

**SULIT**



**BAHAGIAN PEPERIKSAAN DAN PENILAIAN  
JABATAN PENDIDIKAN POLITEKNIK  
KEMENTERIAN PENDIDIKAN TINGGI**

**JABATAN PERDAGANGAN**

**PEPERIKSAAN AKHIR**

**SESI DISEMBER 2017**

**DPB3063 : BUSINESS LAW**

**TARIKH : 10 APRIL 2018**

**MASA : 8.30 PAGI - 10.30 PAGI (2 JAM)**

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Kertas ini mengandungi **EMPAT BELAS (14)** halaman bercetak.

Bahagian A: Objektif (25 soalan)

Bahagian B: Esei (3 soalan)

Dokumen sokongan yang disertakan : Tiada

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**JANGAN BUKA KERTAS SOALAN INI SEHINGGA DIARAHKAN**

(CLO yang tertera hanya sebagai rujukan)

**SULIT**

**SECTION A: 25 MARKS**  
**BAHAGIAN A: 25 MARKAH**

**INSTRUCTION:**

This section consists of **TWENTY FIVE (25)** objective questions.

**ARAHAN:**

*Bahagian ini mengandungi DUA PULUH LIMA (25) soalan objektif.*

CLO1  
C1

1. Private law consists of the following **EXCEPT**;  
*Undang-undang persendirian adalah termasuk seperti di bawah **KECUALI**;*
- A. Tort law  
*Undang-undang tort*
  - B. Trust law  
*Undang-undang amanah*
  - C. Contract law  
*Undang-undang kontrak*
  - D. Criminal law  
*Undang-undang tort*

CLO1  
C1

2. Which of the following is a subordinate court in Malaysia?  
*Mana antara berikut adalah mahkamah bawahan di Malaysia?*
- A. High Court  
*Mahkamah Tinggi*
  - B. Sessions Court  
*Mahkamah Sesyen*
  - C. Federal Court  
*Mahkamah Persekutuan*
  - D. Court of Appeal  
*Mahkamah Rayuan*

CLO1  
C1

3. What is the law which regulates the relationship between an individual and the government?  
*Apakah undang-undang yang mengawal selia hubungan antara individu dengan kerajaan?*
- A. Private Law  
*Undang-Undang Persendirian*
  - B. State Law  
*Undang-Undang Negeri*

- C. International Law  
*Undang-Undang Antarabangsa*
- D. Public Law  
*Undang-Undang Awam*
- CLO1  
C1 4. Laws made by the State Legislative Assemblies are known as \_\_\_\_\_.  
*Undang-undang yang digubal oleh Dewan Undangan Negeri dikenali sebagai \_\_\_\_\_.*
- A. Act  
*Akta*
- B. Constitution  
*Perlembagaan*
- C. Enactment  
*Enakmen*
- D. Regulation  
*Peraturan*
- CLO1  
C1 5. Unwritten law is one of the sources of law in Malaysia. It consists of \_\_\_\_\_.  
*Sumber tidak bertulis adalah salah satu sumber undang-undang di Malaysia. Ianya termasuklah \_\_\_\_\_.*
- A. English law and customs  
*Undang-undang Inggeris dan adat resam*
- B. the Federal Constitution and customs  
*Perlembagaan Persekutuan dan adat resam*
- C. the State Constitution and judicial precedent  
*Perlembagaan Negeri dan keputusan mahkamah*
- D. the Federal Constitution and Act of Parliament  
*Perlembagaan Persekutuan dan Akta Parlimen*
- CLO1  
C1 6. What is the supreme law in Malaysia?  
*Apakah undang-undang tertinggi di Malaysia?*
- A. Act of Parliament  
*Akta Parlimen*
- B. State Constitution  
*Perlembagaan Negeri*
- C. Federal Constitution  
*Perlembagaan Persekutuan*

