

Managing Employment Dismissals in Malaysia and England – A Legal Guide

(Pengurusan Pembuangan Kerja di Malaysia dan England – Satu Panduan Perundangan)

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ABSTRACT

This paper explains the essential steps that will be taken by the workman when he/she is dismissed. Subsequently, this paper highlights and explains pertinent matters that will be addressed in the Industrial Court. These include, among others, the burden of proof for dismissal cases in Industrial Court, the alternative remedies that can be offered to the claimant and the requirement of the mitigation of damages. A comparative analysis with England has been conducted to assess whether the current practice in managing employment dismissals in Malaysia is up to date and on par with international standards and expectations. The materials and data have been compiled from Malaysian and English legislations, case laws, journal articles, related official websites, and online databases. This paper is intended to benefit businesses or human resource managers, legal practitioners, law academics, law students, workmen, and employers.

Keywords: Employment dismissal; Malaysia; England; comparative analysis

ABSTRAK

Kajian ini menerangkan langkah-langkah penting yang harus diambil oleh pekerja apabila dia telah dibuang kerja. Selanjutnya, kajian ini menyerlahkan dan menerangkan perkara-perkara yang amat penting yang akan dibentangkan di dalam pembicaraan di Mahkamah Perusahaan. Perkara-perkara penting ini merangkumi, antara lain, beban bukti dalam kes pembuangan kerja di Mahkamah Perusahaan, remedi alternatif kepada Pihak Menuntut serta kewajipan untuk mengurangkan ganti rugi. Analisis perbandingan dengan England telah dijalankan untuk menilai sama ada amalan semasa dalam pengurusan pembuangan pekerjaan di Malaysia adalah terkini dan setaraf dengan piawaian dan jangkaan antarabangsa. Bahan dan data telah dikumpulkan dari undang-undang Malaysia dan England, kes undang-undang, artikel jurnal, laman web rasmi yang berkaitan dan pangkalan data atas talian. Kajian ini bertujuan untuk memberi manfaat kepada pengurus perniagaan atau sumber manusia, pengamal undang-undang, akademik undang-undang, pelajar undang-undang, pekerja, dan majikan.

Kata kunci: Pembuangan kerja; Malaysia; England; analisis perbandingan

INTRODUCTION

Employment dismissal can be classified into 2 basic categories: direct dismissal and constructive dismissal. Direct dismissal occurs when an employer decides to end the employment relationship by sending a formal letter of termination to the workman (Marcus 2016), whereas constructive dismissal occurs when a workman terminates his employment due to a breach of contract committed by his/her employer (Donovan & Shawn 2018). There must be a significant breach going to the root of the employment contract showing that the employer no longer wants to be bound by one of the essential terms of the contract (Donovan & Shawn 2018). This paper is a comparative analysis of managing employment dismissals in Malaysia and England.

In Malaysia, a settlement of an employment dismissal claim could involve four steps as follows (Department of Industrial Relations Malaysia 2016; Donovan & Shawn 2014):

1. Workman files a dismissal claim or representation at the Industrial Relations Department (IRD);

2. Parties in dispute, namely, dismissed workman and employer shall attend conciliation conducted by the IRD;
3. If conciliation has failed, the IRD will report the matter to the Ministry of Human Resources and the Minister will consider whether to refer the employment dismissal to the Industrial Court; and
4. If the Minister has decided to refer, the Industrial Court will hear the disputed matter and deliver a decision.

The Industrial Court's decision may be challenged by way of judicial Review and further Appeals at the ordinary civil courts i.e. High Court, Court of Appeal, and Federal Court (Department of Industrial Relations Malaysia 2016; Donovan & Shawn 2014).

