INDUSTRIAL COURT OF MALAYSIA

CASE NO. : 3/4-1281/22

BETWEEN

MOHD KHAIRY BIN ZAINAL

AND

CHUANPLUS INDUSTRIES SDN. BHD.

AWARD NO. : 1566 OF 2025

BEFORE	: **YA DR. SALAHUDIN BIN DATO' HIDAYAT SHARIFF CHAIRMAN**
VENUE	: Industrial Court Malaysia, Kuala Lumpur.
DATE OF REFERENCE	: 08.08.2022.
DATE OF RECEIPT OF ORDER OF REFERENCE	: 08.08.2022.
DATES OF MENTION	: 05.09.2022, 27.06.2023.
DATES OF HEARING	: 15.07.2024, 16.07.2024.
REPRESENTATION	: Mr. Gomathy Balasupramaniam Messrs Ganeson Gomathy Fadzlin M. Nava & Co Counsel for the Claimant. Mr. Kevin Wu Khai Woon Ms. Tiffany Ding Yen Shuen Messrs Kevin Wu & Associates Counsel for the Company.

REFERENCE:

This is a reference dated 8 August 2022 made by the Director General of Industrial Relations pursuant to subsection 20(3) of the Industrial Relations Act 1967 [*Act 177*] arising out of the dismissal of **Mohd Khairy bin Zainal** ("the Claimant") by **Chuanplus Industries Sdn. Bhd.** ("the Company") on 26 October 2021.

AWARD

BRIEF FACTS

[1] The Claimant started work at the Company on 1 September 2020 as a Lorry Driver via a *Surat Tawaran Pekerjaan* which was undated. However, the Offer Letter did state that the commencement of employment was 1 September 2020. The Offer Letter also seems to be the employment contract because there were some terms and conditions in the letter.

[2] On 10 June 2021, the Company introduced a Personal Mobile Phone Policy and acknowledged by all employees including the Claimant. This is important because the crux of the issue relates to this issue.

[3] Then, in a letter dated 28 September 2021, the Claimant was issued a warning letter entitled *Amaran Kali Pertama*. The Claimant did not acknowledge receipt of the warning letter. The warning letter was for disciplinary offences against the Claimant. The Claimant sent a reply entitled *Surat tunjuk sebab kenapa Tindakan tidak boleh diambil* on 12 Oktober 2021.

[4] Further on 15 October 2021, the Claimant was issued a Show Cause Letter, regarding one issue, which was regarding a video that was claimed to be uploaded by the Claimant in his WhatsApp on 12 October 2021, purportedly around 10.20am recorded in the Company's premises, specifically contravening the policy introduced above. In the letter, the Claimant was required to reply on or before 20 October 2021 and that he was suspended until that date.

[5] Subsequently on 20 October 2021, the Company issued a letter informing the

Claimant that there would be a Domestic Inquiry ("DI") to be held on 22 October 2021 with regards to the issue of the WhatsApp posting. After the DI the Claimant was found guilty of the charges against him by the panel presiding in the DI.

[6] The DI was conducted on 22 October 2021 and after the charge was read the Claimant claimed he took the video from his friend's WhatsApp but not making the video. At the end of the DI proceedings, the Claimant was excused and the panellist's deliberated. The Claimant was found guilty, and the decision was termination. The Claimant refused to acknowledge receipt of the DI report on the grounds of the Company did not show or inform who received the video online.

[7] On 25 October 2021, the Company issued a Termination Letter informing the Claimant of the charges against him. The letter informed the claimant that his final day was 26 October 2021.

[8] The Court has gone through the evidence as given through testimony in Court and the documents and submission that have been filed. Those documents and submissions are listed for ease of reference as follows:

(i) Statement of Case dated 26 September 2022;
(ii) Statement in Reply dated 17 October 2022;
(iii) Rejoinder dated 7 November 2022;
(iv) Claimant's *Ikatan Dokumen* tendered on 15 July 2024 and marked as exhibit *CLB-1*;
(v) Company's Bundle of Documents filed on 15 July 2024 marked as exhibit *COB-1*;
(vi) *Penyata Saksi* Mohd Khairy bin Zainal signed on 16 July 2024 marked as exhibit *CLWS-1*;
(vii) Witness Statement of Chuan Yet Hau (Mason) signed on 15 July 2024 marked as exhibit *COWS-1*;
(viii) Witness Statement of Rosmerri Binti Md. Zin signed on 15 July 2024 marked as exhibit *COWS-2*;
(ix) Witness Statement of Syazliyana Binti Ahmad Jumali signed on 15 July 2024 marked as exhibit *COWS-3*;

