

Volume 3 (2025)



RMU e-Bulletin



Research Management Unit
Universiti Teknologi MARA Cawangan Kedah

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Embracing New Horizons: A Fresh Start for 2025



As we stand at the threshold of a new year, I welcome you to RMU4U Third Edition (January 2025). The start of a new year symbolizes renewal, an opportunity to recalibrate our aspirations and refresh our collective commitment to academic excellence, research endeavours, and impactful scholarly contributions.

The year 2024 saw significant progress within our academic and research community. It was a testament to the passion, perseverance, and creativity of all members of the UiTM Kedah family. As we reflect on those accomplishments, let us also look ahead with determination to elevate our efforts in research, publication, and innovation. Let 2025 be the year we chart new pathways for discovery and collaboration, bringing our work to greater heights.

This year, I encourage all of us to reaffirm our scholarly goals by setting clear, measurable targets for research outputs, impactful writings, and knowledge sharing, aiming to contribute meaningfully to society both locally and globally. Let us strengthen research collaborations by building networks across disciplines, faculties, and institutions to foster cross-disciplinary solutions to real-world challenges. At the same time, we must focus on innovation by exploring new ideas, embracing digital tools, and pioneering creative solutions that align with global trends and local needs. Above all, let us support each other by sharing expertise, mentoring the next generation, and collaborating to overcome challenges, creating a thriving research ecosystem where everyone uplifts one another.

Let this be a year where we balance ambition with reflection, passion with purpose, and innovation with impact. The Research Management Unit (RMU) remains steadfast in supporting your research journey through resources, platforms, and opportunities for growth.

As we embark on this new chapter, I wish each of you the strength to pursue your aspirations and the resilience to overcome any obstacles. Together, let us make 2025 a year of breakthroughs, achievements, and shared successes.

Here's to a productive and inspiring year ahead.

Sincerely,

Prof. Dr. Roshima Said

Acting Rector, UiTM Kedah



A Message from the Chief Editor

Dear Readers,

I am pleased to announce the return of the RMU4U Bulletin with Volume 3, showcasing a diverse array of academic inquiries and professional perspectives across multiple themes. This edition continues our commitment to facilitating intellectual exchange and presenting research that engages with contemporary issues.

In this volume, the Law & Policy theme stands out with the highest number of contributions, featuring 14 papers that explore significant aspects of governance, justice, and societal well-being. These papers highlight the role of legal frameworks and policies in addressing current challenges and contributing to societal development.

Highlighted works include topics such as "Enhancing Access to Justice: The Role, Challenges, and Future of Small Claims Courts in Malaysia" and "Environmental Public Interest Litigation: Broadening Locus Standi to Safeguard Collective Interests," which examine the evolving landscape of legal rights and public interest. Additional discussions, such as "Alternative Dispute Resolution (ADR) in Islamic Banking and Finance in Malaysia" and "Balancing Nature and Faith: Protection and Conservation of Water Resources from the Perspective of Islamic Law," shed light on the interplay between ethics, faith, and law in addressing societal challenges.

In addition to the focus on Law & Policy, this issue covers a range of topics that contribute to understanding innovation and societal change. Articles such as "AI-Driven Recommendations in Mobile Shopping Apps, Podcasts, Animations & Gen Z: Revamping Organizational Behavior Learning, and The Role of Social Media in Shaping Islamic Entrepreneurship" explore the intersections of technology, education, and culture in today's world.

This edition represents the collaborative work of our contributors, whose insights and expertise have shaped the content of this bulletin. We encourage readers to engage with these ideas and consider their implications for further research and practical applications.

I would like to thank the authors, reviewers, and editorial team members who made RMU4U Bulletin Volume 3 possible. We hope this publication serves as a resource for understanding key issues and inspires further exploration.

Thank you for being part of this endeavor. Let us continue to learn and exchange ideas

