

BTW1042 - MALAYSIAN BUSINESS LAW
INDIVIDUAL ASSIGNMENT (SEM. 2, 2020)

INSTRUCTIONS

1. **Due date:** Answers to this Assignment are due by **1.00 pm on Monday, 12 October 2020**.
2. **Extensions:** This date must be complied with unless an extension has been granted 48 hours prior to the due date. Extensions will only be granted in genuine extenuating circumstances and will require some form of proof, such as a medical certificate. All applications for an extension of the time allocated to an assessment task must be made in writing to the Chief Examiner.
3. **Penalties for late lodgement:** A maximum penalty of 2 marks allocated to this assessment task will be deducted for each calendar day (including weekends) that the assessment task is late. The Chief Examiner may also refuse to accept the Assignment.
4. **Word limit: 2,000 words (excluding footnotes) +/- 10% should be fine.**
5. **This is an Individual Assignment.**
6. All Assignments must be **typed (Times New Roman, font size 12)** with one and a half spacing.
7. Attention to style, layout, spelling, grammar, correct citation of cases and legislation will be rewarded. **Case citations should be placed in footnotes. A Bibliography is necessary.**

As this is an assignment in the law discipline, students are required to follow the Australian Guide to Legal Citation (AGLC) referencing style:

<https://guides.lib.monash.edu/law/citingandreferencing>

You must use **footnotes**.

8. **Topics examined.** Although it may deal with matters you are unfamiliar with, there is no reason why students should not familiarise themselves with the assignment facts as soon as possible. Then you are expected to read ahead: yes that's right - in advance of the topic being covered in class. It is a research assignment and students are expected to be able to read ahead and anticipate the issues raised by the assignment. Your Lecturer and Tutor will also be able to assist you.
9. **Value.** The Assignment counts for **twenty percent (25%) of the total marks for the Unit**.
10. **Submission:** Online submission of the assignment through Moodle is only acceptable! Submit your assignment together with the assignment cover page in the allocated assignment drop-box on BTW1042 Moodle page.
11. **A big NO to plagiarism and collusion:**
<https://www.monash.edu/students/academic/policies/academic-integrity>

Question

On 18 March 2020, the Malaysian Government imposed Movement Control Order (MCO) in order to contain the spread of the Covid-19 virus. As a result, there was a lockdown in the country and all businesses, except the essential services, were ordered to shut down.

Ah Soon has a shop selling tropical fish and aquarium equipment in a famous shopping mall in Kuala Lumpur (“the mall”). All the shop lots are owned by the mall and are rented out to retailers. The mall was closed due to the MCO until 18 May 2020 and, thereafter, when the MCO restrictions were relaxed (“Conditional MCO”), the mall was allowed to reopen.

During the MCO, Ah Soon was only able to do online sales which contributed to less than 20% of his normal earnings. Even during the Conditional MCO, the business was not doing well as many people were apprehensive and avoided going to the malls due to the ongoing Covid-19 pandemic. Although the mall was completely closed during the MCO, the mall, however, insisted that all the retailers including Ah Soon are required to pay their monthly rentals as per the terms and conditions of their respective Tenancy Agreements. The mall did offer a 10% discount but only for the two months of the MCO period.

Ah Soon comes to you for legal advice, as he strongly feels it is unfair and unjust for the mall to demand rental during the MCO when the mall was completely closed. He argues that the mall was also under a legal obligation to provide the rented premises which the mall clearly failed or was unable to do so. His point is that if the mall was unable to provide premises (i.e. perform their part of the agreement), why should then he be obliged to pay for the premises (i.e. perform his part of the agreement).

Advice Ah Soon on his legal rights with reference to the relevant laws and judicial decisions.

Weighting/Value: 25% [25 marks]