(x) Witness Statement of Nurhayati Binti Abu Hanifah signed on 15 July 2024 marked as exhibit *COWS-4*;

(xi) Witness Statement of Kamal Bhusal signed on 15 July 2024 marked as exhibit *COWS-5*;

(xii) Company's Written Submission dated 29 October 2024;

(xiii) Company's Bundle of Authorities filed on 3 December 2024;

(xiv) Claimant's Written Submission dated 28 October 2024;

(xv) Claimant's Bundle of Authorities filed on 5 December 2024;

(xvi) Company's Written Submissions in Reply dated 18 November 2024;

(xvii) Company's Bundle of Authority filed on 3 December 2024;

(xviii) Company's Bundle of Authorities (2) filed on 3 December 2024; and

(xix) Claimant's Submission in Reply dated 18 November 2024.

THE DECISION

The Role of the Court, the Burden and Onus of Proof

[9] Before proceeding with the full award, the Court reiterates its stand regarding the role of the Court in a matter referred under subsection 20(3) Act 177 it reported cases of ***Badariah Abdullah lwn. Malaysia Airports (Sepang) Sdn Bhd [2023] 2 LNS 1546***, ***Nor Azlina Abd Rahim lwn. Jurukur Perunding Services Sdn Bhd [2023] MELRU 1728*** and ***Chong Jee Fatt v. Tee E & C (Malaysia) Sdn. Bhd. [2023] 3 ILR 204***. The Court refers to the oft-cited Supreme Court case of ***Wong Chee Hong v. Cathay Organisation Malaysia Sdn Bhd. [1988] 1 CLJ 45*** and ***Goon Kwee Phoy v J & P Coats (M) Bhd. [1981] 2 MLJ 129***. The accepted principles in those cases are clear and needs no further elaboration.

[10] It would not be prudent to repeat the same and as such, parties are welcome to view the said case for an explanation of the cases above. The Court's general duty is to determine whether there was a termination or dismissal, and that the termination or dismissal was just and fair. In this case the Claimant was clearly dismissed on the grounds of misconduct and a DI was conducted by the Company.

[11] Before venturing further into the Award, the Court would like to highlight first the issue of burden of proof for this case. This is important to ascertain whether the

parties have managed to prove their case to this Court.

[12] The Court refers to its previous case with regards the burden of proof as well as adducing evidence in the case. The case is ***Mohamad Suffian Ismail v. Seacera Group Berhad [2023] MELRU 2317*** whereby this Court refers to the Court of Appeal case of ***Telekom Malaysia Kawasan Utara v. Krishnan Kutty Sanguni Nair & Anor [2002] 3 CLJ 314*** and the case of ***International Times & Ors v. Leong Ho Yuen [1980] 1 MLJ 86.***

[13] Both the cases cited in the ***Mohamad Suffian*** case above are the standard and burden of proof required by the Court and will be used when scrutinising this case. It is important to emphasise these factors because the entire case is beholden to the evidence submitted, the burden and standard of the proof of the case of both parties.

[14] Based on the above, since this is a straightforward termination due to a misconduct of the Claimant, the burden of proof falls on the Company to prove that the termination was done with just cause. Since this is a civil case, the burden of proof is on a balance of probabilities.

[15] This case was heard together with the case of 3/4-1282/22 Mohd Razaly bin Abdul Razak vs Chuanplus Industries Sdn Bhd, where the facts are intertwined and revolves around the issue of the same video. It is clear to the Court that the video is a major issue for the Company. The Court did not refer to this case in the 3/4-1282/22 case because the finding of that case was quite straight forward. However, in this case, there may be some references to the other case.

