



**UNIVERSITI KUALA LUMPUR
BUSINESS SCHOOL**

**FINAL EXAMINATION
JULY 2025 SEMESTER**

COURSE CODE : EAB21303
COURSE NAME : COMMERCIAL LAW
PROGRAMME NAME : BACHELOR IN ACCOUNTING
DATE : 20 SEPTEMBER 2025
TIME : 02.00 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 **ONE (1) section** only; **Section A**.
4. Answer **ANY FOUR (4) questions** from **Section A**.
5. All questions must be answered in **English** (any other language is not allowed).
6. This question paper must not be removed from the examination hall.
7. Candidates are allowed to refer to unannotated copy of **Contracts Act 1950, Sales of Goods Act 1957, Hire-Purchase Act 1967, and Insurance Act 1996**.

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

SECTION A (Total: 100 marks)

Answer **FOUR (4)** questions.

Please use the answer booklet provided.

Question 1

Mohamed, in Kuala Lumpur, received a fax from a supplier offering 200 units of office furniture at RM500 each, stating the offer is open for 10 days. Mohamed responds on the 11th day accepting the offer. Meanwhile, the supplier sold the furniture to another buyer. Discuss whether Mohamed can enforce the contract under Malaysian contract law principles. Apply the doctrines of offer, acceptance, lapse, and communication of acceptance.

(25 marks)

Question 2

During negotiations for sale of land, Lim was coerced by threats from the seller's agent to sign a contract immediately. Afterward, Lim found material defects concealed by the seller. Discuss under Malaysian law whether Lim can avoid the contract based on coercion and misrepresentation. Explain the distinctions between void and voidable contracts and the remedies Lim may seek.

(25 marks)

Question 3

By applying relevant case law, discuss the duties of disclosure and the principle of utmost good faith in reference to Insurance Act 1996 in the context of commercial transactions in Malaysia. In your answer, include the discussion on legal consequences for breach and any possible defenses the insured may raise.

(25 marks)

Question 4

Fatimah entered a hire purchase agreement to acquire electrical equipment for her business. After missed payments, she disputes the dealer's right to repossess the equipment without a court order. Critically examine the protections afforded to hirers under the Hire-Purchase Act 1967 and discuss the process and requirements for lawful repossession under Malaysian law.

(25 marks)

Question 5

'The Sales of Goods Act 1957 seek to balance the rights of the seller and the buyer in the contracts of supply of goods in Malaysia'

Referring to the above statement, discuss the buyer's rights and remedies under the Sale of Goods Act 1957. In your answer, discuss the application the role of implied terms, rejection, and damages in the Malaysian context.

(25 marks)

END OF EXAMINATION PAPER