

A NEED FOR THE CODIFICATION OF THE PRINCIPLE OF GOOD FAITH IN  
MALAYSIA, PARTICULARLY IN CONSUMER AND COMMERCIAL  
CONTRACT:  
A COMPARATIVE STUDY WITH UNITED KINGDOM AND UNITED STATES.

By

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appropriate credit has been given where reference has been made to the work of  
others.

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The principle of good faith had assumed increasing importance to those engaged in contractual relationship. The primary purpose of this research is to provide suggestions and recommendation for the implementation of the doctrine of good faith in Malaysia in the form of codification. We provide comparison with the standing in Malaysia, United States and United Kingdom jurisdictions in hoping that it will be able to give overviews on how the said principles are adopted, applied and enforced.

Though this research does not discuss all aspect of the principle of good faith nor does it cover every single section of the related statutes, nevertheless efforts and writing has been continuously made to complete this very research.

It is hoped that this research will provide useful guidance to students, academician, various government enforcement agencies, legal fraternities and also public at large. It is further hoped that this research would contribute to the further development of good faith in the country.

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## **ABSTRACT**

This research seeks to provide for a suggestion with regards to the codification of the principle of good faith in Malaysia. This research is conducted due to the fact that the recognition given by the Malaysian jurisdiction as to its application of good faith is only restricted to certain types of contract and thus, limiting its application. This research draws upon mostly primary sources including journals, articles, cases, books, legal reviews, interviews and many more. The other goal of this research is to address the effectiveness of the principle of good faith in providing remedies for the innocent parties in the event of a breach of contract. On the other hand, this research looks into the application, acceptance and enforcement of the principle of good faith in other jurisdictions by comparing the extent of application of good faith itself. By the end of the research, there will be a determination as to whether Malaysia needs to amend the existing statute which governs the contractual agreement by including the principle of good faith into its provision.

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