The Termination

[16] This is a case of termination due to misconduct. Referring to the case law above the burden of proof is on the Company to prove that the Claimant had done the acts the Company claimed and subsequently if proven whether it warrants a termination. This was clearly enunciated in the Federal Court case of ***Milan Auto***

Sdn. Bhd. v. Wong Seh Yen [1995] 4 CLJ 449. It was held as follows:

> "**Held:**
>
> Per Mohd Azmi bin Kamaruddin FCJ (delivering the judgment of the Court):
>
> **[1] The function of the Industrial Court in dismissal cases on a reference under s. 20 is two-fold. It has to determine whether the misconduct complained of by the employer has been established, and secondly, whether the proven misconduct constitutes just cause or excuse for the dismissal**. Failure to determine these issues on the merits is a jurisdictional error that merits interference by the High Court by way of *certiorari*. Further, the Industrial Court would be acting in excess of jurisdiction if it changed the scope of reference by substituting its own reason, that is to say a reason not relied upon by the employer for the dismissal.".
>
> [Emphasis added]

[17] The main issue is the Claimant's actions is deemed a misconduct. The Claimant acknowledged the fact that he had forwarded the video but denied that he made the video. This is literally the reason stated in the Termination letter as submitted to the Court.

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Ruj. Kami : 2k-10/2021

Tarikh : 25/10/2021

MOHD KHAIRY BIN ZAINAL
NRIC : 850112-05-5569
LOT 12679, KAMPUNG KERING BATU 8,
71900 LABU,
NEGERI SEMBILAN

Tuan,

NOTIS PENAMATAN PERKHIDMATAN

Dengan merujuk kepada perkara di atas.

1. Berdasarkan Mesyuarat Siasatan Dalaman yang di jalankan pada 22/10/2021 @11.40 pagi (Jumaat), Encik Mohd Khairy Bin Zainal didapati bersalah di atas pertuduhan seperti di bawah;

   Pada 12/10/2021 jam 1.37pm, anda telah memuatnaik satu video - di status whatsapp (sosial media) yang dirakam didalam warehouse Chuanplus Industries Sdn. Bhd.

2. Mengambil kira tentang keseriusan kesalahan anda, pihak syarikat dan Panel telah memutuskan untuk menamatkan perkhidmatan anda tanpa notis atau bayaran sebagai ganti notis kerana tindakan salah laku anda.

3. Oleh itu saya mengesahkan keputusan bahawa penamatan perkhidmatan anda adalah muktamad dan hari terakhir perkhidmatan anda dengan Chuanplus Industries Sdn. Bhd. ialah 26 Oktober 2021.

Keputusan seperti ini tidak mudah, tetapi memandangkan keseriusan kesalahan anda , kami tidak ada alternatif lain. Kami doakan yang terbaik untuk anda di masa hadapan.

Sekian terima kasih

Yang menjalankan tugas,

CHUANPLUS INDUSTRIES SDN 186757-W

(ROSMERRI BT MD. ZIN)
Pengurus Sumber Manusia

[18] Both the Company and the Claimant had raised the fact there were other issues before the incident. In this case the Claimant had been given a Show Cause Letter seeking the reasons for his refusal to do other work requested by his supervisor and taking Company property and placed it in the room for the driver's rest area.

[19] The Claimant did reply but the Court notes that the the replies appeared more a denial instead a justification. The Claimant questioning who the supervisors were and that the job requested was out of his job scope. The Court rejected both off the Claimant's reasons because an employee, there are some instructions that should be abided too. The Claimant was a driver and when the Company sought the Claimant to drive something other than the lorry, then it should be within the scope.

[20] The next issue was the taking of Company property without permission. This, again, the Court rejects the Claimant's reasoning because no matter what the situation is that the usage or taking of the Company property should require the permission of the Company first.

[21] However, these issues were not raised in the DI or the Termination Letter, thence it merely shows that the Claimant had issues before the issues raised in this case for the Court to further consider. Furthermore, the Court is of the view that it cannot be used as a ground since it was not mentioned in the Termination Letter. This is in line with the Federal Court in the case of ***Maritime Intelligence Sdn Bhd V. Tan Ah Gek [2021] 4 ILR 417***. The Federal Court decided as follows:

> "**[51]** In summary, on this point, it is the statutorily prescribed function of the Industrial Court to examine, investigate the representations of the workman and then hand down an award under s. 20(3). **It is not the function of the Industrial Court to decide otherwise than prescribed by the Act. The Act implicitly prescribes an investigation into facts and events and reasons at the point and/or time of dismissal**. There is no provision in the Act for the industrial tribunal to embark on a far-ranging survey to ascertain whether given matters which the employer has discovered subsequently and not put to the workman, it is justified in dismissing the workman.".

