

INDUSTRIAL COURT MALAYSIA

CASE NO. 17/ (8)/ 4-987/14

BETWEEN

LEE JYH KIONG

AND

NAKAMICHI CORPORATION BERHAD

AWARD NO: 582/2017

BEFORE : YA TUAN DUNCAN SIKODOL
Chairman (sitting alone)

VENUE : Mahkamah Perusahaan Malaysia, Sandakan, Sabah

DATE OF REFERENCE: 05.12.2014

**DATES OF MENTION : 06.02.2015, 16.03.2015, 28.04.2015, 14.09.2015,
26.01.2016 & 21.04.2016**

**DATES OF HEARING : 10.04.2015, 14.09.2015, 12.06.2016, 12.08.2016 &
05.12.2016**

REPRESENTATION

For the Claimant : Puan Sharatha Masyaroh bte John Ridwan Lincon
Messrs Lincon & Co
Advocates & Solicitors

For the Respondent : Mr Joel Kon Tai Hoong
Legal Advisor of Nakamichi Corporation Bhd

REFERENCE:

This is a reference by the Honourable Minister of Human Resources under Section 20(3) of the Industrial Relations Act 1967 ("the Act") arising out of the dismissal of **LEE JHY KIONG** (hereinafter referred to as "the Claimant") by **NAKAMICHI CORPORATION BERHAD** (herein referred to as "the Company") on the 27th November 2013.

AWARD

Brief Background Facts

The Claimant commenced his employment with the Company on the 1.11.2012 as the Chief Financial Officer with a fixed salary of RM10,000.00 and a fixed allowance of RM500.00. His claim before this Court is that he considered himself constructively dismissed by the Company as at 27th November 2013 in that the Company had failed to pay his salary from June 2013 to October 2013, EPF from February 2013 to October 2013, income tax from January 2013 to October 2013 and SOCSO from January 2013 to October 2013. By not paying his salary, the Claimant claims that the Company had breached the fundamental terms and conditions of his employment contract. At the time of dismissal, the Claimant's last drawn salary was RM15,000.00 and a fixed allowance of RM500.00 per month.

The Company however, disputed the Claimant's claim and instead contended that the Claimant had not acted diligently and that he had withheld the financial and accounting documents of the Respondent in his custody and possession pursuant to the instruction of the Ex CEO. The Company further contends that the Claimant commences this action against the Respondent with an intention to conceal his breach of duties and responsibilities as a result of the removal of the Ex CEO from the Board of Directors (BOD) of the Respondent's Company.

Witnesses

The following witnesses testified at the hearing of this case:

CLW1 – Lee Jhy Kiong, the Claimant himself and his witness statement was marked as CLWS-1.

COW1 - See Thoo Chan, Director of the Company and his witness statement was marked as COWS-1.

The following bundle of documents were also used in court and marked as follows:-

Claimant's BOD marked as CLB, Company's BOD marked as COB.

Issues for determination

The issues for the Court's determination in this case are as follows;

1. Whether the Claimant had been constructively dismissed by the Company and
2. If the Claimant had been so dismissed, whether the dismissal was with just cause or excuse.

Claimant case

The Claimant claimed that he considers himself to have been constructively dismissed because the Company has failed to pay his outstanding salary, statutory contributions and income tax deductions since June 2013 and within the time frame given by him in his letter dated 19.11.2013 (see pages 12 -113 of SOC). Therefore the Company had breached the implied terms of the contract of employment.

Company's case

The Company's 1st witness was See Thoo Chan and her witness statement was marked as COWS – 1. She testified that she is the Non-Independent and Non-Executive Chairperson of the Company since 19.3.2013. She also said that together with her husband they have since 2006, held substantial shares in the Company, where they own approximately 18,252,700 shares representing approximately

32.941% of the issued and paid capital of the Company. Since her appointment to the Board, she said she has attempted by all means to revive the Company and is looking into ways and means onto how best to restructure the Company which currently holds a PN17 status on Bursa Malaysia as the Company is in the midst of losing the business and a figure of over RM30,000.000 in losses has been already incurred and written off.

