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الجامعة الإسلامية العالمية ماليزيا
INTERNATIONAL ISLAMIC UNIVERSITY MALAYSIA
بَوَيْتِ رَبِّي نَبِيٌّ إِسْلَامٌ أَنْبَاءُ رَجَائِنَا مُلْكِيْنَا

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ABSTRACT OF THE THESIS

This is a comparative study between Islamic law and the Hire Purchase Act 1967 (Act 212) of Malaysia. The study concentrates on the comparative description of the contract of Hire Purchase and the rights and obligations of the three parties- the lessor, the lessee and the guarantee - of the contract in Islamic and Malaysian law. The study also gives an account of the contemporary applications of them, in addition to some suggestions about the Islamization of the aforementioned Malaysian law. The study comprises an introduction and six chapters where the study commenced with an introduction, followed by the Hire and the Hire Purchase transaction in Islamic law, then the transactions similar and pertinent to the Hire Purchase transaction, then the Hire Purchase transaction in Malaysian law, then a comparison between the Hire Purchase transaction in Islamic and Malaysian law, then the contemporary applications for the Hire Purchase transaction in Islamic financial and traditional institutions. The study concluded with the findings of the research and offered some suggestions about the islamization of the Malaysian law concerning the Hire Purchase Act 1967 (Act 212). The study arrived at the facts that some sections of the Hire Purchase Act 1967 (Act 212) of Malaysia contain some illegal aspects that are not in accordance with Islamic law. The study also found the contemporary applications for Islamic Hire Purchase transaction in Malaysia under the transaction of hire then sale whether in Islamic financial institutions or Islamic windows in traditional financial institutions face legal difficulties and obstacles in their applications. This is due to the absence of a specific law about Islamic Hire Purchase Act and due to the fact that the contemporary applications fall under the censorship and surveillance of the Hire Purchase Act 1967 (Act 212) of Malaysia with the attempt of

these financial institutions at avoiding what goes against Islamic law. However, this cannot be avoided as it is mandatory to follow the Malaysian law in force. Undoubtedly, Hire Purchase transaction is considered as one of the common transactions among people in the Malaysian society. Therefore, the study suggests that the Malaysian government should enact a specific Islamic law that is pertinent to the Hire Purchase Act and that is in accordance with the Islamic law and dissimilar to the aforementioned Malaysian law. Such a law will help the Islamic and traditional financial institutions offering the Hire Purchase transaction according to the Islamic law face the legal obstacles in a better way.

APPROVAL PAGE

I certify that I have supervised and read this study and that in my opinion it conforms to acceptable standards of scholarly presentation and is fully adequate, in scope and quality, as a thesis for the degree of Master of Comparative Laws (MCL).

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DECLARATION

I hereby declare that this thesis is the result of my own investigations, except where otherwise stated. Other sources are acknowledged by footnotes giving explicit references and a bibliography is appended.

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AMR : All Malaysia Reports
CLJ : Current Law Journal
ed. : edited by, edition
MLJ : The Malayan Law Journal
n.d. : no date
n.p : no place, no publisher
no. : number
p : page
pp : pages
v : versus : against legal term
vol : volume
WLR : The Weekly Law Reports