

ESTATE ADMINISTRATION IN MALAYSIA: ANALYSIS OF THE HIRE-PURCHASE AGREEMENT TO THE DECEASED'S VEHICLE REPOSSESSION

Muhammad Amrullah¹, Anis A'fifah Zairin Zain^{1*},
Wan Noraini Mohd Salim¹

¹Ahmad Ibrahim Kulliyyah of Laws, International Islamic University Malaysia, Malaysia

*Correspondent Email: anisafifahzain@gmail.com

Abstract

This paper examines the challenges faced by beneficiaries in managing the estate of a deceased person, specifically in relation to vehicles under hire-purchase agreements. Many beneficiaries are unaware of the procedures outlined in the Malaysian Hire-Purchase Act 1967, which often results in vehicle repossession due to non-payment of installments. In some cases, beneficiaries are also burdened with settling the outstanding loan balance despite the repossession, exacerbating the emotional and financial strain on the deceased's family. This study focuses on the estate administration process, particularly the transfer of vehicle ownership and explores the legal provisions governing repossession when the hirer passes away during the agreement period. Adopting a qualitative methodology, this research draws upon statutory analysis, case law, academic literature, and seminar papers. The findings reveal that a lack of legal awareness and administrative delays are primary factors contributing to repossession, ultimately causing further financial hardship to the beneficiaries.

Keywords: Repossession; Hire-Purchase; Hirer; Estate Administration; Ownership.

Abstrak

Aset dan kewajiban milik almarhum tunduk pada administrasi warisan setelah kematiannya. Salah satu jenis aset yang sering dimiliki adalah kendaraan pribadi, seperti mobil atau sepeda motor, yang masih dalam masa pinjaman. Jika kendaraan tersebut berada di bawah perjanjian sewa-beli, maka Undang-Undang Sewa-Beli 1967 menjadi acuan hukum utama. Sering kali, para ahli waris tidak tahu cara menangani situasi ini, sehingga kendaraan almarhum disita oleh bank karena angsuran tidak dibayarkan. Dalam beberapa kasus, ahli waris harus melunasi sisa pinjaman meskipun kendaraan telah disita. Makalah ini bertujuan untuk menganalisis proses administrasi warisan terkait kendaraan dan transfer kepemilikan, serta prosedur penyitaan dalam Undang-Undang Sewa-Beli 1967 ketika penyewa meninggal dunia. Penelitian ini menggunakan pendekatan kualitatif dengan studi kepustakaan sebagai metode utama. Temuannya meliputi kurangnya kesadaran ahli waris tentang pengelolaan warisan dan keterlambatan administrasi sebagai faktor utama yang menyebabkan penyitaan kendaraan.

Kata Kunci: Penyitaan; Sewa-Beli; Penyewa; Administrasi Perumahan; Kepemilikan.

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INTRODUCTION

In estate administration, the management of a deceased's liabilities and assets forms a critical part of ensuring that the rights of beneficiaries are upheld while adhering to legal requirements as stipulated under the relevant inheritance laws. Among these assets, vehicles under hire-purchase agreements represent a certain challenge in administering such assets due to its unique nature of contract. In Malaysia, such agreements are governed by the Hire-Purchase Act 1967, which sets forth the obligations and rights of the parties involved, extending even beyond the life of the contract holder, namely the hirer. In hire-purchase, the death of a hirer does not nullify the ongoing financial responsibilities associated with the agreement, which can lead to significant complications in estate administration, particularly the potential repossession of the vehicle due to non-payment of installments.¹ This paper seeks to explore the management of hire-purchase agreements within the scope of estate administration, with a particular focus on scenarios where the deceased has left behind a vehicle with remaining loan under such an agreement. The primary objective is to analyse the procedural and legal aspects concerning the transfer of ownership and the repossession process, as stipulated by the Hire-Purchase Act 1967. The significance of this study lies in its potential to enhance understanding among beneficiaries on how to effectively manage such agreements, thereby mitigating the risk of undue financial burden and loss of the asset.

Through a qualitative research approach, this study will examine various legislative frameworks, judicial interpretations, and beneficiary experiences to propose a comprehensive analysis of the current practices and potential areas for reform. By delving into case laws, statutory requirements, and real-world applications, this paper aims to provide valuable insights into the complexities of hire-purchase agreements in the context of deceased estates, highlighting the need for increased awareness and possibly suggesting legislative improvements to better protect the interests of beneficiaries.

Hire-purchase agreements are pivotal in enabling individuals to acquire vehicles and other high-value items without immediate full payment. Central to the governance of these agreements in many jurisdictions, including the context of this paper, is the Hire-Purchase Act 1967. This Act delineates the rights and responsibilities of the hirer and the owner, particularly focusing on the conditions under which repossession can occur. However, the Act's provisions regarding the continuation of obligations after the hirer's death remain under-explored in the literature, presenting a gap that this paper seeks to address. emphasize the need for clearer guidelines to manage the transition of obligations to the estate or beneficiaries, who are often not adequately prepared to handle such financial and legal responsibilities.

The relationship between hire-purchase agreements and estate administration is rather intertwining, particularly when dealing with the obligations of a deceased hirer. In this context, parties including the creditors and regulators play pivotal roles in ensuring that the financial obligations under the hire-purchase agreement are addressed in a manner that upholds both the rights of the creditors and the interests of the beneficiaries. Creditors or owners in this context, as the parties to whom the outstanding loan is owed, are legally entitled to recover the remaining balance of the hire-purchase debt from the estate. Their primary concern is ensuring the repayment of the debt, which may involve repossession of the asset if the installments are not paid, irrespective of the hirer's death. This can create

¹Muhammad Amrullah Nasrul and Wan Noraini Mohd Salim, "Administration of a Muslim's Estate Under Section 17 of the Public Trust Corporation Act 1995 with Special Reference to Transfer of Vehicles," *IJUM Law Journal* 25, no. 1 (July 4, 2017): 17, <https://journals.iium.edu.my/iiumlj/index.php/iiumlj/article/view/305>.

tension between the creditors' right to reclaim their property and the beneficiaries' desire to retain the asset, adding complexity to the estate administration process. Regulators, on the other hand, must strike a balance between protecting the interests of creditors and safeguarding the rights of beneficiaries, ensuring that the provisions of the Hire-Purchase Act 1967 are applied fairly. However, the existing legal framework sometimes falls short in addressing the nuances of estate administration, especially when the hirer dies mid-contract. Issues that arise during this stage will normally involve the beneficiaries as the recipients from the deceased hirer's legacy.

