



UNIVERSITI TUN HUSSEIN ONN MALAYSIA

FINAL EXAMINATION
SEMESTER II
SESSION 2017/2018

COURSE NAME : BUSINESS LAW
COURSE CODE : BPB 22903
PROGRAMME CODE : BPB
EXAMINATION DATE : JUNE / JULY 2018
DURATION : 2 HOURS AND 30 MINUTES
INSTRUCTION : ANSWER ALL QUESTIONS

TERBUKA

THIS QUESTION PAPER CONSISTS OF **THREE (3)** PAGES

- Q1** (a) Ah Meng, Muthu and Ali have decided to jointly buy a shop lot house in one of the development area in Parit Raja Batu Pahat with the intention to rent it out. They also claim that they are partners and therefore are bound to each other. Thereafter they concluded the Sale and Purchase of the shop lot house. They employed Mr. Azim to manage the said shop lot house who would be paid for his services based on 5% commission from the rental of the property under his care.

Explain with justification whether or not there is a partnership relationship subsisting among the above parties.

(13 marks)

- (b) Every partner is liable jointly with the other partners for all debts and obligations of the firm incurred while he is a partner.

Discuss **THREE (3)** circumstances when a partner is jointly liable for the act done by the other partners.

(12 marks)

- Q2** (a) Describe briefly on the following concepts under the sale of goods law.

- (i) Implied condition and warranty
- (ii) The goods must be of a merchantable quality
- (iii) *Nemo dat quod non habet*
- (iv) *Caveat Emptor*

(12 marks)

- (b) Ahmad leased his shop, located in the golden triangle of Kuala Lumpur, to Mohammad during a time Malaysian economy was doing very well. The monthly rental was around RM6000. Two years later, after the burst of economic bubble, the shopping district was affected and many lessees and tenants began to move out, so they could survive in locations where rental was low. Ahmad a farsighted property manager approached Mohammad and informed him that he can pay RM3000 per month if he were willing to stay on the premises. The government managed to regulate economy prudently then, and as a result, three years later, demand for the shopping district, where Ahmad Shop was located, reached to the same level as before the economic crisis. Ahmad served a notice on Mohammad, now, instructing him to vacate the premise, if he does not pay RM108000 as unpaid rental arrears for the last three years within a month.

Advise Mohammad regarding the above situation according to relevant case law.

(13 marks)

- Q3 (a)** Suka Bina Sdn. Bhd. (hereinafter referred as the developer) is developing a new industrial land in Batu Pahat into factory lots for sale. The project is adjacent to a piece of land owned by Datuk Amin (hereinafter referred as the complainant). In order for the project to run within its schedule, the developer then constructed a stretch of road right across the complainant's land to enable a free access of traffic. However, the complainant is not satisfied with the developer's action on the ground that it will soon damage his land. The developer counterclaimed that since the complainant's land is in between of the development zones, there is nothing they can do except to access his land and moreover there is no evidence of actual damage found in the said land.

Advise Datuk Amin on his legal rights against the developer.

(13 marks)

- (b)** A developer plans to develop a housing project in a piece of land that was gazetted as a temporary occupation license (hereinafter referred as TOL). Some of the equipment and machines have been deployed in the area of TOL holders' house. These have obstructed their access in and out of the area.

Discuss whether a TOL holder can bring an action for ejection against the developer.

(12 marks)

- Q4** Companies, Directors, Managers or partners in a business organization may commit one or several of criminal wrongs for which courts could penalize them under existing laws. Explain the following terms or concepts

- (i) Cheating.
- (ii) Bribery.
- (iii) Insider trading.
- (iv) Money laundering.
- (v) Criminal breach of trust.

(25 marks)

-END OF QUESTION -