- D. Subsidiary legislation  
*Undang-undang subsidiari*
- CLO1  
C1
7. Which of the following is NOT a function of law?  
*Manakah antara berikut BUKAN fungsi undang-undang?*
- A. Cost control  
*Kawalan kos*
- B. Maintaning order  
*Mengekalkan perintah*
- C. Resolving disputes  
*Menyelesaikan pertikaian*
- D. Protecting liberties and rights  
*Melindungi kebebasan dan hak*
- CLO2  
C1
8. Promisor also knowh as \_\_\_\_\_.  
*Pembuat janji juga dikenali sebagai \_\_\_\_\_.*
- A. offeree  
*penerima cadangan*
- B. offeror  
*pembuat cadangan*
- C. proposal  
*cadangan*
- D. promisee  
*penerima janji*
- CLO 2  
C1
9. A contract may be discharged by \_\_\_\_\_.  
*Kontrak boleh dilepaskan melalui \_\_\_\_\_.*
- A. coercion  
*paksaan*
- B. intention  
*niat*
- C. damages  
*ganti rugi*
- D. agreement  
*perjanjian*

CLO2  
C1

10. Which of the following statement is TRUE regarding offer?  
*Antara pernyataan berikut, yang manakah BENAR mengenai tawaran?*
- A. An invitation to treat is an offer  
*Pelawaan tawaran adalah tawaran*
  - B. An offer must not be communicated  
*Tawaran tidak mesti dikomunikasikan*
  - C. Definition of offer can be found in Section 2(b) of the Contracts 1950  
*Definisi tawaran boleh dijumpai di dalam Seksyen 2(b) Akta Kontrak 1950*
  - D. An offer made in words (oral or written) is said to be expressed  
*Tawaran yang dibuat dalam perkataan (lisan atau bertulis) dikatakan Nyata*

CLO2  
C2

11. Which of the following is an example of void agreement?  
*Manakah antara berikut adalah perjanjian yang dianggap batal?*
- A. Agreement caused by fraud  
*Perjanjian disebabkan tipuan*
  - B. Agreement which the terms are uncertain  
*Perjanjian dengan terma yang tidak pasti*
  - C. Agreement caused by coercion  
*Perjanjian disebabkan paksaan*
  - D. Agreement caused by misrepresentation  
*Perjanjian disebabkan salahnyataan*

CLO2  
C2

12. Yami, a drunken 16 years old, sold his motorcycle for RM1000 to Darma. There is no contract between them because \_\_\_\_\_.  
*Yami, seorang yang mabuk berusia 16 tahun, telah menjual motosikalnya dengan harga RM1000 kepada Darma. Tidak wujud kontrak antara mereka kerana \_\_\_\_\_.*
- A. there was no consideration  
*tidak wujud balasan*
  - B. the original offer is rejected  
*tawaran asal telah ditolak*
  - C. the consideration is inadequate  
*balasan tidak mencukupi*
  - D. Yami has no capacity to contract  
*Yami tidak layak untuk berkontrak*

- CLO2  
C2
13. Which of the following is a **VALID** contract even though without consideration?  
*Manakah antara berikut kontrak yang SAH walaupun tanpa balasan?*
- A. Contract for necessities  
*Kontrak untuk keperluan hidup*
  - B. Contract made on account of seniority levels  
*Kontrak atas dasar tahap kekananan*
  - C. Contract to compensate a future voluntary act  
*Kontrak untuk memberi pampasan tindakan sukarela masa hadapan*
  - D. Contract to pay a statute-barred debt  
*Kontrak untuk membayar hutang yang dihalang oleh had masa*
- CLO2  
C2
14. A agreed to sell to B 'a hundred tons of oil'. The agreement is void for \_\_\_\_\_.  
*A bersetuju untuk menjual kepada B 'seratus tan minyak'. Perjanjian tersebut adalah batal kerana \_\_\_\_\_.*
- A. uncertainty  
*ketidakpastian*
  - B. lack of capacity  
*kekurangan keupayaan*
  - C. rescission of contract  
*pembatalan kontrak*
  - D. adequacy of consideration  
*kecukupan balasan*
- CLO2  
C3
15. Bani agreed to sell his motorbike to Daud after Daud threaten to injure him. Bani may rescind the contract later if he wishes to do so. This contract is \_\_\_\_\_.  
*Bani bersetuju untuk menjual motosikalnya kepada Daud selepas Daud mengugut untuk mencederakannya. Bani boleh menamatkan kontrak kemudian jika dia berhasrat untuk berbuat demikian. Kontrak ini adalah \_\_\_\_\_.*
- A. void  
*batal*
  - B. valid  
*sah*
  - C. voidable  
*boleh batal*
  - D. enforceable  
*dikuatkuasakan*