Apart from the importance of identifying the parties, The intersection of hire-purchase agreements and estate administration presents complex challenges, especially when managing the deceased's liabilities. Among the main duties of the estate's executor is to prioritise the settlement of debts from the estate assets,² but specific guidance on hire-purchase debts is less clear. Beneficiaries often face significant hardships due to a lack of understanding of these obligations, which can lead to the repossession of assets critical to the estate. These studies suggest a critical need for improved educational resources for executors and beneficiaries, as well as potential legal reforms to protect the interests of all parties involved.

Empirically, studies focusing on the experiences of beneficiaries are sparse. One notable study used qualitative methods to explore how families deal with inherited debts from hire-purchase agreements. Findings indicate a widespread lack of awareness and understanding of their rights and obligations, which often leads to financial losses and emotional distress. This research aligns with calls for reform in how hire-purchase agreements are treated in estate administration, emphasizing the need for better support systems for bereaved families.

When an individual enters into a hire-purchase agreement, he often does not foresee the complexities that may arise from such a contract after his demise. The death of a hirer introduces significant legal and administrative challenges in the management of their estate, particularly when it comes to assets such as vehicles still under a hire-purchase agreement. Under the Hire-Purchase Act 1967, these agreements impose continuing obligations that do not necessarily cease upon the death of the hirer. This continuity can lead to severe repercussions for the estate and its beneficiaries, primarily through the risk of repossession of the vehicle by the financier due to non-payment of installments.

The central problem is that many beneficiaries lack the awareness or the necessary knowledge to handle these specific obligations effectively. This lack of understanding can result in the deceased's vehicle being repossessed, even as the remaining loan balance continues to burden the estate. Furthermore, the existing legislative and procedural frameworks may not provide clear guidance or sufficient protection to the beneficiaries in such scenarios. This gap in knowledge and protection leads to additional emotional and financial strain on the bereaved families, who must navigate the complex legal terrain of fulfilling the contractual obligations of hire-purchase agreements, often under the stress of recent loss. Additionally, the situation is compounded by procedural inefficiencies and the absence of targeted educational resources aimed at informing executors and beneficiaries of their rights and responsibilities under such agreements. The complexity of the legal language in the Hire-Purchase Act 1967 and related documentation can be a significant barrier. Therefore, there is a pressing need to scrutinize these procedures and possibly reform them to ensure that the estate administration process does not unduly disadvantage the heirs, financially or emotionally.

²Nor Azlina Mohd Noor and Ahmad Shamsul Abd Aziz, "Empowering Personal Representatives' Statutory Duties in Administration of Deceased's Estates," *Environment-Behaviour Proceedings Journal* 7, no. S111 (December 20, 2022): 15–20.

This study aims to critically analyze the procedures stipulated under the Hire-Purchase Act 1967 for the repossession of vehicles, specifically focusing on cases where the hirer passes away during the tenure of the agreement. By identifying the key issues and challenges faced by beneficiaries in managing these hire-purchase agreements post-mortem, this research seeks to contribute to the broader discourse on enhancing legal protections and administrative practices to better support grieving families and secure the financial stability of the deceased's estate.

METHOD

In designing the research methodology for the study of hire-purchase agreements in the context of estate administration, a qualitative approach has been selected due to its effectiveness in examining complex legal processes and interpreting detailed legal texts and decisions.³ This approach allows for an in-depth exploration of the nuances of legislative frameworks and their implications in real-world scenarios. By focusing on interpretative analysis, the methodology acknowledges the complexity of law as it intersects with human experiences, particularly in the sensitive context of estate management after a person's death. Data collection for this study is bifurcated into primary and secondary sources to ensure a comprehensive understanding of the subject. Primary sources include the examination of statutory provisions, notably the Hire-Purchase Act 1967, which is central to understanding the legal groundwork of hire-purchase agreements. Other statutes including but not limited to Probate and Administration Act 1959, Public Trust Corporation Act 1995, and Small Estate (Distribution) Act 1955 are being referred to in understanding the legal position of inheritance management.

Secondary sources will complement this foundation with a literature review that encompasses academic articles, textbooks, and seminar papers that discuss estate administration and hire-purchase agreements. These sources are invaluable for framing the current academic dialogue around these topics and identifying gaps in the existing research. Furthermore, news articles and case law reviews covering disputes involving hire-purchase vehicles will provide contemporary and relevant examples of how these issues affect individuals and families today, adding a layer of practical relevance to the study.

RESULT AND DISCUSSION

1. Overview of Estate Administration in Malaysia

In Malaysia, the administration of estates following the death of an individual is regulated under several key pieces of legislation, ensuring a systematic approach to the distribution of assets and settlement of debts. The primary laws include the Probate and Administration Act 1959, which outlines procedures for obtaining probate or letters of administration, crucial for handling both wills and intestate situations.⁴ Additionally, the Small Estates (Distribution) Act 1955 deals specifically with the administration of estates valued below RM5 million, simplifying processes to avoid the complexities of formal probate.⁵ The Distribution Act 1958 is also pivotal, specifying how assets are distributed in the absence of a will, emphasizing a structured distribution to family members based on defined shares.

