CONFIDENTIAL

UNIVERSITI KUALA LUMPUR
BUSINESS SCHOOL

FINAL EXAMINATION
MARCH 2025 SEMESTER

COURSE CODE	:	EAB11803
COURSE NAME	:	COMMERCIAL LAW
PROGRAMME NAME	:	BACHELOR IN ACCOUNTING (HONS)
DATE	:	2 JULY 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 **FIVE (5) Questions.**
4. Answer **FOUR (4)** questions **ONLY.**
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 an unannotated **Civil Law Act 1956 and Contract Act 1950, Sale of Goods Act 1957 and Hire Purchase Act 1967, and Partnership Act 1961** when answering their questions during examination.

THERE ARE THREE (3) PAGES OF QUESTIONS, INCLUDING THIS PAGE.

INSTRUCTION:

Answer FOUR (4) questions only (Total: 100 marks)
Please use the answer booklet provided.

Question 1

The Malaysian legal system recognized the applicability of English law in Malaysia by virtue of Section 3 and Section 5 of the Civil Law Act 1956 which allowed Malaysian courts to refer and apply the English law in Malaysia but subject to certain limitations.

Discuss the contents and application of Section 3 and Section 5 of the Civil Law Act 1956 (Revised 1972) and the limitations that was applicable thereto.

(25 marks)

Question 2

Discuss the concept of invitation to treat under the law of contract in Malaysia and support your answer with decided cases.

(25 marks)

Question 3

Discuss the eight (8) duties of an agent towards his principal as provided for under the Contract Act 1950 and support your answer with relevant provisions of the Act.

(25 marks)

Question 4

Hidayah and Jasmine were partners in an audit firm. The partnership agreement stated that if either partner should 'be guilty of professional misconduct or any act which is calculated to bring discredit upon or injure the other partner or the partnership business, the other partner shall be at liberty to give notice of his intention to determine the partnership and thereupon the partnership shall be dissolved'. Hidayah served Jasmine with notice to dissolve the partnership on the ground of professional misconduct within the meaning of the clause set out above. Hidayah contended that Jasmine had advertised a company called JM Audit Sdn Bhd, in which Jasmine was one of the principal shareholders, by pamphlets of an objectionable nature claiming superiority over other auditors, and that Jasmine was a party to a publication of an article containing objectionable remarks with regard to Malaysian auditors.

Advise Hidayah on her chances of success.

(25 marks)

Question 5

Discuss with the aid of case law, the situation where an accountant or an auditor may be liable for professional negligence in tort, if a person to whom they owed a duty of care has suffered loss as a result of their negligence.

(25 marks)

END OF EXAMINATION PAPER