CLO2  
C3

16. Lara agreed to sing at the Golden Moon Club for four months. She also promised not to sing at other night clubs during that period. One month later, Lara signed contract to sing at the Silver Star Club every weekend. What is the most suitable remedy which may be taken by Golden Moon Club?  
*Lara bersetuju untuk menyanyi di Golden Moon Club selama empat bulan. Dia juga berjanji tidak menyanyi di kelab-kelab malam yang lain sepanjang tempoh itu. Satu bulan kemudian, Lara menandatangani kontrak untuk menyanyi di Silver Star Club setiap hujung minggu. Apa remedi yang paling sesuai diambil oleh Golden Moon Club?*

- A. Damages  
*Ganti rugi*
- B. Injunction  
*Injunksi*
- C. Quantum meruit  
*Quantum meruit*
- D. Specific performance  
*Pelaksanaan spesifik*

CLO2  
C1

17. A \_\_\_\_\_ is a separate legal entity as distinct from its members.  
*\_\_\_\_\_ merupakan entiti undang-undang yang terpisah daripada ahli-ahlinya.*

- A. club  
*kelab*
- B. company  
*syarikat*
- C. partnership  
*perkongsian*
- D. sole-proprietorship  
*milikan tunggal*

CLO2  
C1

18. The partnership business is registered under the \_\_\_\_\_.  
*Perniagaan perkongsian didaftarkan di bawah \_\_\_\_\_.*

- A. Companies Act 2016  
*Akta Syarikat 2016*
- B. Partnership Act 1961  
*Akta Perkongsian 1961*
- C. Companies Commission of Malaysia  
*Suruhanjaya Syarikat Malaysia*

- D. Registration of Businesses Act 1956  
*Akta Pendaftaran Perniagaan 1956*

CLO2  
C2

19. Upon incorporation, a company is capable of \_\_\_\_\_.  
*Apabila diperbadankan, syarikat mampu \_\_\_\_\_.*

- A. suing on its own name  
*mendakwa atas nama sendiri*
- B. suing on its promoter's name  
*mendakwa atas nama penaja*
- C. suing on its director's name  
*mendakwa atas nama pengarah*
- D. suing on its shareholder's name  
*mendakwa atas nama pemegang saham*

CLO2  
C1

20. The law of agency is governed by \_\_\_\_\_.  
*Undang-undang agensi ditadbir oleh \_\_\_\_\_.*

- A. Agency Act 1950  
*Akta Agensi 1950*
- B. Contracts Act 1950  
*Akta Kontrak 1950*
- C. Hire-Purchase Act 1967  
*Akta Sewa-Beli 1967*
- D. Sale of Goods Act 1957  
*Akta Jualan Barangan 1957*

CLO2  
C2

21. Which of the following is a duty of the principal to his agent?  
*Manakah antara berikut merupakan tanggungjawab principal terhadap agen?*

- A. Must act based on instruction  
*Bertindak berdasarkan arahan*
- B. To pay the commission  
*Membayar komisyen*
- C. To render proper accounts  
*Mengemukakan akaun dengan betul*
- D. Cannot make any secret profit  
*Tidak boleh membuat untung rahsia*



CLO2  
C3

22. Maria, without authority, bought goods for Zahim, her employer. Zahim then sold the goods to Zokri. An agency relationship may be created between Maria and Zahim by way of \_\_\_\_\_.