³ Muannif Ridwan et al., "Approaches in Legal Research (A Introduction about Study Analysis Western Law and Islamic Law)," in *Proceedings of the 6th Batusangkar International Conference, BIC 2021, 11 - 12 October, 2021, Batusangkar-West Sumatra, Indonesia*, <http://eudl.eu/doi/10.4108/eai.11-10-2021.2319623>.

⁴ Siti Khadijah Abdullah Sanek et al., "Nomination and Its Legal Status Concerning Moveable Estates for Muslims and Non-Muslims in Malaysia," *Environment-Behaviour Proceedings Journal* 8, no. S113 (September 17, 2023): 51–56.

⁵ Based on amendment 2022 of the Small Estates Distribution Act 1955.

The administration of these laws is managed by several key bodies. The High Court of Malaya oversees the granting of probate and letters of administration for larger estates and handles related disputes.⁶ For smaller estates, the Department of Director General of Lands and Mines, in conjunction with local Land Offices, facilitates the administration under the Small Estates (Distribution) Act.⁷ Amanah Raya Berhad, a government-linked company, frequently acts as executor and administrator, particularly in more complex cases or when no executor has been appointed.⁸

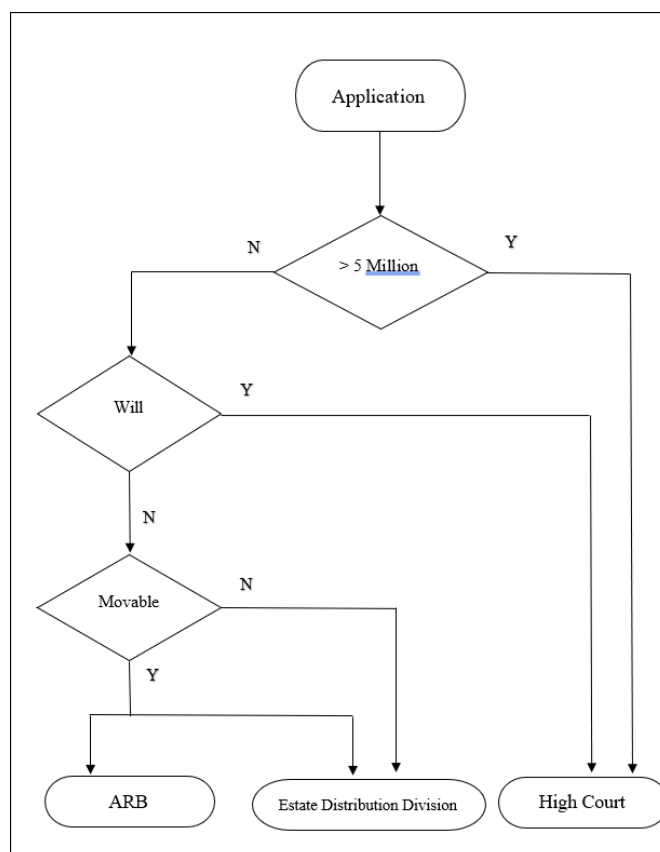


Figure 1. Current Jurisdiction of Administrative Bodies in Estate Administration

The process of estate administration itself is methodical and involves several critical stages. Initially, the type of estate must be determined to decide the administrative route either through formal court processes for larger estates or simpler procedures for small estates.⁹ Applications for the necessary grants of representation are then made, depending on whether the deceased had left a will. One of the most significant aspects of this process is the settlement of debts, including those arising from hire-

⁶ Azi Rahman and Rusni Hassan, "Issues and Challenges in Islamic Estate Planning in Malaysia:," in *Proceedings of the 7th ASEAN Universities International Conference on Islamic Finance* (Presented at the ASEAN Universities Conference on Islamic Finance, Ponorogo, Indonesia, 2019), 67–75.

⁷ Khairatun Hisan Idris Shazali et al., "The Roles and Functions of JKPTG: The Contribution of the Estate Distribution Section (BPP)," *International Journal of Academic Research in Economics and Management Sciences* 13, no. 3 (August 22, 2024): Pages 252-266.

⁸ Muhamad Zuhaili Saiman and Muhammad Danish Farhan Romeyze, "Unclaimed Money in Islamic Inheritance: A Case Study at Amanah Raya Berhad: Wang Tidak Dituntut Dalam Harta Pusaka Islam: Kajian Kes Di Amanah Raya Berhad," *Sains Insani* 9, no. 2 (November 30, 2024): 192–202.

⁹ Norhazlina Ibrahim, "A Systematic Literature Review of Islamic Inheritance in Malaysia," *Islamiyyat* 46, no. 1 (June 1, 2024): 113–131.

purchase agreements, which must be cleared before any distribution of assets.¹⁰ After settling debts, the remaining assets are distributed according to the deceased's will or, if absent, according to statutory rules of intestacy.¹¹ The process concludes with the formal closure of the estate, documented to confirm the proper administration. This comprehensive framework ensures that all financial obligations are met and that the deceased's assets are fairly distributed among the heirs. However, complexities can arise, particularly with obligations under hire-purchase agreements, which necessitate a nuanced understanding of both legal and procedural dimensions of estate administration in Malaysia.