Meanwhile in England, a settlement of an employment dismissal claim could involve five steps (Advisory, Conciliation, and Arbitration Service 2015):

1. prior to the workman filing an employment dismissal claim to the Employment Tribunal, he/she shall first notify the Advisory, Conciliation, and Arbitration Service (ACAS);

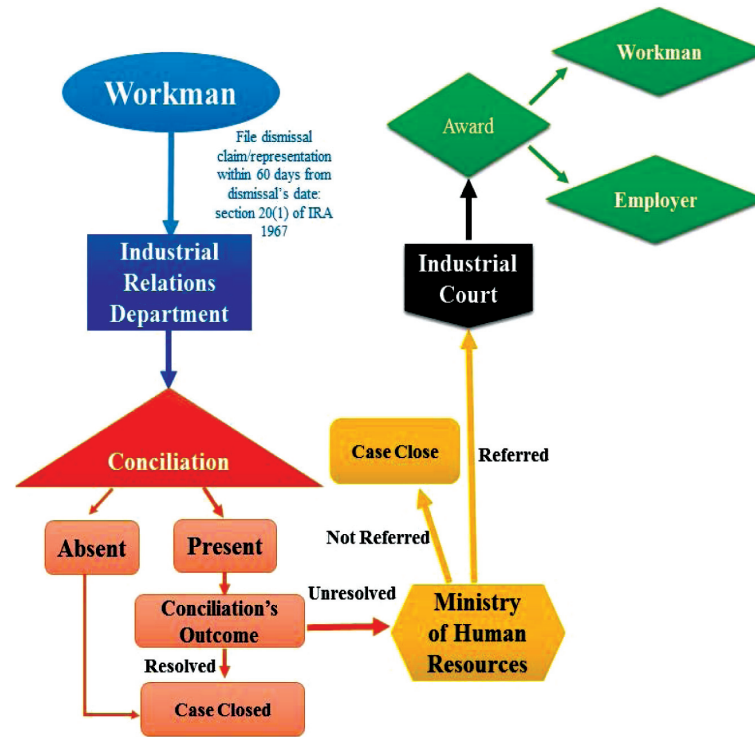


FIGURE 1. Process of managing employment dismissal claims in Malaysia

2. the parties in dispute i.e. dismissed workman and employer shall attend an early conciliation facilitated by ACAS;
3. if the ACAS's early conciliation failed to reconcile the parties, the dismissed workman may file a claim to the Employment Tribunal for a decision;
4. The Employment Tribunal will provide a decision; and
5. The Employment Tribunal's decision may be challenged by an appeal to the Employment Appeal Tribunal for a full and final decision.

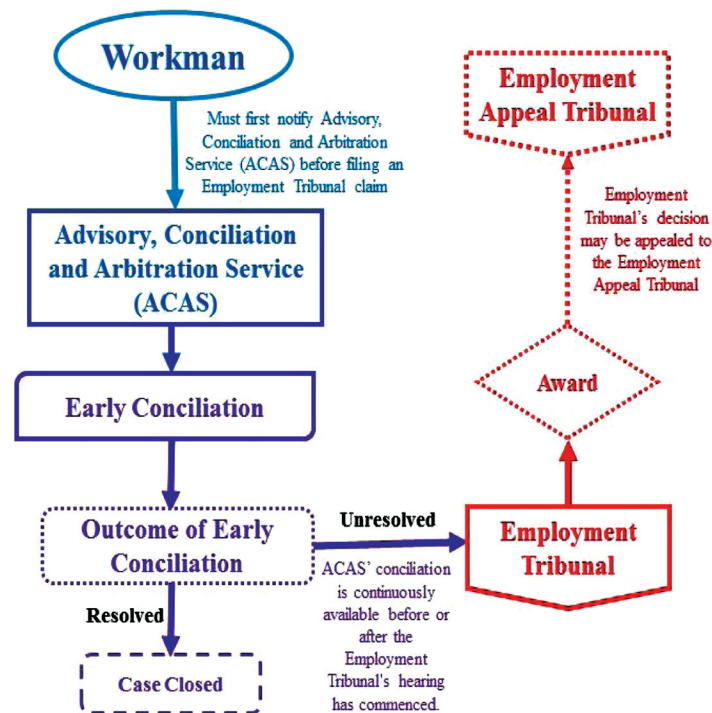


FIGURE 2. Process of managing employment dismissal claims in England

Although the steps of managing employment dismissals claims in both jurisdictions seem pretty straightforward, navigating through each of the steps mentioned earlier is tedious and complex as highlighted in the corresponding sections below.