Warm regards,

Dr Azyyati Anuar
Chief Editor, RMU4U E-Bulletin



UNDERSTANDING THE ELEMENT OF UNDUE INFLUENCE THAT MAY RENDER A CONTRACT VOIDABLE

Sarirah Che Rose, Irma Kamarudin & Siti Khadijah Abdullah Sanek

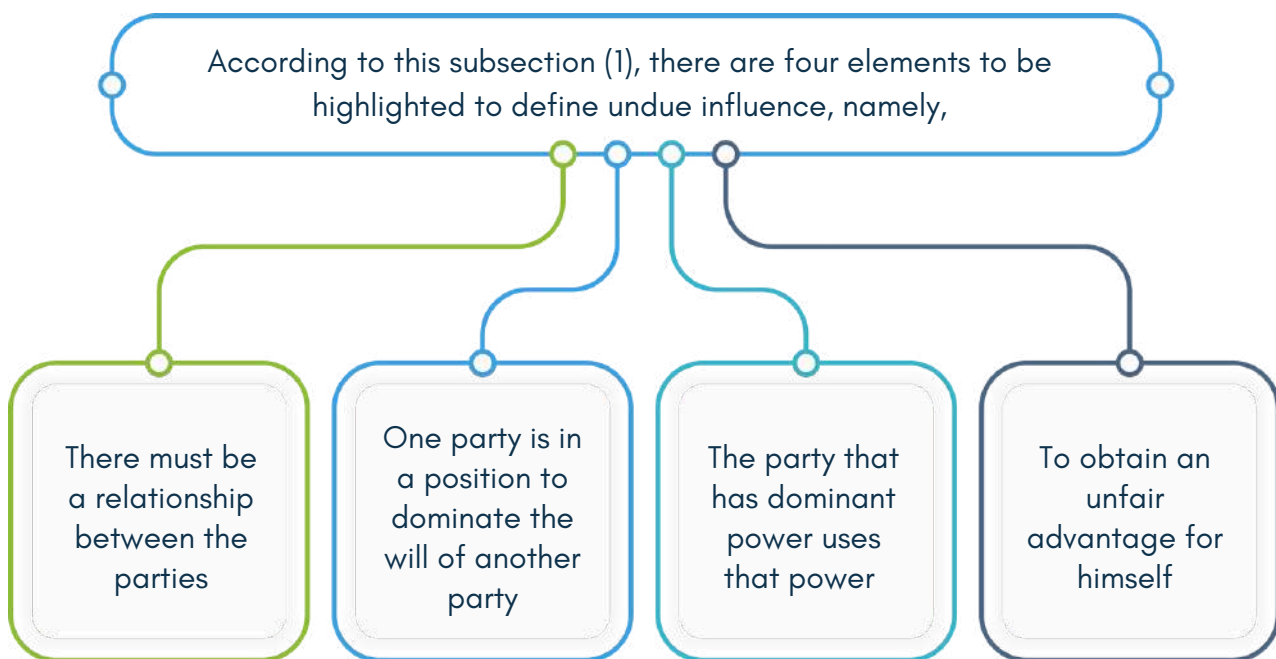
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An agreement becomes a contract when the contracting parties have free consent and are competent to enter into a contract. This is provided for under section 10 of the Contract Act 1950 (hereinafter referred to as 'the Act'). According to section 14 of the Act, consent is free when it is not caused by coercion, fraud, misrepresentation, undue influence or mistake. The elements of coercion, fraud, misrepresentation, and undue influence may render a contract voidable while a mistake may render a contract void.

To understand the meaning and implication of undue influence on a contract, reference should be made to section 16 of the Act and the decided cases.

Section 16(1) provides that "a contract is said to be induced by "undue influence" where the relations subsisting between the parties are such that one of the parties is in a position to dominate the will of the other and uses that position to obtain an unfair advantage over the other".



For instance, parents and children, lecturers and students, employers and employees, lawyers and clients, doctors and patients, etc. If a lecturer sells textbooks to his/her students in his/her capacity as a lecturer, not a seller and he/she dominates the will of his/her students, therefore the contract is voidable as the students are induced to buy the textbooks. "Induce" means, someone is led to enter into a contract due to undue influence of another party.

Section 16(2) provides two categories of people in a position to dominate the will of another party. The section states that "in particular and without prejudice to the generality of the foregoing principle, a person is deemed to be in a position to dominate the will of another.

(a) where he holds a real or apparent authority over the other, or where he stands in a fiduciary relation to the other; or (this paragraph refers to the abovementioned relationship where one party has dominant authority)

(b) where he makes a contract with a person whose mental capacity is temporarily or permanently affected because of age, illness, or mental or bodily distress". (this paragraph refers to a relation between a normal person with another person who has mental incapacity, for instance, senility, terminally ill, psychopathic disorder, and so on and so forth.

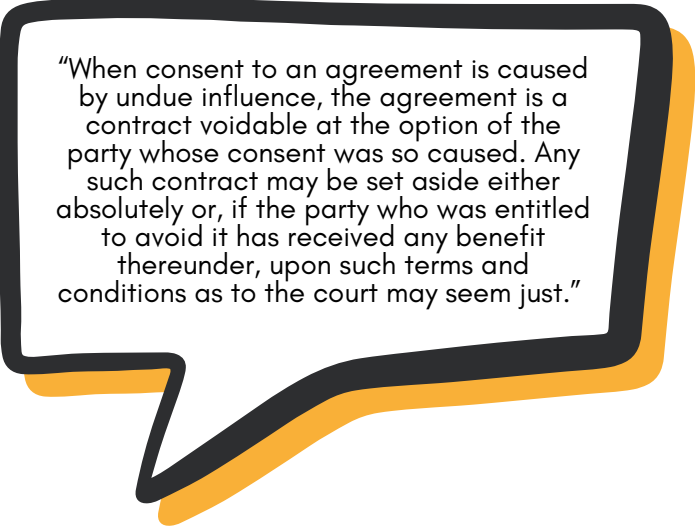
Section 16(3) provides that "where a person who is in a position to dominate the will of another, enters into a contract with him, and the transaction appears, on the face of it or on the evidence adduced, to be unconscionable, the burden of proving that the contract was not induced by undue influence shall lie upon the person in a position to dominate the will of the other".

According to this subsection (3), the burden of proof is cast upon a person who has dominant power or is in a position to dominate another person's will. He/she has to prove that he/she does not use that power to induce the other party to enter into a contract. If he/she fails to discharge the burden of proof, a contract will be voidable.

This principle is illustrated by the case of *Datuk Jaginder Singh v Tara Rajaratnam* [1983] 2 MLJ 196. In this case, the respondent, who was the owner of the land, claimed that she was induced by the undue influence of the appellant to transfer her land to the appellant. The court held that the appellant and the respondent were in a solicitor-client relationship. The transaction was unconscionable, and therefore, the burden was on the appellant to rebut the presumption of undue influence. Since the appellant had failed to discharge the burden, the contract of transferring the respondent's land to the appellant was set aside.

When a contract is voidable, the innocent party has an option either to rescind the contract or claim damages only. This is provided for under section 20 of the Act.

In conclusion, a contract may be rescinded when one of the contracting parties is induced to enter into a contract by another party who is in a position to dominate the will of another party.



"When consent to an agreement is caused by undue influence, the agreement is a contract voidable at the option of the party whose consent was so caused. Any such contract may be set aside either absolutely or, if the party who was entitled to avoid it has received any benefit thereunder, upon such terms and conditions as to the court may seem just."

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