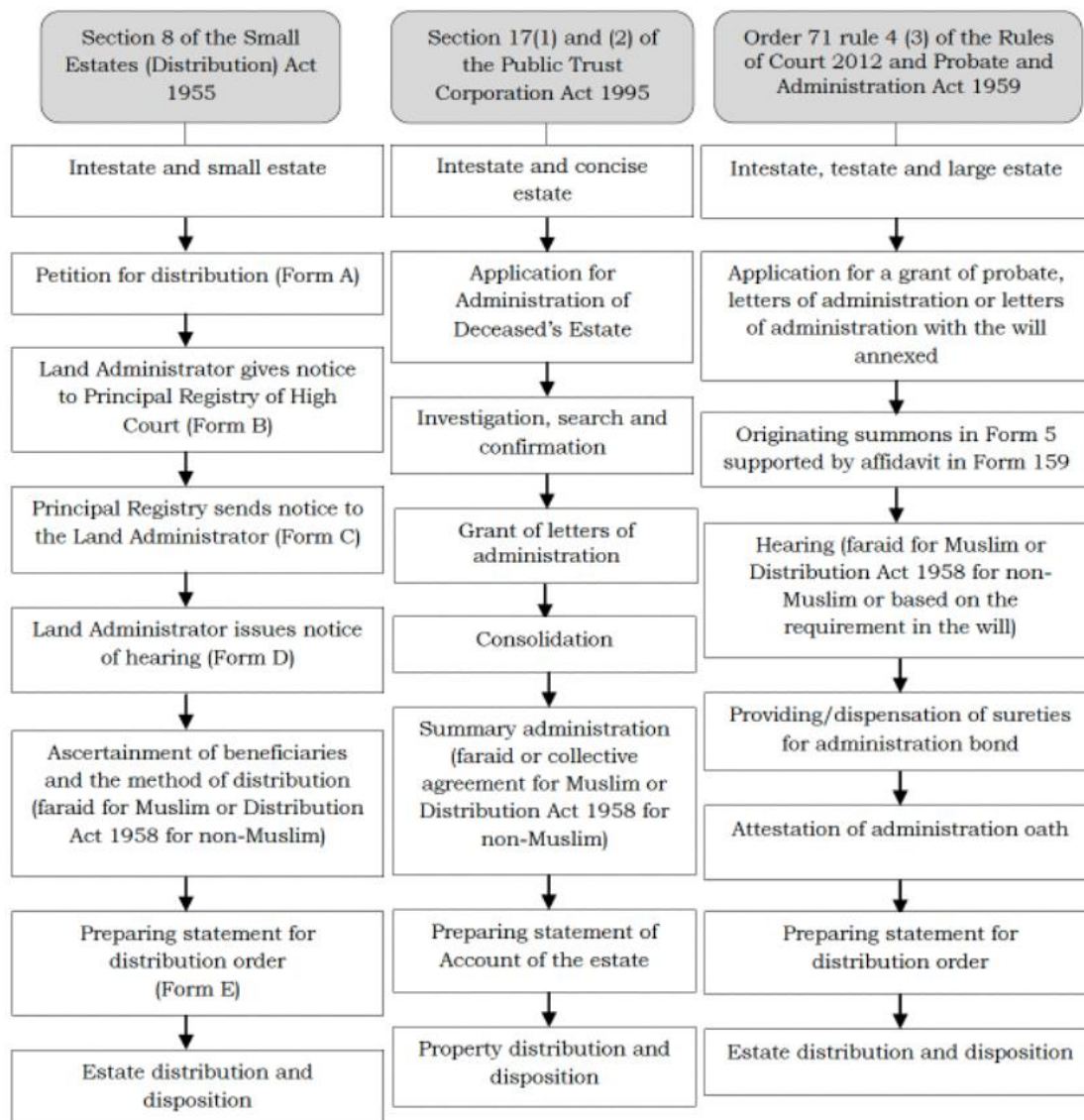


Figure 2. Procedure of Estate Administration in the Small Estate Distribution Division, Amanah Raya Berhad and Civil High Court¹²

¹⁰ Jannatul Aliesya Mohd Yusof and Muhamad Zuhaili Saiman, "The Level of Understanding on the Importance of Estate Management Among the Muslim Community in Selangor," *Journal of Contemporary Islamic Studies* 10, no. 2 (2024): 1–17.

¹¹ Suhaili Alma'amun, "Islamic Estate Planning: Malaysian Experience," *Kyoto Bulletin of Islamic Area Studies* 3, no. 2 (2010): 165–185.

¹² Fatin Afiqah Md Azmi, "A Review and Preliminary Evaluation of Malaysian Estates Distribution Process," *Jurnal Pentadbiran Tanah* 4, no. 1 (2014): 113–134.

2. Types of Assets Under Estate Administration

In Malaysia, estate administration encompasses a wide range of assets from real and personal property to financial and digital assets. Real property includes land and structures, which often represent significant value within an estate and may involve complex legal considerations. Personal property covers movable items like furniture and jewelry, where valuation can vary based on the item's worth and any instructions left in a will. Financial assets such as bank accounts, stocks, and retirement accounts are crucial for liquidating to cover debts and distribute to beneficiaries. Business interests require careful evaluation to handle the deceased's share, whereas life insurance and pensions provide financial support to beneficiaries even though they typically bypass the probate process.¹³ Digital assets, including online accounts and cryptocurrencies, present unique challenges in access and management, often necessitating specific estate planning measures.¹⁴

Vehicles under hire-purchase agreements represent a distinct category within estate administration. These vehicles are not fully owned by the deceased until all payments under the agreement are complete. If payments are outstanding at the time of death, the vehicle legally remains the property of the creditor, making it a complex issue for estate administration. The estate becomes liable for any outstanding balance, necessitating decisions about continuing payments to retain the vehicle or surrendering it. Beneficiaries may have the option

To take over the hire-purchase agreement, but this generally requires approval from the finance company and depends on the beneficiaries' creditworthiness. This arrangement highlights the intricate relationship between hire-purchase agreements and estate administration, emphasizing the need for careful planning and understanding of legal and financial responsibilities.

3. Duties of Personal Representatives in Estate Administration

In the intricate process of estate administration, the roles and responsibilities of personal representatives (executors or administrators) and beneficiaries are pivotal in ensuring the efficient and lawful distribution of the deceased's assets. Against the backdrop of inheritance laws and regulations, these parties undertake distinct duties aimed at safeguarding the estate's integrity and fulfilling the wishes of the deceased. This article delineates the duties of personal representatives and beneficiaries within the context of inheritance, focusing on their respective obligations and roles in navigating the complexities of estate administration.

