



UNDANG-UNDANG MALAYSIA

Akta A1783

AKTA SEWA BELI (PINDAAN) 2026

Tarikh Perkenan Diraja	20 Januari 2026
Tarikh penyiaran dalam <i>Warta</i>	30 Januari 2026

Hakcipta Pencetak (H)

PERCETAKAN NASIONAL MALAYSIA BERHAD

Semua Hak Terpelihara. Tiada mana-mana bahagian jua daripada penerbitan ini boleh diterbitkan semula atau disimpan di dalam bentuk yang boleh diperolehi semula atau disiarkan dalam sebarang bentuk dengan apa jua cara elektronik, mekanikal, fotokopi, rakaman dan/atau sebaliknya tanpa mendapat izin daripada **Percetakan Nasional Malaysia Berhad (Pencetak kepada Kerajaan Malaysia yang dilantik)**.

UNDANG-UNDANG MALAYSIA

Akta A1783

AKTA SEWA BELI (PINDAAN) 2026

Suatu Akta untuk meminda Akta Sewa Beli 1967.

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DIPERBUAT oleh Parlimen Malaysia seperti yang berikut:

Tajuk ringkas dan permulaan kuat kuasa

1. (1) Akta ini bolehlah dinamakan Akta Sewa Beli (Pindaan) 2026.

(2) Akta ini mula berkuat kuasa pada tarikh yang ditetapkan oleh Menteri melalui pemberitahuan dalam *Warta* dan Menteri boleh menetapkan tarikh yang berlainan bagi permulaan kuat kuasa peruntukan yang berlainan Akta ini.

Pindaan seksyen 2

2. Akta Sewa Beli 1967 [*Akta 212*], yang disebut “Akta ibu” dalam Akta ini, dipinda dalam subseksyen 2(1)—

(a) dengan memotong takrif “base lending rate”;

(b) dengan memasukkan selepas takrif “dealer” takrif yang berikut:

‘ “effective interest rate” refers to—

(a) a rate that reflects the actual finance cost of a hire-purchase in the case of a hire-purchase agreement where the terms charges are at a fixed rate; or

(b) a rate that reflects the actual finance cost of a hire-purchase which is determined by using the reference rate as a benchmark in the case of a hire-purchase agreement where the terms charges are at a variable rate;

“electronic” has the same meaning assigned to it in the Electronic Commerce Act 2006 [Act 658];’;

(c) dengan memasukkan selepas takrif “prescribed” takrif yang berikut:

‘ “reference rate” refers to the benchmark interest rate that forms the basis for determining the pricing of variable rate financing facilities, whereby the benchmark rate is the published prevailing overnight policy rate;’; dan

(d) dengan memotong takrif “statutory rebate”.

Pindaan seksyen 4

3. Subseksyen 4(2) Akta ibu dipinda—

(a) dengan memotong perkataan “by delivering it in person”; dan

(b) dengan memotong perkataan “under his hand”.

Pindaan seksyen 4B

4. Seksyen 4B Akta ini dipinda dengan memasukkan selepas subseksyen (1) subseksyen yang berikut:

“(1A) For the purposes of subsection (1)—

- (a) prior to entering into a hire-purchase agreement, the owner shall undertake the necessary due diligence to verify the identity of the intending hirer; and
- (b) the owner shall keep proper records on the due diligence process undertaken and the records shall be kept for at least seven years from the date of the hire-purchase agreement.”.

Pindaan seksyen 4C

5. Seksyen 4C Akta ini dipinda—

(a) dengan menggantikan subperenggan (1)(c)(viii) dengan subperenggan yang berikut:

“(viii) the effective interest rate for terms charges;”
dan

(b) dalam subseksyen (1B)—

- (i) dengan menggantikan perkataan “base lending rate” dengan perkataan “reference rate”; dan
- (ii) dengan menggantikan perenggan (c) dengan perenggan yang berikut:

“(c) the effective interest rate for terms charges; and”.

Pindaan seksyen 4E

6. Seksyen 4E Akta ibu dipinda dengan menggantikan subseksyen (3) dengan subseksyen yang berikut:

“(3) For the purposes of subsection (1), registration certificate refers to the registration certificate issued under the Road Transport Act 1987 [Act 333].”.

Pindaan seksyen 5

7. Seksyen 5 Akta ibu dipinda dengan memasukkan selepas subseksyen (1A) yang dipotong subseksyen yang berikut:

“(1B) Where an owner intends to serve or cause to be served an electronic copy of the hire-purchase agreement under subsection (1) or an electronic copy of the hire-purchase agreement following a variation, the owner shall ensure that the hire-purchase agreement explicitly recognizes the use of electronic form and the service of such agreement by electronic means as effective service.

(1C) For the purposes of subsection (1B), the owner shall ensure that the hirer has consented in writing to the use of such electronic form and its effective service.”.