She went on to testify that she knows the Claimant because he was the former Chief Finance Officer of the Company. It had only come to her knowledge that the former Chief Financial Officer was working at NCB on or about 19.3.2013 but had no knowledge of the Claimant's confirmation as the Chief Financial Officer as according to her, many documents were concealed and many documents requested were either given very gradually or not given at all. The documentary records on the letter of appointment and letter of confirmation was only brought to her attention upon the return of the personal file listed in his (Claimant) email dated 2.7.13 which was returned together with the other purported current files upon numerous request.

When asked what were his job scope and/or his authorities as the Chief Finance Officer in NCB she said:

"Generally, his duties were stated in Clause 6 of his Letter of Appointment. During his employment with the Company, without limitation to the duties imposed by law, he agreed to serve the Company and any of its subsidiaries and/or associates diligently and perform the duties assigned to him by the management or such other person to whom the management may have delegated the powers and the duties"

COW1 went on to say that they were only made aware of the alleged non-payment of the Claimant's salary on 20.8.2016 when the Board received the Claimant's email dated 20.8.2016 (see pages 8-9 of the SOC). At all material time, she said she was not aware of this issue, as the former CEO and the Claimant had maliciously concealed all issues of the Company, in particular the financial status of the Company, from her and the other shareholders. She said she never expect that the CFO of the

Company was unpaid because he has authority to instruct the Company's account department to make payments, including his salary and statutory contribution as at that time, the former CEO, Mr. Lo Man Heng and the Claimant as Chief Financial Officer of the Company had authority to sign for RHB Bank Berhad and Malayan Banking Berhad from November 2012 until the change of signature mandates in June 2013. Both of them had the authority arrange payment and statutory contributions to the relevant parties, if any, prior to the change of signature mandates. She therefore said that because she was unable to access to the Company's financial and accounting records and documents, she was not able to do anything to verify and resolve the Claimant's allegations.

When asked what were the difficulties she encountered as a result of the non availabilities of documents, her reply are as follows:

The Company suffered serious financial constrain as the former CEO had fraudulently caused severe loss and damages to the Company. In addition, the Company's shares were suspended from trading on 6.9.2013 due to the fact that many necessary documents needed for regulatory approval was concealed by the former CEO and Claimant. She also said that sometime in June 2013, Tamabina Sdn Bhd and the former CEO who was the director of Tamabina Sdn Bhd filed a Winding up proceeding against the Company vide Kuala Lumpur High Court Winding Up Petitions No. 28NCC-635-07/2013 and 28NCC-636-07/2013 respectively (see pages 108-116 of the Company's Bundle of the Documents ("CBOD")). As a result, she said the Company was put in great difficulty as it had no documents to verify or investigate the former CEO and Tamabina Sdn Bhd's alleged claims. She said she have requested the former CEO and the Claimant for bank statements, accounts, vouchers, ledgers and cheque images relating to the Winding Up proceedings (see page 96-105 of CBOD) but they never responded.

She went on to say that on the 2.7.2013, she said the Claimant responded to her request and sent some documents to her (see page 134-136 of CBOD). This

according to her would show that the Claimant held all the Company's documents in Sandakan and also shows that the Claimant had control over the Company's documents. In addition, she said she discovered that the Claimant had disclosed and forwarded the Company's documents to Tamabina Sdn Bhd and the former CEO without the Company's consent and knowledge which eventually lead to the commencement of the Winding Up proceedings by Tamabina Sdn Bhd and the former CEO against the Company. To make matters worse, she said it had later come to her attention that the documents that the Claimant had shown and given to the Company may be false to give an untrue account or mislead Board.