Personal representatives are tasked with commencing the legal process of obtaining a grant of probate or letters of administration from the relevant authority.¹⁵ This entails preparing and submitting the necessary documentation to establish their authority to manage and distribute the estate. A fundamental duty of personal representatives is to compile an inventory of the deceased's assets and liabilities.¹⁶ This involves locating and appraising all properties, financial holdings, debts, and obligations to provide an accurate picture of the estate's worth. Additionally, personal representatives

¹³ Ibid.

¹⁴ Nur Syaedah Kamis and Norazlina Abd. Wahab, "Analysing the Loopholes on Estate Administration of Cryptocurrency in Malaysia: Shariah and Law Perspectives," *International Journal of Islamic Business* 7, no. 2 (December 31, 2022): 65–77.

¹⁵ Siti Asishah Hassan and Rusnadewi Abdul Rashid, "The Legal Rights and Duties of Administrations and Executors of Deceased Muslims' Property in Malaysia," *The Social Sciences* 9, no. 2 (2014): 98–101.

¹⁶ Akmal Hidayah Halim and Nor Azlina Mohd Noor, "Criminal Liability for Breach of Fiduciary Duty: A Case of Criminal Breach of Trust by the Personal Representative of the Deceased's Estate," *Pertanika Journal of Social Sciences & Humanities* 23, no. S (2015): 125–136.

are responsible for settling all outstanding debts and liabilities of the deceased using the estate's assets.¹⁷ This includes paying off creditors, taxes, funeral expenses, and any other legitimate claims against the estate.

During the administration period, personal representatives are entrusted with the prudent management of estate assets. This may involve maintaining properties, overseeing investments, and taking necessary steps to preserve the value of the estate until distribution. Upon settling debts and liabilities, personal representatives oversee the equitable distribution of remaining assets to the beneficiaries according to the terms of the will or intestacy laws.¹⁸ This duty requires diligence in adhering to legal requirements and ensuring fairness among beneficiaries. Furthermore, personal representatives are obligated to maintain accurate records of all transactions and activities related to estate administration.¹⁹ They must provide regular updates and final accounts to beneficiaries, demonstrating transparency and accountability in their management of the estate.

4. Administration of Estate concerning Vehicles under the Hire Purchase Act 1967

In the realm of estate administration, the management of assets acquired under hire-purchase agreements presents unique challenges. This complexity is especially pronounced in the context of vehicles, where the legal ownership does not transfer to the hirer until the completion of all payments stipulated in the hire-purchase contract. The legal framework governing such transactions is primarily laid out in the Hire-Purchase Act 1967 (Malaysia), which outlines the obligations and rights of the contracting parties. This Act plays a pivotal role when the hirer dies before fulfilling the terms of the agreement, thereby implicating the estate in terms of liability and decision-making regarding the future of the agreement.

a. Legal Ownership and Estate Liability

Under the Hire-Purchase Act 1967, the ownership of the item remains with the creditor until the final payment is made. Should the hirer die, the responsibility for any outstanding payments transfers to the estate²⁰. This situation is complicated by Section 27 of the Act, which allows the creditor to repossess the vehicle if payments are not maintained. This poses a significant challenge for estate administrators who must decide whether to continue with the payments using estate funds or surrender the vehicle back to the creditor, thus potentially losing all the payments previously made by the deceased.

b. Repossession Procedure under the Hire-Purchase Act 1967 concerning Inheritance

When the original hirer of a vehicle passes away, and the vehicle is under a hire-purchase agreement, the responsibility for the agreement transfers to the estate of the deceased. The procedure for repossession in cases of non-payment by the deceased's estate follows specific steps as stipulated by the Hire-Purchase Act 1967.

¹⁷ Akmal Hidayah Halim and Nor Azlina Mohd Noor, "Fiduciaries in the Administration of the Deceased's Estate: The Two Distinct Capacities of Personal Representatives and Trustees," *Legal Network Series* 37, no. 1 (2016): 1–17.

¹⁸ Nor Azlina Mohd Noor, Ahmad Shamsul Abd Aziz, and Nor Adila Mohd Noor, "Statutory Duties of Wasi in Administration of Estates in West Malaysia: Lesson to Be Learned from the East Malaysia.," in *International Muamalat Conference (I-MAC II)* (Terengganu, 2023).

¹⁹ Mohd Noor and Abd Aziz, "Empowering Personal Representatives' Statutory Duties in Administration of Deceased's Estates."

²⁰ Section 13 of the Hire-Purchase Act 1967

The initial step in the repossession process involves formal notification. The creditor, usually a financial institution, is required to send a notice of default to the estate's executor or administrator. This notice outlines the payment arrears and provides a specific period, typically 21 days, for these arrears to be settled.²¹ This period is crucial as it offers the estate an opportunity to address the payment default without losing the vehicle immediately. If the estate fails to clear the outstanding payments within the given time frame, the creditor is then entitled to proceed with repossession. However, the Act stipulates that repossession can only occur under certain conditions:

- 1) Possession Order: If two-thirds of the hire-purchase price has already been paid by the hirer, the creditor is required to obtain a court order before proceeding with repossession.²² This provision is designed to protect significant investments by the hirer (or the estate in this context), ensuring that repossession is legally justified and not prematurely enforced.
- 2) Voluntary Surrender: Alternatively, if the estate decides that maintaining the hire-purchase agreement is not feasible, it can voluntarily surrender the vehicle to the creditor. This decision must be carefully considered as it impacts the estate's liabilities and assets.
- 3) Post-repossession: The creditor must sell the vehicle at the best possible price,²³ which is often done through public auction.²⁴ This is as showcased in *Hong Leong Finance Berhad v Lee Cheng Heng T/A Lee Cheng Heng Earthworks & Anor* [1987] 2 MLJ 266, in which the hirers were allowed to mitigate their damages and allowed leave to defend themselves as the financial institution did not sufficiently rebut the allegation that the vehicle had been sold below the market price after repossession. The proceeds from the sale are used to cover the outstanding balance of the hire-purchase agreement. If there is any surplus, it is returned to the estate; however, if the sale does not cover the entire debt, the estate remains liable for the deficiency.