FILING AN EMPLOYMENT DISMISSAL CLAIM

In Malaysia, under Section 20(1) of IRA 1967, if a workman is of the opinion that he/she has encountered an unfair dismissal, and if he/she desires to make a claim, he/she is required to file a representation to the Director General of Industrial Relations within 60 days of the dismissal. It is noteworthy that although the Malaysian Industrial Court is required to act according to equity, good conscience, and substantial merits of the case without regard to technicalities and legal forms, the 60 days limitation period is the requirement set by the law and cannot be abridged by invoking equity and good conscience (Anantaraman 1999).

Ashgar (2004: 22) states that the essential intention behind the 60 days limitation period is to prevent unnecessary delay and to ensure that unfairly dismissed workmen would sense the urgency to file their cases as soon as possible. The rule of 60 days limitation period is extremely strict that even a one-day delay is considered a fatality. In *Ladang Johor Labis and Plantation Des Terres Rouhes v Muniande Sennasamy* [1994] 1 ILR 399, the Industrial Court held that it had no jurisdiction to proceed with the hearing as the representation filed by the workman was at day 61 after the dismissal.

As such, it is significant for a workman to file the representation within the 60 days limitation period; otherwise, the Industrial Court will have no jurisdiction to hear the representation despite such a claim could have been valid and genuine.

In England, under Section 111 of Employment Rights Act 1996 (ERA 1996), where a workman feels that he/she has been unfairly dismissed, he/she must file a claim within 3 months from the date of dismissal.

However, in England, under Section 111(2) of ERA 1996, a workman who had not filed his/her grievance within 3 months from the effective date of termination will have to establish before the Industrial Tribunal that it was not reasonable and not practicable to file the grievance within that period (The Public Service Union, 2016). What constituted as 'not reasonable and not practicable' under Section 111(2)(b) of the ERA 1996 was a question of fact pursuant to the case of *Wall's Meat Co Ltd v Khan* [1979] ICR 52. In this case, Shaw LJ and Brandon LJ concurred that:

A claimant will show that it was not reasonably practicable for him to present his claim in time if he shows that there was some physical impediment that prevented him from doing so, for example if he was incapacitated through injury or illness or unavoidably absent abroad or if there was a postal strike.

Since Malaysia is highly stringent towards compliance to the limitation period of filing the representation,

a dismissed workman may suffer injustice if he/she has valid and genuine reason for failing to file his/her representation within the limitation period of 60 days. It is essential for the legal system to be reasonably flexible, especially in dealing with an employment dismissal which concerns a person's livelihood. Hence, Malaysia may need to consider mirroring England's approach, where a dismissed workman is allowed to explain with reasonable justification as to why he/she could not file the representation within the limitation period and that the limitation period of 60 days be extended to 3 months as practiced in England.

CONCILIATION PROCEEDINGS AFTER FILING OF DISMISSAL CLAIM

In Malaysia, The Industrial Relations Department (IRD) will assign an Officer for each representation/claim that has been made. The Officer's responsibility is to call both parties, i.e. the claimant or the dismissed employee and the employer, to conduct conciliation proceedings to try and resolve the matter amicably (Department of Industrial Relations Malaysia 2016). There is no time period set by IRD to resolve the matter once the complaint has been lodged (Anwarul & Nik Ahmad Kamal 2002).

In any case, the conciliation proceedings are encouraged to be completed as soon as possible. If the matter can be solved amicably, it is then closed. If the matter cannot be solved, then it is referred to the Minister of the Human Resource Ministry. Conciliation Proceedings do not begin until the representation for unfair dismissal has officially been made to the IRD (Anwarul & Nik Ahmad Kamal 2002).

In England, under Section 7 of the Enterprise and Regulatory Reform Act 2013, read in conjunction with Section 18A of Employment Tribunals Act 1996, before an unfair dismissal case is being brought into the Employment Tribunal, it is compulsory for the dismissed workman and employer to attend an early conciliation facilitated by the ACAS (Advisory, Conciliation, and Arbitration Service 2015). During the early conciliation, the 'clock' of the limitation period to file an unfair dismissal claim at the Employment Tribunal is paused until the early conciliation has ended (Advisory, Conciliation, and Arbitration Service 2015). The removal of the time limit by ACAS improves the opportunity for the parties in dispute to reach a settlement. In addition, ACAS' conciliation is continuously available before or after Employment Tribunal hearing commences (Advisory, Conciliation, and Arbitration Service 2015).