> **[52]** A further point which lends weight to the construction above is that the jurisdiction of the Industrial Court is to ascertain whether the dismissal was or without just cause or excuse. It follows that the "just cause or excuse" giving rise to the dismissal, circumscribes the precise area that the Industrial Court is jurisdictionally allowed to examine.
>
> **[53] Any such "just cause or excuse" can only refer to the reason resonating in the employer's mind, prior to, or preceding the decision to dismiss**. Those words do not envisage the investigation or contemplation of matters or reasons that the employer discovers subsequently or which operate on the employer's mind post-dismissal.
>
> [Emphasis added]

[22] The ratio above is clear and needs no further explanation. The Court is bound to to refer to incidences before the termination. In the Court's view since the Termination Letter explicitly mentions the video incident and does not mention any other issue at all, means that the Company had accepted the Claimant's at that time.

[23] Since the misconduct proven was the uploading of the video which was against the Company's hand phone policy in the eyes of the DI the Company proceeded with the next course of action. The Company issues a Termination Letter stating the basis of the termination was the uploading of the video. The Court notes that the issue was not specifically uploading but more a forwarding the video. In this case, the Company claims that the Claimant had used the phone during the working hours which was prohibited.

The Misconduct

[24] The misconduct was uploading a video which was against Company policy. Clearly, this is not a misconduct that would generally be grounds of a dismissal by itself.

[25] However, the gravity of an offence differs based on the perspectives of the respective companies. The Court is generally hesitant to intervene on what is deemed to be a grave offence by a company, unless the Company's decision was

obviously unfair. The Court has usually made this determination during the remedy to be awarded to a claimant.

[26] Similarly, in this case the Court has noted that the gravity of the actual misconduct is rather small as compared to other issues related to discipline. However, in this case the Company had issued a specific policy note to enforce the control of the usage of hand phones.

[27] The Court and others outside of the Company can only speculate on the reason why the Company issued the policy. There must be a reason why the Company made that policy and requiring all staff to initial the acceptance of the said policy.

[28] However, the policy has been issued and the misconduct though trivial, is still a disciplinary misconduct which entitled the Company to take disciplinary action against the Claimant. The Claimant cannot say that he had no idea of the offence since the Company had the policy distributed among the staff. So, there was a misconduct of uploading the video which was actually a disciplinary misconduct because the Claimant had openly contradicted a Company policy.

[29] The Court ascertains that the misconduct was not merely an uploading of the video but actually a contradiction or contravention of a Company policy. However, on itself it should not be sufficient warrant a termination.

Consideration of Prior Issues

[30] The next issue is whether the termination was warranted based on the offence especially taking into consideration this Court's propensity for invoking the doctrine of proportionality. The Court finds it difficult to accept that one incident was sufficient for the termination. It was clear that the Company considered the Claimant's past incidents where the Claimant was issued one warning letter.

[31] The Claimant had argued that the prior incidences should not have been considered since they were addressed and resolved when the Claimant responded to the show cause letter. Whilst the argument may seem acceptable however, the prior warning was not only considered a one-off, but also considered a record of the

Claimant's previous conduct.

[32] The Company must have deemed the matter serious enough to issue the first warning letter. The fact that the warning letter was issued in the first place is an indication that the Company was not happy with the Claimant's and felt a need to record the Company's displeasure. It is a reprimand that the Company is watching the Claimant just in case the Claimant does any other misconduct in the future.

[33] Clearly, this shows that the Company is serious with regards to disciplinary issues as well as the Claimant's nonchalant attitude to such reprimands against him. The Court believes that the Company has every right to refer to the prior incidents, notwithstanding whether it was mentioned in the notice to show cause or for the letter calling for the DI.

[34] Based on all the above, it would seem that the Company has proven its case that there was misconduct. However, the Claimant had raised another issue which is the DI itself. The Court will now discuss the issue of the DI.

Domestic Inquiry

[35] The law on DI is trite and this Court has already briefly mentioned in its previous cases on the Court's position. One of those reported cases is the case of ***Mohamad Suffian bin Ismail v. Seacera Group Berhad [2023] MELRU 2317***. In that case this Court has referred to the Federal Court case of ***Wong Yuen Hock v. Syarikat Hong Leong Assurance Sdn Bhd & Anor [1995] 3 CLH 344*** and another case namely the case ***Hj Ali Hj Othman v. Telekom Malaysia Bhd [2003] 1 MELR 7***. Nonetheless, in this case the DI has its issues and it is not ideal as envisaged by the Court.