The legal implications of these steps are profound as they directly impact the financial management of the deceased's estate as seen in the case of *Re Naspu bin Daud; ex p Affin Bank Bhd* [2007] 5 MLJ 767, which illustrates the court's strict application of the statutory requirements laid out in the provision to preserve the hirer's rights. Beneficiaries need to be aware of the potential financial liabilities they might inherit and the options available to them under the law. Executors and administrators must handle these situations with an acute awareness of both the legal rights of the estate and the obligations towards creditors.

Understanding the specific clauses and requirements of the Hire-Purchase Act 1967, particularly about inheritance, is essential for managing these situations effectively. Legal advice is often necessary to navigate the complexities of repossession and to ensure that the rights of the deceased's estate and its beneficiaries are adequately protected. This detailed legal framework highlights the importance of clear communication, prompt action in managing defaults, and careful consideration of the financial strategies on inherited hire-purchase agreements.

²¹ Section 16(1) of the Hire-Purchase Act 1967

²² Section 16(1A) of the Hire-Purchase Act 1967

²³ Ahmad Masum and Hajah Mas Nooraini Haji Mohiddin, "Repossession of Goods by the Owner under the Malaysian Hire-Purchase Act 1967: An Overview," *Journal of Social Science and Humanities* 1, no. 1 (2018): 19–24.

²⁴ Section 18(4)(a) of the Hire-Purchase Act 1967

c. Effects of Repossession

The repossession of a vehicle under hire-purchase agreements in the context of estate administration significantly impacts the beneficiaries of the deceased. This section examines these effects, shedding light on the broader socio-economic and emotional consequences faced by the bereaved families. When a vehicle that is still under a hire-purchase agreement is repossessed following the death of the hirer, it often marks the beginning of a challenging period for the beneficiaries. Primarily, the immediate loss of the vehicle affects the beneficiaries' mobility and access to transportation. For many families, the vehicle is not just a luxury but a necessity, used for daily commuting, such as for work, school, or other essential activities. Losing such an asset can disrupt daily life, leading to logistical challenges and additional stress during an already difficult time.

Economically, the repercussions are equally severe. Even if the vehicle is repossessed, the estate of the deceased remains liable for any outstanding balance on the hire-purchase agreement. This liability means that the remaining debt continues to burden the estate, diminishing the overall value of the inheritance passed down to the beneficiaries. In many cases, this not only affects the immediate financial stability of the beneficiaries but also their long-term economic prospects, as the estate may have fewer assets to distribute after all debts have been settled.²⁵

Moreover, repossession can lead to significant financial losses for the estate. Payments made towards the purchase of the vehicle before the hirer's death are essentially lost, as the repossession does not absolve the estate of the debt incurred. This situation is particularly unjust when a considerable portion of the vehicle's cost has already been covered. It reduces the financial return on the investment made by the deceased, effectively penalizing the beneficiaries for the non-completion of payment due to unforeseen death.

The psychological impact on the beneficiaries cannot be overlooked. The repossession process often adds to the emotional distress experienced by the family. Dealing with the loss of a loved one is already a profound source of grief and having to navigate complex legal and financial issues concerning hire-purchase agreements can exacerbate the situation. The additional burden of seeing a tangible connection to the deceased, such as a family car, being taken away compounds the emotional turmoil. Legal and administrative challenges also arise. Beneficiaries may find themselves navigating complicated legal terrain to understand their rights and obligations under the hire-purchase agreement. This legal complexity is often daunting and can lead to mistakes in managing the estate, particularly if the beneficiaries are unaware of their rights to negotiate with creditors or challenge repossession actions that may not have been conducted according to the stipulated legal processes.

In summary, the repossession of a vehicle under a hire-purchase agreement following the death of the hirer places a significant burden on the beneficiaries. It affects them financially, emotionally, and administratively, often during a period when they are least equipped to handle additional challenges. Addressing these impacts requires careful consideration of the legal, financial, and emotional supports that can be provided to bereaved families to mitigate these negative outcomes. The development of more compassionate legislative frameworks and the provision of targeted educational and legal resources are critical steps toward lessening the burdens faced by beneficiaries in such circumstances.

²⁵ Anne Corden and Michael Hirst, "Financial Constituents of Family Bereavement," *Family Science* 4, no. 1 (October 2013): 59–65.

d. Options for Beneficiaries

Under the law, beneficiaries have the potential option to take over the hire-purchase agreement. This transition, however, is contingent upon the approval of the finance company, which typically involves assessing the creditworthiness of the beneficiaries. This option can be beneficial as it may allow the retention of the vehicle without the full immediate payout of the remaining balance. Beneficiaries must be fully aware of the financial commitment this entails and consider the overall liquidity of the estate to ensure that taking over such agreements does not unduly burden the estate's ability to settle other debts and distributions.

The management of vehicles under hire-purchase agreements in estate administration necessitates a thorough understanding of both the Hire-Purchase Act 1967 and the relevant case laws. Estate administrators and beneficiaries must navigate these legal waters carefully, making informed decisions that align with both the legal obligations and the best interests of the estate. This includes a comprehensive evaluation of the estate's ability to fulfill ongoing financial obligations while safeguarding the rights and inheritances of the beneficiaries.²⁶ Such diligence ensures that the handling of hire-purchase agreements in the wake of a hirer's death is both legally compliant and financially prudent.