Pindaan seksyen 6A

8. Subseksyen 6A(2) Akta ibu dipinda dengan menggantikan perkataan “base lending rate” dengan perkataan “reference rate”.

Pindaan seksyen 6B

9. Seksyen 6B Akta ibu dipinda—

(a) dalam nota bahu, dengan menggantikan perkataan “**base lending rate**” dengan perkataan “**effective interest rate**”;

(b) dalam subseksyen (1)—

- (i) dengan menggantikan perkataan “base lending rate” dengan perkataan “effective interest rate”; dan
- (ii) dengan memasukkan selepas perkataan “the continuance of the agreement” perkataan “based on the prevailing reference rate”;

(c) dalam subseksyen (2), dengan menggantikan perkataan “base lending rate” dengan perkataan “effective interest rate”;

(d) dengan menggantikan subseksyen (3) dengan subseksyen yang berikut:

“(3) Where the owner has revised the effective interest rate, he shall serve a notice to the hirer fourteen days prior to the date the revised effective interest rate comes into effect specifying the following:

(a) the revised effective interest rate; and

(b) the revised amount of instalments or the revised number of instalments, as the case may be.”; dan

(e) dengan memasukkan selepas subseksyen (3) subseksyen yang berikut:

“(4) An owner who contravenes subsection (3) shall be guilty of an offence under this Act.”.

Pindaan seksyen 6c

10. Seksyen 6c Akta ibu dipinda—

(a) dalam nota bahu, dengan menggantikan perkataan “**base lending rate**” dengan perkataan “**effective interest rate**”; dan

- (b) dengan menggantikan perkataan “base lending rate” dengan perkataan “effective interest rate”.

Pindaan seksyen 14

11. Seksyen 14 Akta ibu dipinda—

- (a) dengan memotong subseksyen (2); dan
- (b) dengan memasukkan selepas subseksyen (3) subseksyen yang berikut:

“(4) For the purposes of this section, “net balance due” means—

(a) the outstanding amount financed; and

(b) terms charges accrued and calculated up to the next due date of payment or the day specified in the notice, whichever is later,

less any surrender value of a contract of insurance where—

- (i) the contract of insurance is taken to cover the amount financed;
- (ii) the premium for the contract of insurance is paid by the hirer in instalments to the owner; and
- (iii) the surrender value is received or will be received by the owner upon cancellation of such contract.”.

Pindaan seksyen 15

12. Subseksyen 15(6) Akta ibu dipinda dengan menggantikan perenggan (a) dengan perenggan yang berikut:

“(a) “balance outstanding under the hire-purchase agreement” means—

- (i) the outstanding amount financed; and

- (ii) terms charges accrued and calculated up to the next due date of payment or the day specified in the notice, whichever is later,

less any surrender value of a contract of insurance where—

- (A) the contract of insurance is taken to cover the amount financed;
- (B) the premium for the contract of insurance is paid by the hirer in instalments to the owner; and
- (C) the surrender value is received or will be received by the owner upon cancellation of such contract.”.

Pindaan seksyen 18

13. Seksyen 18 Akta itu dipinda—

- (a) dengan menggantikan perenggan (1)(b) dengan perenggan yang berikut:

“(b) the hirer may recover from the owner, the difference between the value of the goods and the balance outstanding under the hire-purchase agreement, if any, at the time of the owner so taking possession of the goods.”;

- (b) dengan menggantikan subseksyen (2) dengan subseksyen yang berikut:

“(2) Where the owner takes possession of any goods comprised in a hire-purchase agreement, the owner is not entitled to recover any sum, whether under a judgment, an order or otherwise, which exceeds the balance outstanding under the hire-purchase agreement.”;

- (c) dengan memotong perenggan (3)(a); dan

(d) dengan menggantikan perenggan (3)(aa) dengan perenggan yang berikut:

“(aa) the balance outstanding under the hire-purchase agreement is—

(i) the outstanding amount financed; and

(ii) terms charges accrued and calculated up to the time of the owner so taking possession of the goods,

less any surrender value of a contract of insurance where—

(A) the contract of insurance is taken to cover the amount financed;

(B) the premium for the contract of insurance is paid by the hirer in instalments to the owner; and

(C) the surrender value is received or will be received by the owner upon cancellation of such contract; and”.

Pindaan seksyen 43

14. Seksyen 43 Akta ibu dipinda—

(a) dengan memotong perkataan “or” di hujung perenggan (a);

(b) dengan menggantikan noktah di hujung perenggan (c) dengan perkataan “; or”; dan

(c) dengan memasukkan selepas perenggan (c) perenggan yang berikut:

“(d) by telegram, facsimile transmission or by any other electronic or other means of transmission which results in the notice or document being transmitted in writing.”.

Pindaan seksyen 45

15. Subseksyen 45(1) Akta ibu dipinda—

(a) dengan menggantikan perenggan (b) dengan perenggan yang berikut:

“(b) that is in a font size smaller than the type known as ten-point Times; or”; dan

(b) dengan menggantikan perenggan (c) dengan perenggan yang berikut:

“(c) that is not in black font.”.