[36] The Court has given a brief account on how an ideal DI should be convened and executed in the ***Mohamad Suffian*** case above and the Court does not want to repeat it here. Most of the requirements in the ***Mohamad Suffian*** case have been met.

[37] There was notice informing the Claimant of the DI on what were the charges

preferred against him. However, the issues raised by the Claimant revolves mainly on the procedures and not how a DI should have been done. Among the issues raised by the Claimant are that the Claimant was denied his natural justice and that the DI was not done fairly.

[38] Firstly, the Court notes the ratio in the ***Wong Yuen Hock***'s case where it was held that even if there was a breach of natural justice or defective DI, it would be remedied through the Industrial Court hearing the case. The relevant paragraph states as follows:

> "**[4]** The defect in natural justice by the respondent could and ought to be cured by the inquiry in the Industrial Court. The Industrial Court is an independent quasi-judicial statutory body capable of reaching fair result by fair method. Despite the initial defect by the respondent in dismissing the appellant, **the hearing before the Industrial Court should be taken as sufficient opportunity for the appellant to being heard to satisfy natural justice and thereby rectify the omission to hold domestic inquiry**. There is no ground for the Industrial Court to complain that for it to inquire into the merits of the question of just cause and excuse would be grossly unfair.".
>
> [Emphasis added]

[39] The question before the Court is then whether the DI was done fairly and whether the Claimant was denied natural justice. Despite DI being a paramount factor in dismissal case, there is no hard and fast rule as this Court has mentioned in the ***Mohamad Suffian*** case. However, there are certain requirements that have to be fulfilled like having a fair panel.

[40] According to the Claimant, the DI was not fair because the prosecuting officer was leading the case and that the Chairman of the DI panel was her subordinate. Clearly not ideal, but before the Court passes judgment it should also be noted that the Company is not a huge company. It does not have the resources that may require the Company setting up of a purely neutral DI panel. Nevertheless, the Court is not ready to accept that the fact that the panel Chairman itself was part of the Company is enough to say that the DI was unfairly conducted.

[41] The Claimant also said that the panel was prejudiced since the panel was already against him. The DI minutes had clearly stated as follows:

> "*Tujuan minit mesyuarat siasatan dalaman:*
>
> *Untuk memberi peluang kepada En Khairy untuk menjawab tuduhan yang didapati bersalah.*
>
> *(pada 12/10/2021 jam 01.37pm anda telah memuat naik 1 video di status whatsapp (social media) yang dirakam di dalam warehouse chuanplus).*"

[42] The minute above does seem to indicate that the Claimant was deemed to be guilty by the panel at the beginning of the case. However, the entire minutes must be referred, and a few lines below the line after the minute above states as follows:

> *Pengerusi : Menerangkan kesalahan Tertuduh (pada 12/10/2021 jam 01.37pm anda telah memuat naik 1 video di status whatsapp (social media) yang dirakam di dalam warehouse chuanplus)*
> *Adakah En Khairy mengaku bersalah telah memuat naik video tersebut?*
> *Khairy : Mengaku salah memuat naik video tu memang saya memuat naik tapi video tu bukan dari saya. Kena tanya owner yang mula2 masukkan. Saya hanya mencopy Sahaja.*

[43] The above the charge is clear that and there was no misconception or hint of any prejudice by the DI panel. Although the minute was written that the Claimant was guilty, but the opening statement from the Chairman did not hint that there was pre-determined by the DI panel.

[44] Furthermore the Court also refers to the Letter calling for the DI where the charge was spelt out clearly.

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Makluman Siasatan Dalaman : Selepas Surat Tunjuk Sebab

Tarikh : 20/10/2021

MOHD KHAIRY BIN ZAINAL
NRIC : 850112-05-5569
LOT 12679, KAMPUNG KERING BATU 8,
71900 LABU,
NEGERI SEMBILAN

Dengan merujuk kepada penjelasan anda yang pihak kami terima pada 20/10/2021 @ 8.45pagi dan sebagai balasan kepada surat tunjuk sebab bertarikh 15/10/2021, Pihak pengurusan dengan ini memberikan notis makluman siasatan dalaman kepada anda.

Sehubungan dengan itu, pihak Jabatan Sumber Manusia telah memutuskan akan mengadakan Siasatan Dalaman mengenai tuduhan berikut terhadap anda.