According to the ACAS' report in 2015, early conciliation managed to resolve 63% of dismissal disputes, where the parties in dispute did not proceed to battle in the Employment Tribunal; 15% were formal settlements and 22% proceeded to the Employment Tribunal (Advisory, Conciliation, and Arbitration Service 2015). Since ACAS still provides conciliation after the Employment Tribunal has commenced hearing, it had successfully resolved more than half of the 22% of dismissal cases that had proceeded

to the Employment Tribunal (Advisory, Conciliation, and Arbitration Service 2015).

Also, based on the latest report by ACAS as of March 2017, amongst 16,808 dismissal disputes that may be progressed to the Employment Tribunal, 6,969 cases (42%) were successfully resolved by ACAS' conciliation (Advisory, Conciliation, and Arbitration Service 2017).

The authors propose that England's approach could be extended to Malaysia, where IRD continues to provide conciliation to the parties though proceedings at the Industrial Court have already commenced.

IN COURT

In Malaysia, once conciliation proceedings are done and no resolution is to be found at the IRD, then the matter may be transferred over to the Industrial Court of Malaysia for adjudication upon reference by the Minister of Human Resource. Upon the decision by the Industrial Court, if any party is not satisfied with the decision, the party may seek judicial review under Order 53 of the Rules of Court 2012 and thereafter appeal to the Court of Appeal and finally to the Federal Court (Guru 2012; Yaw 2011).

Only lawyers are allowed to represent the parties at the ordinary civil courts, whereas for dismissal proceedings in the Industrial Court, the persons other than lawyers may represent parties as pursuant to Section 27(1) of IRA 1967 (Industrial Court of Malaysia 2016). The parties in dismissal proceedings may be represented by an officer or employee of the employers' trade union or workman's trade union. In Malaysia, the employers' trade union is the Malaysian Employers Federation (MEF) and the workman's trade union is such as the Malaysian Trades Union Congress (MTUC) (Industrial Court of Malaysia 2016).

In England, if the conciliation proceedings at ACAS are not fruitful, an application is made to the Employment Tribunal for the matter to be heard. Dismissed workman may present his/her case in person or he/she may be represented by a lawyer, a trade union officer, a friend, or a family member. Upon the decision by the Employment Tribunal, any party may appeal to the Employment Appeal Tribunal if they are not satisfied with the Employment Tribunal's decision (Advisory, Conciliation, and Arbitration Service 2015).

Locally, the parties are somewhat referred to with different terms than those of the England civil courts'. In the England civil courts, the parties are referred to as 'Plaintiff' and 'Defendant,' whereas in the Industrial Court of Malaysia, they are referred to as 'Claimant' and 'Company'.

BURDEN OF PROOF IN COURT PROCEEDINGS

In Malaysia, in the case of *Stamford Executive Centre v Paun Dharsini Ganesan* [1986] 1 ILR 101, the Industrial Court held that it is the employer, not the workman,

who has the onus to prove that the workman had indeed committed the alleged action(s) that led to the dismissal. The court further stated that it is the fundamental principle of industrial jurisprudence that the employer must prove one's case in outright dismissal cases, thus it is totally unacceptable for the employer to plead ignorance to this principle. The recent case of *Azree Ahmad v Caravan Serai Sdn Bhd* [2017] 2 ILR 149, has upheld the principle established in *Stamford Executive Centre v Paun Dharsini Ganesan* [1986] 1 ILR 101.

In England, Section 98(1) of ERA 1996 provides that the employer in a dismissal case is required to show valid reason(s) to justify the dismissal. In *Adams v Derby City Council* [1986] IRLR 163, the Employment Appeal Tribunal emphasised that the employer has the burden to prove the reason of dismissal and if the employer is unable to discharge such a burden, then it is automatically an unfair dismissal.

Therefore, in both jurisdictions, the burden of proof is vested upon the employer, who must establish on the balance of probabilities that the dismissal is truly justified in accordance with the rule of law (Jashpal 2016).

