sum of RM30,000 under her name upon lending some money to the company. After 3 months from the date of the issuance of the debenture, the company went into liquidation. Lydia paid all the secured creditors including herself.

Jacob, an unsecured creditor who is also a minority shareholder of the company, opposed to the fact that Lydia was able to secure herself through an issuance of debenture. According to him, Lydia is a director of Lydia Luxury Sdn. Bhd. and being an owner of the company, she is not entitled to be a secured creditor. Jacob intends to take legal action against Lydia on the reasons stated above but Jacob is also uncertain whether the action will be initiated in his name or the company's name.

Advise Jacob on the legal matters under Company Law.

(15 marks)

(Total: 25 marks)

Question 4

- (a) Thomas bought a second-hand smartphone from Alex. The smartphone was described as a new model, has 3 lenses, one selfie camera, 8GB RAM, and fast-charging. When Thomas received the smartphone, he was shocked to find that the exterior of the smartphone was worn-out, it only has 2 lenses and there was a problem with the battery as it was unable to get fully- charged. On top of that, the phone is secured with a password, and Thomas was not able to access the phone.

Advise Thomas with reference to the Sale of Goods Act 1957.

(15 marks)

- (b) With reference to the relevant provisions in the Sales of Goods Act 1957 and relevant case laws, explain the differences between Agreement to Sell and Contract of Sale.

(10 marks)

(Total: 25 marks)

~THE END~

LAW2104 (F)/ April 2021 Session/ formatted