*Maria, tanpa kuasa, membeli barang-barang untuk Zahim, majikannya. Zahim kemudian menjual barang-barang tersebut kepada Zokri. Hubungan agensi boleh diwujudkan antara Maria dan Zahim melalui \_\_\_\_\_.*

- A. estoppel  
*estoppel*
- B. ratification  
*ratifikasi*
- C. emergency  
*kecemasan*
- D. express appointment  
*pelantikan nyata*

CLO2  
C1

23. Which of the following is NOT goods under the Sale of Goods Act 1957?  
*Manakah antara berikut BUKAN barang di bawah Akta Jualan Barangan 1957?*

- A. Land  
*Tanah*
- B. Chair  
*Kerusi*
- C. Old coins  
*Syiling lama*
- D. Stock and shares  
*Stok dan saham*

CLO2  
C2

24. Which of the following is a sale of goods contract?  
*Manakah antara berikut merupakan kontrak jualan barang-barang?*

- A. Ina agrees to sell her house to Jia  
*Ina bersetuju untuk menjual rumahnya kepada Jia*
- B. Sellina agrees to sell her apartment to Noria  
*Sellina bersetuju untuk menjual pangsapurnya kepada Noria*
- C. Elisa bought a printer from Jonash for RM300  
*Elisa membeli sebuah pencetak daripada Jonash dengan harga RM300*
- D. Rumi and Raysha agreed to exchange a bag for an umbrella  
*Rumi dan Raysha bersetuju untuk menukarkan sebuah beg dengan sekaki payung*

CLO2  
C3

25. Which of the answer below is **INCORRECT** regarding the Sale of Goods Act 1957?  
*Antara jawapan berikut yang manakah **TIDAK BENAR** berkaitan Akta Jualan Barangan 1957?*
- A. The goods must match with description  
*Barangan mestilah sama dengan deskripsi*
  - B. In situation where goods are sold by sample, the goods must correspond with the sample  
*Dalam situasi di mana barangan dijual menggunakan contoh, barangan mestilah bertepatan dengan contoh.*
  - C. The goods must be of 'reasonable quality'  
*Barangan mestilah mempunyai 'kualiti yang munasabah'*
  - D. That the seller must have good title when selling goods  
*Penjual mestilah mempunyai hakmilik yang sah apabila menjual barang*

**SECTION B: 75 MARKS****BAHAGIAN B: 75 MARKAH****INSTRUCTION:**

This section consists of **THREE (3)** essay questions. Answer **ALL** questions.

**ARAHAN:**

*Bahagian ini mengandungi TIGA (3) soalan esei. Jawab SEMUA soalan.*

**QUESTION 1****SOALAN 1**

CLO2  
C2

- (a) Describe **FIVE (5)** basic elements of a contract based on Contracts Act 1950.  
*Huraikan LIMA (5) elemen asas kontrak berdasarkan Akta Kontrak 1950.*

[15 marks]

[15markah]

CLO2  
C3

- (b) Hani offered her land at a price of RM15,000 to Dami. Sara who happened to hear the offer was interested in buying it. Hani refused to sell her land to Sara. Sara claimed that Hani was bound to sell to her.

*Hani menawarkan tanahnya dengan harga RM15,000 kepada Dami. Sara yang kebetulannya berada di situ mendengar tawaran tersebut, berminat untuk membelinya.*

*Hani enggan menjual tanah tersebut kepada Sara. Sara mendakwa Hani sudah terikat untuk menjual kepadanya.*

Based on the above situation, you are required to:

*Berdasarkan situasi di atas, anda dikehendaki untuk:*

- i. State an issue arises.

*Nyatakan isu.*

[2 mark]

[2 markah]

- ii. Explain the relevant provision of the Contracts Act 1950.

*Huraikan peruntukan yang sesuai menurut Akta Kontrak 1950.*

[3 marks]

[3 markah]

- iii. State a relevant case to support your answer.