In contrast, for constructive dismissals, the burden of proof shifts to the workman (Anantaraman, 1999). In Malaysia, the High Court in *Govindasamy Munusamy v Industrial Court Malaysia & Anor* [2007] 10 CLJ 266, highlighted that if a workman desires to succeed in a constructive dismissal claim, the workman has the burden to prove the following:

- i. The employer, by its conduct, has breached any essential term of the employment contract;
- ii. It is a fundamental breach that goes to the root or foundation of the contract;
- iii. The workman has given the employer sufficient time to remedy the breach;
- iv. If the employer does not remedy the breach within the sufficient time given, the workman can terminate the employment contract by reason of the employer's conduct and the conduct is sufficiently serious to entitle the workman to leave at once; and
- v. The workman, in asserting his/her right to treat oneself as discharged from the employment contract, left soon after the breach.

In England, in the landmark case of *Western Excavating (ECC) Ltd v Sharp* [1978] 1 All ER 713, Lord Denning M.R. laid down a 'contract test' whereby the workman shall satisfy in order to prove that he was constructively dismissed by the employer. The 'contract test' is as follows:

- i. If the employer is guilty of the conduct, which is a significant breach going to the root of the employment contract, or which reveals that the employer is no longer intended to be bound by any essential terms of the contract, then the workman has a right to discharge oneself from any further performance of the employment contract;

- ii. If the workman discharge oneself from any further performance the employment contract, he/she terminates the employment contract due to the employer's conduct, then the workman is constructively dismissed;
- iii. The workman can leave immediately without giving any notice at all, or he/she may give notice and leave at the end of the notice;
- iv. The workman shall make up one's mind soon after the employer's conduct and if the workman does not leave within the reasonable time, he/she will lose one's right to be discharged from the employment contract and he/she will be regarded as decided to affirm the varied employment contract.

REMEDIES FOR UNFAIR DISMISSALS

In Malaysia, pursuant to Section 20(3) of IRA 1967, the Industrial Court will commence an inquiry when an alleged unfair dismissal is referred to it in order to determine whether that dismissal was conducted with a just cause or excuse (Anantaraman 1999). If the Industrial Court concludes that there was an unfair dismissal, it would go on to consider the array of appropriate remedies. In essence, the remedy that is claimed in the prayer is reinstatement (Ashgar 2004). Nonetheless, in reality, this remedy is not granted in most cases as the employer is reluctant to reacquire an employee that has parted ways in acrimonious terms. What could be afforded instead is monetary compensation.

The assessment of monetary compensation is at the Industrial Court's discretion (Heng 1999). The Industrial Court, with equity and good conscience, determines the amount of monetary compensation based on the facts and circumstances of the particular case (Heng 1999). The monetary compensation shall comprise of back wages and compensation in lieu of reinstatement (Mohd Akram, Ashgar & Farheen 2016). The intention of back wages is to compensate the workman for the money lost due to dismissal, placing the workman back to the position that he/she was not dismissed (Mohd Akram et al. 2016). Back wages cover the period from the dismissal date until the last date of hearing in the Industrial Court (Mohd Akram et al. 2016). Compensation in lieu of reinstatement is granted at the rate of one month's salary for each completed year of employment and the Industrial Court, in assessing the quantum for compensation in lieu of reinstatement will depend on two matters: workman's number of completed year(s) of employment and workman's last drawn monthly salary (Mohd Akram et al. 2016).

For the purpose of standardisation and consistency in the assessment of monetary compensation, Fong Seng Yee, former President of the Industrial Court in 1987 had issued a practice directive, which was subsequently implemented in 2007 into Section 30(6A) of IRA 1967 (Mohd Akram et al. 2016). Section 30(6A) of IRA 1967 stipulates that, in granting monetary compensation for dismissal, the Industrial Court shall take into account

the factors as stated in the Second Schedule of IRA 1967. These factors are as follows:

- i. Back wages, if granted to a confirmed workman, shall not exceed 24 months from the dismissal date based on the last drawn salary of the workman;
- ii. Back wages, if granted to a probationer, shall not exceed 12 months from the dismissal date based on the last drawn salary;
- iii. If the workman, after the dismissal, had secured a new employment with earnings, then a percentage of such earnings shall be deducted from the back wages granted;
- iv. The total amount of monetary compensation granted shall not include any compensation for loss of future earnings; and
- v. The total amount of monetary compensation granted shall be deducted if the workman has contributed to the dismissal.

