



UNIVERSITI KUALA LUMPUR
BUSINESS SCHOOL

FINAL EXAMINATION
OCTOBER 2025 SEMESTER

COURSE CODE : EAB21303
COURSE TITLE : COMMERCIAL LAW
PROGRAMME NAME : BACHELOR IN ACCOUNTING
DATE : 25 JANUARY 2026
TIME : 09.00AM - 12.00PM
DURATION : 3 HOURS

INSTRUCTIONS TO CANDIDATES

1. Please read the instructions given in the question paper CAREFULLY.
2. This question paper is printed on both sides of the paper.
3. This question paper consist of ONE sections.
4. Section A consist of five questions. Answer FOUR (4) questions only.
5. Please write your answer on the answer booklet provided.
6. Please answer all questions in English only.
7. Refer to the attached Formula/ Appendies. *Tick if applicable*

THERE ARE 3 PAGES OF QUESTIONS INCLUDING THIS PAGE

SECTION A (Total: 100 marks)

Answer FOUR (4) questions.

Please use the answer booklet provided.

Question 1

Malaysian law can also be found in the judicial decisions of the High Court, Court of Appeal and the Federal Court, the then Supreme Court and the Judicial Committee of the Privy Council. Decisions of these courts were made and still are being made by what is called the 'doctrine of binding precedent'.

Expand on the above statement and discuss the doctrine of binding precedent and the hierarchy of precedents applicable in Malaysia.

(25 marks)

Question 2

As a party to a Hire Purchase agreement, a Hirer has certain rights under the Hire-Purchase Act 1967.

With cases as illustration, outline and discuss those rights under Malaysian law.

(25 marks)

Question 3

Awina bought a car from Amar and used it for four months before discovering that it had been stolen. Awina then had to hand over the car to the true owner. Due to this, Awina would like to recover the full amount that she paid for the car while Amar is saying that she is not entitled to such amount as she used the car for four months.

Advise the parties as to their rights and liabilities under the Sale of Goods Act 1957.

(25 marks)

Question 4

In 2020, Ali received a call from an insurance marketer. According to the marketer, if he took out an insurance policy from Janji Betul Co., he would only have to pay premiums for four years and after that Ali would receive a free policy. Ali thought that was a very good deal. In reliance of that deal, he entered into the insurance agreement.

Last week, Ali had received a letter saying he defaulted in payments of his premium as he stopped paying the premiums after four years. The letter said the policy would be terminated and his payments would be defaulted.

Advise Ali on his rights.

(25 marks)

Question 5

Mr. Nizar used to be a very rich man. However, recently he has fallen into financial distress. He had borrowed RM10,000 from his uncle, Mr. Nazar, but is not able to pay him back. Angered by his inability to pay, Mr. Nazar sued Mr. Nizar and was awarded a judgment for the amount of RM10,000 to be paid by Mr. Nizar.

Worried about her father's health, Mr. Nizar's daughter, Ms. Marina offered to pay RM8,000 as full settlement for her father's debt. She sent the cheque for the sum with a letter stating that if Mr. Nazar does not agree, she would like to have the money returned. Mr. Nazar had cashed the cheque and proceeded to demand the RM2,000 balance from Mr. Nizar.

Advise the parties as to their rights.

(25 marks)

END OF EXAMINATION PAPER