*Nyatakan kes yang berkaitan untuk menyokong jawapan anda.*

[3 marks]

[3 markah]

- iv. Conclude your answer.   
*Rumuskan jawapan anda.*

[2 marks]  
 [2 markah]

## QUESTION 2

### SOALAN 2

CLO2  
 C1

- (a) Define partnership and company based on relevant law provision.   
*Takrifkan perkongsian dan syarikat berdasarkan peruntukan undang-undang yang relevan.*

[4 marks]  
 [4 markah]

CLO2  
 C2

- (b) An agency may be created by ratification. Explain FIVE (5) conditions for this type of agency to be formed.   
*Agensi boleh diwujudkan secara ratifikasi. Terangkan LIMA (5) keadaan yang akan mewujudkan agensi secara ratifikasi.*

[10 marks]  
 [10 markah]

CLO2  
 C2

- (c) Rahul, an agent, was instructed by his principal, Anjali to look for a buyer for the house that the principal intended to sell with the commission of 10% of the price of the house. The principal clearly stated that the selling price must not be less than RM300,000. Tina offered to buy the house at the price of RM305,000 while Malhotra offered to buy it at RM310,000. In ensuring that the house would be his, Tina offered Rahul an additional commission. Rahul accepted Tina's offer without informing his principal about Malhotra's offer.

*Rahul seorang ejen telah diarahkan oleh prinsipalnya, Anjali untuk mencari pembeli bagi sebuah rumah yang hendak dijual oleh prinsipal dengan bayaran komisen sebanyak 10%. Prinsipal menyatakan dengan jelas bahawa harga jualan tidak boleh kurang daripada RM300,000.00. Tina menawarkan untuk membeli rumah tersebut dengan harga RM305,000.00 manakala Malhotra menawarkan untuk membeli rumah itu dengan harga RM310,000.0. Untuk memastikan rumah tersebut menjadi miliknya, Tina menawarkan Rahul komisyen tambahan. Rahul menerima tawaran Tina tanpa memaklumkan prinsipal tentang tawaran Anjali.*

Based on the above situation, you are required to:

*Berdasarkan situasi di atas, anda dikehendaki untuk:*

- i. State an issue.  
*Nyatakan isu.*  
[2mark]  
[2 markah]
- ii. Explain the relevant provision of the Contracts Act 1950.  
*Huraikan peruntukan yang sesuai menurut Akta Kontrak 1950.*  
[3 marks]  
[3 markah]
- iii. State a relevant case to support your answer.  
*Nyatakan kes yang berkaitan untuk menyokong jawapan anda.*  
[4 marks]  
[4 markah]
- iv. Conclude your answer.  
*Berikan kesimpulan bagi jawapan anda.*  
[2 marks]  
[2 markah]

### QUESTION 3

#### SOALAN 3

- CLO2  
C1
- (a) What is the meaning of condition which is implied under the Sale of Goods Act 1957?  
*Apakah maksud syarat yang terdapat secara tersirat di bawah Akta Jualan Barangan 1957?*  
[2 marks]  
[2 markah]
- CLO2  
C2
- (b) Discuss sale of goods by description.  
*Bincangkan jualan barang-barang melalui deskripsi.*  
[8 marks]  
[8 markah]

CLO2  
C3

- (c) Aishah bought a pair of Lady jeans from Lady Jeans Sdn Bhd so that he can wear it for her birthday party. She wore it and unfortunately, her skin becomes red and itchy. Aishah has to seek medical treatment. Advise Aishah whether she could commence a legal action against Lady Jeans Sdn Bhd.

*Aishah membeli sepasang seluar Lady daripada Lady Jeans Sdn Bhd untuk dipakai pada hari jadinya. Sebaik memakainya, tiba-tiba, kulitnya bertukar merah dan gatal-gatal. Aishah mendapatkan rawatan perubatan. Nasihatkan Aishah sama ada dia boleh memulakan tindakan undang-undang terhadap Lady Jeans Sdn Bhd.*

Based on the above situation, you are required to:

*Berdasarkan situasi di atas, anda dikehendaki untuk:*

- i. State an issue.

*Nyatakan isu.*

[2 mark]

[2 markah]

- ii. Explain the relevant provisions of the Sale of Goods Act 1967.

*Huraikan peruntukan yang sesuai menurut Akta Jualan Barangan 1967.*

[4 marks]

[4 markah]

- iii. Explain a relevant case to support your answer.

*Terangkan kes yang berkaitan untuk menyokong jawapan anda.*

[6 marks]

[6 markah]

- iv. Conclude your answer.

*Rumuskan jawapan anda.*

[3 marks]

[3 markah]

SOALAN TAMAT