CONFIDENTIAL

UNIVERSITI KUALA LUMPUR
BUSINESS SCHOOL

FINAL EXAMINATION
OCTOBER 2024 SEMESTER

COURSE CODE	:	EAB21303
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 **ONE (1) Section; Section A**.
4. Answer **ALL** questions from **Section A**.
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 are allowed to refer to the unannotated **Contract Act 1950, Sale of Goods Act 1957** and **Hire Purchase Act 1967** and **Financial Services Act 2013** when answering their questions during the examination.

THERE ARE TWO (2) PAGES OF QUESTIONS, EXCLUDING THIS PAGE.

SECTION A (Total: 100 marks)

INSTRUCTIONS:

1. **Answer ALL questions.**
2. **Please write your answers in the answer booklet provided.**
3. **Students are allowed to refer to the unanotated Sale of Goods Act 1957 and Hire Purchase Act 1967 and Financial Services Act 2012 when answering their questions during the final examination.**

Question 1

Discuss the terms "Condition and Warranty" under the Sale of Goods Act 1957 and the circumstances where "Condition" can be treated as "Warranty".

(25 marks)

Question 2

On March 2021, Daud entered into a hire purchase agreement with Seroja Finance Bhd for the hire purchase of a new Honda motor car. Consider the legal position (treating each part separately) if:

(a) The agreement expressly negated the owner's liability for fitness and merchantable quality of the car.

(15 marks)

(b) The agreement contained a clause which stated that the owner would not be liable for any representation or statement made by the dealer or his servant or agent.

Advise Daud.

(10 marks)

Question 3

Jajane purchased an insurance policy on the life of her husband, Mr. Bharat and a property/dwelling insurance policy from SOKONGANDA Assurance Berhad under "SokongAnda Life Care" policy and "Property/Dwelling Home Care Plan" policy respectively. The "Property/Dwelling Home Care Plan" policy was taken on the two (2) adjacent terrace houses which belongs to her father and one of which resided by her father. The policy provides protection for the house against any damage and/or structural destruction because of floods, fires, thunderstorms and any other known natural disasters with the aims of providing the house owner to rebuild his/her home in the event of a total loss. For the past three (3) years, Jajane have never failed to service her monthly instalment payments of premium for the said insurance policies and accordingly received her receipt for the said payments from SOKONGANDA Assurance Berhad.

Early last month after the request from her father, Jajane decided to visit her father for a family dinner at his home and after the dinner, Jajane and her husband decided to look around the two terrace house compound one of which had been left empty for the past four (4) months after the last tenants decided to move to another area because of his employment. While they were walking around the house, suddenly one of the electric poles in front of the terrace houses was broken and fell onto and hit the house causing the debris to struck Jajane's husband and injured him severely. The injuries resulted from the incident has caused Jajane's husband to pass away a few days later.

Jajane tried to claim under both the insurance policies but was rejected by the insurance company citing that Jajane lacked insurable interest in both policies. Jajane now seek your advice to take a legal action against SOKONGANDA Assurance Berhad.

Advise Jajane on the followings: -

(a) Whether Jajane has an insurable interest on the two terrace houses owned by her father?

(10 marks)

(b) Whether Jajane has insurable interest on the life of her husband, Mr Bharat?

(15 marks)

Question 4

Under the Islamic Law of Contract, muslim who attains the age of puberty is having a legal capacity to discharge his rights and duties under a contract in a manner recognized by law without being subject to approval of any other. Briefly explain the principles recognized by the muslim jurists in determining the age of puberty amongst the muslims.

(25 marks)

END OF EXAMINATION QUESTIONS.