



UNIVERSITI KUALA LUMPUR
KAMPUS CAWANGAN MALAYSIAN SPANISH INSTITUTE

FINAL EXAMINATION
OCTOBER 2025 SEMESTER

COURSE CODE : SIB12803 (V3)
COURSE TITLE : BUSINESS LAW AND POLICY
PROGRAMME NAME : BACHELOR OF BUSINESS TECHNOLOGY (HONOURS) IN
AUTOMOTIVE MANAGEMENT
DATE : 27 JANUARY 2026
TIME : 2:00PM - 5:00PM
DURATION : 3 HOURS

INSTRUCTIONS TO CANDIDATES

1. Please read the instructions given in the question paper CAREFULLY.
2. This question paper is printed on both sides of the paper.
3. This question paper consist of TWO sections.
4. Answer ALL questions for Section A.
5. Section B consist of four questions. Answer THREE (3) questions only.
6. Please write your answer on the answer booklet provided.
7. Please answer all questions in English only.
8. Please answer MCQ/EMQ questions using OMR sheet. *Tick if applicable*
9. Refer to the attached Formula/ Appendices. *Tick if applicable*

THERE ARE 5 PAGES OF QUESTIONS INCLUDING THIS PAGE

SECTION A (Total: 40 marks)

Answer ALL questions.

Please use the answer booklet provided.

Question 1

Law is a way or device to control the economy and social behavior of society. Discuss two sources of law in Malaysia.

(10 marks)

Question 2

Court is a place where trials and other legal cases happen, or the people present in such a place, especially the officials and those deciding if someone guilty. Explain three superior courts in Malaysia with their jurisdictions.

(10 marks)

Question 3

Discuss the rules for determining the existence of partnership according to Partnership Act 1961.

(10 marks)

Question 4

There are several ways how the partnership may be dissolved. Explain five methods of partnership's dissolution as stated in Partnership Act 1961.

(10 marks)

SECTION B (Total: 60 marks)

Answer THREE (3) questions only.

Please use the answer booklet provided.

Question 1

Daniel owned a second-hand car and intended to sell it. On 1 June 2025, Daniel communicated an offer to Amir to sell the car for a price of RM6,000. Upon receiving the offer, Amir did not immediately accept it. Instead, Amir replied that he was only willing to purchase the car if Daniel agreed to sell it at RM4,000. Daniel rejected Amir's proposal and made it clear that he was not prepared to sell the car at that price.

Following the rejection of Amir's counter-offer, Daniel subsequently offered to sell the same car to his neighbor, Hakim, at the original price of RM6,000. Hakim agreed to the offer without imposing any conditions, and both parties proceeded with the transaction. The car was later sold and delivered to Hakim.

A few days after the sale had been completed, Amir contacted Daniel again and informed him that he was now willing to accept Daniel's original offer to purchase the car at RM6,000, without any conditions. Daniel then informed Amir that the car had already been sold to Hakim and was no longer available. Advise Daniel, Amir, and Hakim on their respective legal positions under the law of contract.

Provide a detailed response with advice for the parties involved. Your response should address the key issues, relevant legal provisions, applicable case law, and offer recommendations with supporting justifications for the scenario.

(20 marks)

Question 2

Under company law, a company is a body corporate that comes into existence upon incorporation and is recognized as a separate legal entity, distinct from its members, shareholders, and directors. This principle gives rise to various legal characteristics that differentiate a company from other forms of business organizations. As a result, a company possesses several unique characteristics that distinguish it from other forms of business organizations such as partnerships or sole proprietorships.

Explain the doctrine of separate legal entity and analyze the main characteristics of a company that arise from this principle. In your answer, you are required to support your discussion with appropriate case law.

(20 marks)

Question 3

Alina, a university student, lives with her elder brother, Farid, in Kuala Lumpur. Farid promised Alina that he would give her RM800 per month to cover her living expenses, on the condition that she focused on her studies and maintained good academic results. Relying on this promise, Alina decided not to seek part-time employment and budgeted her expenses based on the allowance from Farid.

After a few months, Farid stopped giving the monthly allowance. He claimed that his promise was only a family arrangement and was not intended to create any legal obligation. Alina argued that the promise should be legally enforceable because she had relied on it and suffered financial difficulties as a result.

Evaluate whether the arrangement between Alina and Farid gives rise to a legally binding contract. In doing so, assess the enforceability of domestic agreements by addressing the key issues, applying relevant legal principles, case law, and providing justified advice.

(20 marks)

Question 4

Under Section 14 of the Contract Act 1950, where consent is not freely given, the contract may be rendered voidable at the option of the aggrieved party. A voidable contract is an agreement that is initially valid and legally binding but may be rescinded by one of the parties due to defects affecting free consent. Until the aggrieved party exercises the right to avoid the contract, it remains enforceable under the law.

Examine the four grounds under Section 14 of the Contract Act 1950 that may cause a contract to be voidable. In your answer, refer to the relevant statutory provisions and applicable case law.

(20 marks)

END OF EXAMINATION PAPER