5. Relevant Provisions under the Hire Purchase Act 1967

In understanding the intricacies of the Hire-Purchase Act 1967 of Malaysia, particularly as it pertains to the management of hire-purchase agreements after the death of the hirer, Sections 16 (1C) and 19 provide crucial insights. These provisions outline significant aspects of the responsibilities and rights concerning the repossession of goods, which can have profound implications on estate administration.

a. Section 16(1C): Restriction on Owner's Right to Repossess

Section 16(1C) introduces a significant limitation on the owner's right to repossess the goods under a hire-purchase agreement. This subsection stipulates that if two-thirds of the hire-purchase price has already been paid by the hirer, the owner cannot repossess the goods without first obtaining a court order. The implications of this provision are particularly salient in the context of estate administration. Upon the death of a hirer, if the estate is faced with a scenario where a substantial portion of the hire-purchase price has been paid, this section provides a protective measure against immediate repossession, allowing the estate more time to arrange for the settlement of the remaining dues or to decide on the course of action regarding the asset. In this case, the law stipulates that repossession cannot take place unless there have been four successive defaults of payments.²⁷ This protection can be crucial in preventing the financial loss of the estate, especially in safeguarding the interests of the beneficiaries.

b. Section 19: Hirer's Right to Reinstate Agreement

Section 19 of the Hire-Purchase Act 1967 affords the hirer the right to reinstate a terminated agreement if certain conditions are met. This section is particularly relevant when considering scenarios

²⁶ Norazlina Abd. Wahab et al., "Developing Best Practices of Islamic Estate Planning: A Construction Based on the Perspectives of Individuals and Estate Planning Providers," *ISRA International Journal of Islamic Finance* 13, no. 2 (September 30, 2021): 211–228.

²⁷ Hidayah Abdullah, "Good Faith, Fair-Dealing and Disclosure Requirements in Hire-Purchase Contracts in Malaysia: Islamic and Conventional Perspectives," *Journal of Islam in Asia* 6, no. 1 (September 2, 2009): 123–148.

where the hirer has defaulted but wishes to continue the agreement. According to this provision, a hirer who has previously defaulted but subsequently remedies the default by paying all overdue installments and any additional charges incurred due to the default (such as legal fees or repossession costs) can reinstate the agreement. The critical aspect here is the potential application to estate administrators or executors who might choose to reinstate a hire-purchase agreement for an asset of the deceased to prevent its repossession, thus retaining the asset within the estate for the benefit of the heirs.

In practice, these sections underscore the necessity for estate administrators or executors to be acutely aware of the status of all hire-purchase agreements that the deceased was involved in. Understanding whether the right to reinstate an agreement under Section 19 can be beneficial or determining if the threshold for mandatory court intervention under Section 16 (1C) has been reached is vital. This knowledge allows for informed decisions that can significantly affect the management and distribution of the estate's assets. Moreover, these provisions help in navigating the legal landscape to prevent potential financial strain on the estate due to the premature repossession of valuable assets. Overall, Sections 16(1C) and 19 of the Hire-Purchase Act 1967 are instrumental in providing a framework within which the rights and obligations of the deceased hirer's estate regarding hire-purchase agreements can be effectively managed. By allowing for the reinstatement of agreements and restricting unwarranted repossession, these sections play a pivotal role in ensuring that the interests of both the estate and the creditors are balanced and duly protected.

6. Roles of the Beneficiary Apart from Recipients of the Estate

Beneficiaries, on the other hand, are expected to cooperate with the personal representatives throughout the estate administration process. This includes providing necessary information, responding promptly to inquiries, and facilitating the smooth progress of proceedings. Beneficiaries have the right to be informed about their entitlements under the will or intestacy laws. It is incumbent upon them to familiarize themselves with their rights and seek clarification from their personal representatives or legal professionals if necessary.²⁸ Estate administration can be a protracted process, requiring beneficiaries to exercise patience and prudence in awaiting the final distribution of assets.

In the event of disagreements or disputes regarding the estate, beneficiaries are encouraged to seek amicable resolutions through mediation or legal channels. Contentious disputes can prolong the administration process and incur unnecessary expenses.²⁹ Beneficiaries must comply with any legal requirements or requests from personal representatives regarding the administration of the estate. This includes providing necessary documentation, executing releases or waivers, and adhering to timelines for distributions. Finally, beneficiaries should express gratitude to the personal representatives for their diligent efforts in managing the estate. Recognizing the challenges and responsibilities undertaken by personal representatives fosters a harmonious and respectful relationship throughout the administration process. In summary, the effective administration of an estate in inheritance necessitates the collaborative efforts of both personal representatives and beneficiaries. By adhering to their respective duties and responsibilities, these parties contribute to the orderly and equitable distribution of assets, honoring the wishes of the deceased and upholding the integrity of the estate. Through clear communication, cooperation, and adherence to legal requirements, personal representatives and

²⁸ Muhammad Amrullah Nasrul et al., "Administration of Estates in Malaysia: Jurisdiction and Misconception," *UUM Journal of Legal Studies* 8 (2017), <http://e-journal.uum.edu.my/index.php/uumjls/article/view/4649>.

²⁹ Nurul Athirah Badrul Hisham et al., "Alternative Dispute Resolution Method for Resolving Estate Distribution Conflicts," in *Environmental-Behaviour Proceedings Journal*, vol. 10(31), 2025, 259–264.

beneficiaries play crucial roles in navigating the complexities of estate administration with diligence and integrity.