In England, Section 118 of ERA 1996 empowers the Employment Tribunal to grant compensation to a workman who was dismissed unlawfully and the compensation shall consist of a basic award and a compensatory award (Louisa 2013). In granting a basic award, Section 119 of ERA 1996 stipulates that the Employment Tribunal shall take into account the length of the workman's continuous employment up to the effective date of termination, the number of year(s) that the workman had worked for his employer, and the 'appropriate amount' for each of those complete years that the workman had worked (Citizens Advice 2013). Section 120(1) of ERA 1996 fixed the amount of basic award should not be less than £ 5,853.

Section 119(2) of ERA 1996 laid down the calculation of the 'appropriate amount' for each of those complete years that the workman had worked (Citizens Advice 2013):

- i. If the workman was not below the age of 41, he/she will get 1.5 weeks' pay for each complete year of employment;
- ii. If the workman was above the age of 22, he/she will get 1 week's pay for each complete year of employment; and
- iii. If the workman was below the age of 22, he/she will get a half-week's pay for each complete year of employment.

However, Section 119(2) of ERA 1996 also provides that the 'complete year of employment' as mentioned above can only be up to 20 years. Hence, if a workman had worked for the employer for more than 20 years before dismissal, e.g. 22 years, the Employment Tribunal is allowed to take into account only 20 years as the 'complete year of employment' for calculation of the basic award (Citizens Advice 2013).

Under Section 122 of ERA 1996, the Employment Tribunal is empowered to deduct the total amount of the basic award to an extent that it considers just and equitable, if it finds that the workman had (Citizens Advice 2013):

- i. Unreasonably declined the employer's offer, which, if accepted, the workman would have been reinstated as if there had been no dismissal; or
- ii. Contributed to his/her dismissal; or
- iii. Received statutory redundancy pay.

For compensatory award, Section 123 of ERA 1996 specifies that the Employment Tribunal, in granting such an award, shall look into the matters as follows (Citizens Advice 2013):

- i. Determine how much the workman had lost due to the dismissal.
- ii. If the workman has not engaged in new employment, and evidence is required to prove that the workman is finding new employment to limit monetary loss.
- iii. An amount of loss of statutory right may be awarded, for it takes two years of employment for the workman to acquire the right to claim unfair dismissal – in England; the workman is not qualified to initiate a claim for unfair dismissal unless he/she has been continuously employed for at least 2 years before the dismissal in pursuant to Section 108(1) of ERA 1996. There are exceptions to the 2 years qualifying period i.e. if the employer dismissed the workman with an automatic unfair reason such as pregnancy, including maternity leave; family matters, including paternity leave; adoption leave; joining or not joining a trade union; discrimination; whistle blowing; etc.
- iv. Deduction of the compensation amount in pursuant to Section 122 of ERA 1996;
- v. Increase of the compensation amount if the employer omitted the proper procedure for dismissal or no written statement of the employment terms;
- vi. Determine whether total compensation award is below the maximum cap amount i.e. £ 80,541 and 52 multiplied by a week's pay of the dismissed workman as fixed by Section 124(1ZA)(a) of ERA 1996; and
- vii. Deduction of the total compensation amount due to the welfare benefits received by the workman since the workman had lost his/her employment.

As demonstrated above, England has a highly technical and complex mechanism in assessing the amount of compensation for the dismissed workman when compared to Malaysia. The authors would like to commend Malaysia's approach in calculating compensation, satisfying the notion that Malaysia's approach is fair and just.

MITIGATION OF DAMAGES

In Malaysia, as mentioned earlier, the Industrial Court is required to reduce the amount of monetary compensation if the workman has secured a new employment elsewhere with earnings after the dismissal, according to Section 30(6A) and second schedule of IRA 1967.

In *Dr James Alfred (Sabah) v Koperasi Serbaguna Sanya Bhd (Sabah) & Anor* [2001] 3 CLJ 541, the Federal Court held that although the Industrial Court has the

power to determine the amount of back wages, such a power is not unfettered and must be exercised according to equity and good conscience, pursuant to Section 30(5) of IRA 1967. Hence, in assessing the quantum of back wages, the Industrial Court shall take into account of the fact which was proven by evidence that the workman had secured a new employment after his/her dismissal. Failure to consider this matter amounts to an error of law and thus, the back wages granted are flawed (Mohd Akram et al. 2016).