1. Pada 12/10/2021 jam 1.37pm, anda telah memuatnaik satu video – di status whatsapp (sosial media) yang dirakam didalam warehouse Chuanplus Industries Sdn. Bhd.

Siasatan dalaman akan dilakukan di **BILIK MESYUARAT SYARIKAT** pada **22 OKTOBER 2021** jam 11.00 Pagi. Anda dengan ini diminta untuk hadir secara peribadi.

Pada siasatan ini, anda akan diberi peluang penuh untuk menjawab tuduhan yang dibuat terhadap anda dengan tidak hanya memeriksa balas saksi yang mungkin diajukan terhadap anda tetapi juga dengan memeriksa balas saksi anda sendiri (jika ada). Anda juga boleh membawa bukti dokumentari yang dapat membantu anda dalam pembelaan. Sementara menunggu keputusan siasatan, anda tidak dibenarkan hadir bekerja sehingga 26/10/2021.

Harap maklum bahawa jika anda tidak hadir, siasatan akan diteruskan tanpa kehadiran anda.

Selama tempoh penggantungan, anda tidak dibenarkan memasuki premis syarikat melainkan jika diminta untuk melakukannya atau dengan persetujuan bertulis terlebih dahulu dari syarikat.

Sekian,
Yang menjalankan tugas,

CHUANPLUS INDUSTRIES SDN. BHD. 186757-W

ROSMERRI BT MD. ZIN
Pengurus Sumber Manusia

[45] This Court views that despite the minutes seemingly prejudicial, this alone cannot be a determining factor to determine that the DI was unfair. In fact, at no stage had the Claimant objected or raised questions regarding these improper procedures.

[46] Nonetheless, the burden is on the Company to prove that the DI was done properly and fairly. The fact that there is no clear indication that the Claimant was informed of his rights during the DI is another indication that the DI was probably not according to acceptable norms.

[47] The Court views all of the above, and is of the view that it would probably be unsafe to refer to the DI as a fair DI and as such the Court will refer to other factors in this case. This is also in line with ***Wong Yuen Hock***'s case mentioned above.

Conclusion

[48] The Court takes all the above and concludes that, notwithstanding the fact that the DI was not ideal and not referred to by this Court in making this determination. The Claimant's actions indirectly admitting to the misconduct and the prior warning letter for other misconducts, shows to the Court that the Company was justified to terminate the Claimant despite the offence being rather trivial, from a lay person's point of view.

[49] Notwithstanding that the DI was not ideally executed, the Court had ruled that the DI was not included when the Court made its determination. There were other reasons for the Court determining that the Company's actions were justified. The Company did seek the Claimant's answers for the issues raised by the Company and the Claimant replied.

[50] The Company only took action after considering all the answers from the Claimant before making the decision to terminate. Clearly the Claimant's right of natural justice was exercised. However, the Court also took into consideration that the Claimant did not object to any of the Company's decisions before the termination. There was no evidence that he had even tried to ask whether there was any grievance mechanism for him to make any complaint.

[51] The Court cannot overlook the fact that there was no effort by the Claimant to seek redress before his termination. This inaction is tantamount to the Court believoing that the Claimant had no qualms about the decisions against him. Furthermore, the Court cannot accept the inaction by the Claimant and seemingly reward the inaction, because Act 177 being a social act, and allow the Claimant's case. This is not in accordance with subsection 30(4) Act 177 which states as follows:

> (4) In making its award in respect of a trade dispute, the Court shall have regard to the public interest, the financial implications and the effect of the award on the economy of the country, and on the industry concerned, and also to the probable effect in related or similar industries.

[52] It would not be in the public interest and the effect on similar industries if the Court allows claims for claimants have disciplinary issues and the Company trying to terminate by following the rules to the best of its abilities.

[53] Based on all the above, the Court believes that the Company's actions was with just cause and excuse. The Court also believes that the Claimant has not reasonably replied to the Company's case.

[54] Therefore, based on the principles in subsection 30(5), Act 177; namely equity, good conscience and substantial merits of the case without regard to technicalities and legal form and all the evidence adduced in this Court, this Court finds that the Company has proven on the balance of probabilities that the Claimant was dismissed with just cause or excuse.

HANDED DOWN AND DATED THIS 8TH OCTOBER 2025

~Signed~

(SALAHUDIN BIN DATO' HIDAYAT SHARIFF)
CHAIRMAN
INDUSTRIAL COURT OF MALAYSIA
KUALA LUMPUR