



UNIVERSITI KUALA LUMPUR BUSINESS SCHOOL

**FINAL EXAMINATION
JANUARY 2016 SEMESTER**

SUBJECT CODE : EAB21303
SUBJECT TITLE : COMMERCIAL LAW
LEVEL : BACHELOR
TIME / DURATION : 2:00 PM – 5:00 PM (3 HOURS)
DATE : 23 MAY 2016

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. Answer FOUR (4) questions only.
5. Please write your answers on the answer booklet provided.
6. Students are allowed to bring and refer to the Federal Constitutions, Contract Act 1950, and Sale of Goods Act 1957 for this subject.
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.

THERE ARE THREE (3) PAGES OF QUESTIONS EXCLUDING THIS PAGE

PART A

Total 25 marks

INSTRUCTION: Answer ONE (1) question only

Please use the answer booklet provided

“Clothing that extremely symbolizes religious belief and practice is strictly not allowed. In the event confusion arises, the concept of moderation must apply and be determining guidelines (for example the wearing of ‘purdah’, ‘jubah’ (for male employee only), ‘serban’ and ‘kopiah’ are strictly not allowed.”

Discuss the above dress code based on the following context:-

1. Freedom of speech and expression under the Federal Constitution.
2. Freedom of religion
3. Based on the different approaches on interpretation of statute, examine whether wearing of ‘purdah, jubah, serban, and kopiah falls under the definition of ‘extremely symbolizes religious belief’?
4. Give your overall view whether the above dress code is a good law or otherwise.

(25 marks)

PART B

Total 25 marks

INSTRUCTION: Answer THREE (3) question only

Please use the answer booklet provided

Question 1

“It is perfectly clear that according to the ordinary law of contract, the display of an article with a price on it in shop window is merely an invitation to treat. It is in no sense an offer for sale, the acceptance of which constitutes a contract.”

Fisher v Bell [1961] 1 QB 394, at page 399

Discuss the concept of invitation to treat.

(25 marks)

Question 2

In September 2015, Aimi found Nadhirah's Mac Book, which went missing in January 2015. Aimi returned the Mac Book to Nadhirah the next day. Nadhirah was so happy and promised to reward Aimi with RM2,000.00. However, Nadhirah's business does not make any profit. She changed her mind and decided not to pay Aimi.

Nadhirah came to you for opinion. Give Nadhirah your opinion and the reasons of your opinion.

(25 marks)

Question 3

Fatin Nadia, the managing director of Fabulicious Sdn Bhd came to see you for an advice for the following matter:

"Solehah Sdn bhd had sent me a sample of shawls called "Melor" and "Cempaka". I look at the sample and I am impressed with the design. I also like the texture of the shawls. On 1.4.2016, I agreed to purchase from Solehah Sdn Bhd 1000 pieces of "Melor" at RM50 per piece, to be delivered on 30.4.2016. I also agreed to purchase from the same company 1000 pieces of Cempaka" at RM60" per piece, to be delivered on 15.5.2016.

I bought the shawl because I have a contract with Ms. Aimi Nadhira in London. I am selling the shawl Melor at RM150 and Cempaka at 160 to her. I supposed to deliver the shawl to her in London on or before 29.5.2016.

On 30.4.2016, Solehah Sdn bhd delivered 1000 pieces of shawls to me. Upon inspection, I notice that the bulk of the shawls do not have the same texture as per the sample. On 15.5.2016, Solehah Sdn Bhd delivered Cempaka shawls in two boxes. I did not open the boxes until 20.5.2016. When I open the boxes, I saw that the shawls do not have the same design as per the sample given to me earlier.

On 25.5.2016, I informed Solehah Sdn Bhd that I am rejecting the entire consignment but Solehah Sdn Bhd denied any liability"

Advise Fatin Nadia on whether she can reject the whole consignment and what is the best legal remedy she can use against Solehah Sdn Bhd.

(25 Marks)

Question 4

Fifi and Alia are both students of a private university called "UniAsia" ("the University"). They had a very bad impression of the University right at the start of their first day of the academic semester. The air-conditioning does not work, the overhead projector in the classes are either missing or does not work, insufficient chairs and tables, the white boards are broken, and the ambience feels like a tuition center rather than a university.

Fifi and Alia had made numerous complaints to Leyla the administrator of the University but no action has been taken.

One day, after the class Fifi helped her lecturer to clean up the white board. The white board is already in fragile conditions. While cleaning the white board, the white board fell down on Fifi's feet. Fifi had to be warded in the Hospital for two days due to broken legs. She also suffers nervous shocks and traumatized due to the whole experience.

Discuss whether Fifi can take legal action against the University for Negligence.

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(25 Marks)

[Total: 100 marks]

END OF QUESTION PAPER

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