



**UNIVERSITI KUALA LUMPUR
BUSINESS SCHOOL**

**FINAL EXAMINATION
OCTOBER 2024 SEMESTER**

COURSE CODE	: EAB11803
COURSE NAME	: COMMERCIAL LAW
PROGRAMME NAME	: BACHELOR IN ACCOUNTING (HONS)
DATE	: 4 FEBRUARY 2025
TIME	: 2.00 PM – 5.00 PM
DURATION	: 3 HOURS

INSTRUCTIONS TO CANDIDATES

1. Please **CAREFULLY** read the instructions given in the question paper.
2. This question paper has information printed on both sides of the paper.
3. This question paper consists of **TWO (2) Sections; Section A and Section B.**
4. Answer **TWO (2) questions** from **Section A** and **TWO (2) questions** from **Section B.**
5. Please write your answers on the answer booklet provided.
6. All questions must be answered in **English** (any other language is not allowed).
7. **This question paper must not be removed from the examination hall.**
8. Students can refer to the unannotated **Contract Act 1950, Sale of Goods Act 1957, Partnership Act 1961** and **Power of Attorney Act 1949** when answering their papers during the examination.

THERE ARE FOUR (4) PAGES OF QUESTIONS, INCLUDING THIS PAGE.

PART A

INSTRUCTIONS:-

1. Answer **TWO** questions **ONLY**. (TOTAL: 50 Marks)
2. Please write your answers in the answer booklet provided.

QUESTION 1.

Explain the difference between an "offer" and an "invitation to treat" in the context of Malaysian contract law.

Provide examples to support your answer.

(25 Marks)

QUESTION 2.

Discuss the different types of authority that an agent can possess under Malaysian law.

How do these types of authority affect the liability of the principal and the agent in contractual relationships?

(25 Marks)

QUESTION 3.

Discuss the elements required to establish a negligence claim under Malaysian tort law.

How does the concept of duty of care play a crucial role in determining liability? Illustrate your answer with relevant case law.

[25 Marks]

QUESTION 4.

Discuss the significance of implied terms in the Sale of Goods Act 1957 in Malaysia.

How do these terms protect consumers, and what are the key implied terms that apply to the sale of goods?

[TOTAL: 25 Marks]

QUESTION 5.

Discuss the essential elements required for the formation of a partnership under Malaysian law.

What are the key characteristics that distinguish a partnership from other business entities?

[TOTAL: 25 Marks]

PART B**INSTRUCTIONS:-**

1. **Answer TWO questions ONLY. (TOTAL: 50 Marks)**
2. **Please write your answers in the answer booklet provided.**

QUESTION 1.

Ahmed entered into a contract with Bella to supply 500 units of office chairs by December 1st, 2024. Due to unforeseen circumstances, Ahmed could only deliver 300 units by the agreed date. Bella refused to accept the partial delivery and demanded full fulfillment or compensation for the breach.

Discuss the legal implications of this situation under Malaysian contract law and determine whether Bella is entitled to reject the partial delivery.

[TOTAL: 25 marks]

QUESTION 2

Sarah appoints David to manage her online clothing business while she is abroad. However, they did not sign a formal agreement. David begins managing the business and makes several transactions on Sarah's behalf.

Discuss the legal basis on which David's authority as an agent can be established under Malaysian law and the implications for both parties.

[TOTAL: 25 MARKS]

QUESTION 3

Samantha, a driver for a delivery company, was speeding through a residential area and accidentally hit John, a pedestrian, causing severe injuries. John was crossing the street outside of a designated crosswalk.

Discuss whether Samantha can be held liable for negligence under Malaysian tort law. Consider the elements of negligence and any defenses that may be available to Samantha.

[TOTAL 25 MARKS]

QUESTION 4

Ali purchased a refrigerator from Cool Appliances Ltd. After a week, the refrigerator stopped functioning. Upon inspection, it was found that the cooling system was defective. Ali claims that the refrigerator was not of satisfactory quality and seeks a refund.

Discuss Ali's rights under the Sale of Goods Act 1957 in Malaysia and the remedies available to him.

[TOTAL: 25 MARKS]

QUESTION 5

Aisha, Ben, and Carla are partners in a boutique business. Their partnership agreement stipulates that any partner can dissolve the partnership by giving two months' notice. Aisha decides to retire and gives notice to dissolve the partnership. However, Ben and Carla want to continue the business.

Discuss the legal implications of Aisha's decision to dissolve the partnership under the Partnership Act 1961 and the options available to Ben and Carla.

[TOTAL: 25 MARKS]

END OF EXAMINATION QUESTIONS.