7. Findings of Critical Aspects

The research findings underline several critical aspects of how the Hire-Purchase Act 1967 impacts the administration of deceased estates, particularly concerning vehicles under hire-purchase agreements. Key findings are summarized as follows:

a. Lack of Awareness and Delays in Administration

The primary issue observed is the significant lack of awareness among beneficiaries regarding their roles and responsibilities under the Hire-Purchase Act when managing the deceased's estate. Many beneficiaries are unaware of the legal and financial implications of hire-purchase agreements upon the death of the hirer.³⁰ This ignorance often leads to procedural delays, which exacerbate the risk of vehicle repossession by creditors due to non-payment of pending installments. The data suggest that these delays and the lack of proactive management are largely due to the beneficiaries' limited understanding of the estate administration process and their rights within it.³¹

b. Legal Challenges and Procedural Inefficiencies

The study found that existing legislative and procedural frameworks provide inadequate guidance for beneficiaries, which often results in vehicles being repossessed, despite the estate still being liable for the remaining balance of the hire-purchase agreement. This situation is complicated by the legal language of the Hire-Purchase Act, which many find inaccessible and challenging to interpret without legal assistance.

c. Emotional and Financial Strain on Families

The consequences of not effectively managing hire-purchase agreements in estate administration are severe, extending beyond financial loss to include significant emotional distress for the families involved. The repossession of a vehicle not only means the loss of a potentially crucial family asset but also adds to the emotional burden during an already difficult time of bereavement.

d. Potential for Legislative and Procedural Reforms

The findings from this study suggest a strong need for legislative reform to provide clearer guidelines and better protection for beneficiaries. Additionally, there is a pressing need for targeted educational resources aimed at both personal representatives and beneficiaries to improve their understanding of the complexities involved in managing hire-purchase agreements under estate administration.

Thus, the study underscores the complexity of hire-purchase agreements within the realm of estate administration and highlights the critical need for enhanced beneficiary education and legal reforms. By addressing these areas, it is possible to mitigate financial risks and emotional distress for bereaved families, ensuring that the deceased's estate is managed in a manner that honors their legacy while protecting the interests of their loved ones. These findings pave the way for further research into specific reform proposals and educational programs tailored to the needs of beneficiaries managing

³⁰ Syafini Muda et al., "Awareness of the Hire Purchase Law: A Case Study in Uitm Cawangan Terengganu," *Journal of Islamic, Social, Economics and Development* 9, no. 60 (2024): 134–142.

³¹ Mohamad Ali Roshidi Ahmad, "The Role of Legal Heirs to Resolve Unclaimed Properties in Malaysia," 2021, 298–306.

deceased estates under the Hire-Purchase Act 1967. This research contributes to the broader discourse on improving legal protections and administrative practices to better support grieving families and secure the financial stability of deceased estates, suggesting a pathway towards more compassionate and effective estate management practices.

8. Recommendations on Improving the Estate Administration

The research conducted on the implications of the Hire-Purchase Act 1967 on estate administration, particularly about vehicles under hire-purchase agreements, has led to several insightful recommendations. These suggestions aim to streamline the administration process and alleviate the burdens faced by beneficiaries, enhancing both legal protections and the overall efficiency of managing deceased estates. The first recommendation involves the enhancement of legislative frameworks to clarify the obligations and rights of beneficiaries under hire-purchase agreements. This study underscores the necessity for legislative amendments that specifically address the continuation of these agreements after the death of the hirer. Such amendments should include explicit guidelines on how executors and beneficiaries should proceed with outstanding payments and the options available to them, including the right to terminate the agreement under fair terms without incurring penalties that exacerbate the financial strain on the estate.

In addition to legislative reforms, there is a crucial need for the development and dissemination of targeted educational resources. The research highlights a pervasive lack of understanding among beneficiaries about their roles and responsibilities, which often leads to the mishandling of the deceased's assets and unnecessary financial losses. Creating comprehensive, accessible guides and workshops would significantly aid beneficiaries and executors in navigating the complexities of hire-purchase agreements within estate administration. These resources should be made available through community legal services, estate planners, and financial advisors who are often the first points of contact for families dealing with the estate of a deceased relative.

Furthermore, enhancing judicial guidance on the application of the Hire-Purchase Act in the context of deceased estates is recommended. While case law serves as a precedent, the variability in court decisions can lead to uncertainty among those handling estate administration. Establishing more consistent judicial guidelines would aid legal professionals and laypersons in interpreting the Act, ensuring that the rights and obligations of all parties are clearly understood and fairly enforced. The study also advocates for the introduction of specialized legal services to support families dealing with hire-purchase agreements in estate administration. These services could include legal clinics focused on estate and debt management, offering both advice and representation. By providing specialized support, families can make informed decisions about managing hire-purchase agreements, potentially preventing the repossession of important family assets such as vehicles.

Lastly, fostering partnerships between legal authorities, financial institutions, and consumer advocacy groups is essential. These partnerships could work toward ensuring that financial institutions adopt more compassionate practices in dealing with the estates of deceased clients, particularly in negotiating the terms of hire-purchase agreements. Advocacy groups can play a pivotal role in raising awareness and pushing for policy changes that protect consumers, especially in the vulnerable context of bereavement. Implementing these recommendations requires a collaborative effort among legislators, legal professionals, financial institutions, and community organizations. By addressing these areas, the administration of estates involving hire-purchase vehicles can be significantly improved, making the process more transparent, equitable, and less burdensome for grieving families. This holistic approach not only aids in fulfilling the financial obligations of deceased estates but also in preserving the dignity

and intentions of the deceased, ensuring that their beneficiaries are not unduly disadvantaged during an already challenging time.

CONCLUSION

In conclusion, this research elucidates the intricate dynamics of estate administration concerning hire-purchase agreements, underscoring the necessity for improved beneficiary awareness and legislative reforms. The findings illustrate a pressing need for educational resources that equip beneficiaries with adequate knowledge to manage hire-purchase agreements effectively, potentially averting financial and emotional hardships following the demise of the hirer. Moreover, the study advocates for legislative amendments that would provide clearer guidelines on the continuation of hire-purchase commitments post-mortem, ensuring that the interests of the deceased's estate and its beneficiaries are safeguarded. By addressing these challenges, the administration of deceased estates can be more compassionate and effectively managed, thereby honoring the legacy of the deceased and ensuring that their heirs are not unduly burdened. Future research should focus on developing specific legislative proposals and educational programs that cater to the unique needs of those managing deceased estates under the Hire-Purchase Act 1967.

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