Furthermore, in *DTS Trading Sdn Bhd v Wong Weng Kit* [2008] 1 ILR 548 the Industrial Court held that:

“In a society such as ours, where a person would invariably have to work in order to sustain day to day living, the court is of the view that even if no evidence is adduced as regards to post dismissal earnings, the court is entitled nevertheless to make a deduction for post dismissal earnings.”

Therefore, if a workman has not secured any new employment after his dismissal, or has managed to secure new employment but on a woefully small salary, he/she shall reveal to the Industrial Court by evidence, otherwise, it would risk the Industrial Court to deduct the amount of compensation (Mohd Akram et al. 2016).

In the case of *Unilever (M) Holdings Sdn Bhd v So Lai & Anor* [2015] 2 ILR 265, the Federal Court highlighted that the workman has a duty to mitigate loss. There shall be no deduction of back wages if the workman was unable to secure new employment, and even if the workman managed to secure new employment, the back wages awarded must reflect the unemployment periods. The Federal Court quoted the Industrial Court's Practice Directive 1987 – guidance for how much back wages the workman will be granted according to the unemployment period. See Table 1 for guidance on back wages percentage in accordance to the unemployment period:

TABLE 1. Industrial Court's Practice Directive 1987 – guidance on back wages percentage in accordance to the unemployment period

Unemployment periods	Percentage of back wages granted (%)
Got job immediately	50
Got job 6 months later	63
Got job 12 months later	75
Got job 18 months later	88
Got job 24 months later	100
Failed to get a job	100

In England, the common law is applied, where if a workman did not make any reasonable endeavour to mitigate the loss suffered after dismissal, then the Employment Tribunal is empowered under Section 123 of ERA 1996 to reduce the amount of the award. Mitigation of loss in England is not only limited to seeking new

employment elsewhere, but also could include other types of possible and reasonable ways of mitigation.

This principle was illustrated in *Gardiner-Hill v Roland Berger Technics Ltd* [1982] IRLR 498, where the appellant was a managing director and he was dismissed by the respondent. The appellant started his own business after dismissal and raised this as a form of mitigation of loss. The Employment Tribunal found that the appellant was unfairly dismissed but deducted his compensation by 80% on the basis that he had failed to mitigate his loss by seeking another employment. The appellant appealed against the deduction of compensation. The Employment Appeal Tribunal allowed the appeal, reassessed the amount of compensation, and held that the Employment Tribunal had erred in law by reducing the appellant's compensation since the appellant did not seek any new employment. Starting a new business could have been regarded as one of the ways to mitigate loss.

In *Brace v Calder and Ors* [1895] 2 Q.B. 253, the plaintiff was employed as a manager for a contract period. However, before the expiry of the contract period, two partners of the company retired and the company was transferred to the other two partners to carry on the business. The new partners wanted to employ the plaintiff to serve until the expiry of his contract period but the plaintiff refused to accept the offer. The Court of Appeal held that since the plaintiff failed to mitigate the loss by accepting the employment, he deserved only the minimal damages.

In addition, the employer has an onus to prove on the balance of probabilities that the workman failed to mitigate loss (Ashgar 2004). In *Executive Group Ltd v Power* [2002] All ER (D) 322, the respondent was dismissed by the appellant for failing to achieve his sales target. The Employment Tribunal held in favour of the respondent and granted compensatory and basic awards to him. The appellant appealed against the award granted on the grounds that the respondent failed to mitigate loss after dismissal. The Employment Appeal Tribunal dismissed the appeal and held that, the appellant, as the employer, has a burden of proof to produce evidence to support the said allegation, but in this case had not.

CONCLUSION

It is hoped that with the in-depth explanation given in this paper, the entities involved in employment dismissals management are better able to manage employment dismissals and most importantly understand the intricacies of the whole process and the pertinent matters that will be addressed during court proceedings. Last but not least, the authors would like to express their sincere gratitude and appreciation to the Ministry of Higher Education (MOHE) for providing the necessary funding towards this research.

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