Seksyen baharu 45A

16. Akta ibu dipinda dengan memasukkan selepas seksyen 45 seksyen yang berikut:

“Legal recognition of electronic message

45A. Nothing in this Act shall deny the legal effect, validity or enforceability of any notice or document made under this Act on the ground that it is wholly or partly in an electronic form provided that the requirements under laws which provide for legal recognition and use of electronic messages are complied with.”.

Pindaan seksyen 57A

17. Seksyen 57A Akta ibu dipinda dengan memasukkan selepas subseksyen (2) subseksyen yang berikut:

“(3) Notwithstanding subsection (2), for the purpose of calculating the net balance due under section 14, any amendments, variations, deletions or additions to the formula set out in the Sixth Schedule to the Act shall apply to any hire-purchase agreement entered into prior to such amendments, variations, deletions or additions provided that the hirer and owner have mutually agreed to such calculation.”.

Pindaan Jadual Kedua

18. Jadual Kedua kepada Akta ibu dipinda, dalam Bahagian I—

- (a) dalam subsubperenggan 4(a)(i), dengan menggantikan perkataan “Rate” dengan perkataan “Effective interest rate”;
- (b) dalam subsubperenggan 4(b)(i), dengan menggantikan perkataan “BLR” dengan perkataan “reference rate”;
- (c) dengan memotong perkataan “Annual Percentage Rate**” dan perkataan “RM.....” yang terdapat bersementaraan dengannya; dan
- (d) dalam ruang nota, dengan menggantikan perkataan “BLR” dengan perkataan “reference rate”.

Pindaan Jadual Kelima

19. Jadual Kelima kepada Akta ibu dipinda dengan menggantikan perenggan (b) dengan perenggan yang berikut:

“(b) if within twenty-one days, you give notice of intention to finalise the agreement and pay the balance due under the agreement and costs of the re-possession:

The owner’s estimate of the amount required to finalise the agreement is where in the hire-purchase agreement the terms charges are at a fixed or variable rate:

Total amount payable under the agreement	RM.....
<i>Less</i> deposit and instalments paid	RM.....
Balance due under agreement	RM.....
<i>Less</i> surrender value of the contract of insurance	RM.....
<i>Add</i> arrears of interest due on overdue interests	RM.....
<i>Add</i> costs of re-possession	RM.....
Storage, repair or maintenance	RM.....
Total	RM.....

”.

Penggantian Jadual Keenam

20. Akta ibu dipinda dengan menggantikan Jadual Keenam dengan jadual yang berikut:

“SIXTH SCHEDULE

[Section 30]

TERMS CHARGES

Where the terms charges are at a fixed or variable rate, the terms charges shall be calculated in accordance with the following formula:

$$C = \left(\frac{NPR}{100T \left(1 - \left[1 + \frac{R}{100T} \right]^{-N} \right)} \right) - P$$

Where

C represents the amount of terms charges expressed in ringgit and fractions of ringgit

R represents the terms charges calculated as an effective interest rate per centum per annum

T represents the number of scheduled payments per annum

N represents the total number of instalments for the hiring period

P represents the difference between the cash price of the goods comprised in the agreement and the amount of the deposit, together with—

(a) freight, if any;

(b) vehicle registration fees, if any; and

(c) insurance, if any,

expressed in ringgit and sen.”.

Pemotongan Jadual Ketujuh

21. Akta ibu dipinda dengan memotong Jadual Ketujuh.

Kecualian dan peralihan

22. (1) Apa-apa tindakan, penyiasatan atau prosiding bagi apa-apa kesalahan di bawah Akta ibu yang dilakukan sebelum tarikh permulaan kuat kuasa Akta ini hendaklah, selepas tarikh permulaan kuat kuasa Akta ini, diteruskan seolah-olah Akta ibu tidak dipinda oleh Akta ini.

(2) Apa-apa obligasi, liabiliti, penalti atau hukuman yang dikenakan, dibuat, terakru atau ditanggung di bawah Akta ibu pada tarikh permulaan kuat kuasa Akta ini hendaklah, selepas tarikh permulaan kuat kuasa Akta ini, terus berkuat kuasa dan mempunyai kesan seolah-olah Akta ibu tidak dipinda oleh Akta ini.

(3) Bagi maksud seksyen 14 Akta ibu, jika penyewa dan tuan punya telah memasuki suatu perjanjian sewa beli yang dibuat sebelum dan yang terus wujud selepas tarikh permulaan kuat kuasa Akta ini, penyewa dan tuan punya itu boleh secara bersama-sama bersetuju untuk memilih kaedah pengiraan baki bersih yang perlu dibayar di bawah perjanjian sewa beli itu mengikut Akta ibu sebagaimana yang dipinda oleh Akta ini.