She also said that since the Claimant withheld all the financial and accounting documents with him, she requested the Claimant to prepare the Quarterly Report 2013 for the period ended 30.6.2013 which has to be filed to Bursa Malaysia by 31.8.2013. However, the Claimant has failed to submit the said Quarterly Report to Bursa Malaysia Securities Berhad for public release by 31.8.2013. As a result, the Company was suspended from Bursa Securities' Main Market Listing on 6.9.2013 (see page 81 of CBOD). His statements that he was unable to complete the 2nd Quarterly Report due to non-availability of Tamabina Sdn Bhd's management account is according to COW1 misconceived as the Claimant had confirmed during the Special Board of Directors Meeting on 28.6.2013 that he had access to Tamabina Sdn Bhd's accounting system to overseas the account prepared by the staffs of Tamabina Sdn Bhd (see pages 117-124 of CBOD).

Thus, she said that as a result of the Claimant's breach of his duty and responsibility, the Company had breached the statutory requirements and the Company is suffering serious financial constraint causing the company to breach the listing requirement and hence its share was suspended from trading on 9.9.2013.

When asked further about how the Claimant's claim of Constructive dismissal came about, COW1 explained that:

On 5.8.2013, the Company filed a civil action against the Ex-CEO of the Respondent,

Lo Man Heng as the 1st Defendant and the Claimant as the 5th Defendant, vide KLHC Suit No.: 22NCC-519-08/2013 (see pages 142-173 of CBOD). On 20.8.2013 and 19.9.2013, the Claimant had issued emails demanding for the unpaid salary for the months of June and July 2013. The said email was sent directly to the Ex-CEO and copies to Ms See and other authorized personnels (see pages 7-9 of the SOC)

On 23.9.2013, She said she issued a notice to show cause to the Claimant in relation to his misconducts and breach of duties as stated in the pleadings of the civil suit. This is due to the fact that the Company needed to conduct proper procedures in handling the employment issue.

However, the Claimant according to her refused to respond to the show cause notice and claimed constructive dismissal in his reply on 30.9.2013 (see page 11 of the SOC). Subsequently, on 19.11.2013, the Claimant issued a demand for the outstanding salaries and statutory contributions against the Board of Directors of the Company. The Claimant also claimed that he considered himself to be constructively dismissed by the Company if the Company failed to settle the alleged outstanding salaries.

On 4.12.2013, She said she then issued a Notice of Domestic Inquiry to the Claimant informing him that the Company has decided to conduct a domestic inquiry into charges against him for misconducts and/or breaches of duty (see page 15 of the SOC). In response, she said the Claimant on the 6.12.2013 stated that as the Company failed to make any outstanding payments as demanded by him, therefore he claimed that he was constructively dismissed by the Company effective 27.11.2013.

She went on to say further that since the Claimant alleged that the Company has defaulted in paying his salary since June 2013, but the Claimant only claimed constructive dismissal on 27.11.2013, which is more than 4 months from the alleged non-payment of salary on end of June 2013. Therefore, according to COW1, the Claimant was deemed to have waived the breach and agreed to vary the terms of his contract of employment.

COW 1 in disputing the Claimant's claim of constructive dismissal, instead contended that the Claimant commences this action against the Respondent Company with the intention to conceal his breach of duties. She made this observation based on the following facts:-

Firstly, the Claimant had collaborated with the former CEO to move all the documents of the company, particularly documents relating to the financial and accounts of the Company to Tamabina Sdn Bhd's Office in Sandakan, Sabah in April 2013, without notice or consent of the Board of Directors. As the Company did not set up an office in Sandakan, Sabah, there is therefore no reason for the Claimant to be relocated to Sandakan. The relocation according to her was pre-planned by both the Claimant and the former CEO in order to restrict and make access to the Company's financial and accounting documents a lot harder for the shareholders, directors as well as herself. The Claimant should have knowledge she said that all the documents of the Company should be kept at the business or registered address of the Company pursuant to the Companies Act 1965. However, the Claimant still acted against the requirements of the law and moved the documents of the Company to the Sandakan office and kept it in his custody and possession. By doing so, she therefore said that the Claimant has not acted in a diligent manner by withholding the financial and accounting documents in his custody and possession, despite repeated requests from her (see pages 52-54 and 75 of CBOD).

Secondly, the Company's information and documents could be easily made accessible to the Claimant as the Claimant was the CFO at the time of employment by the Company. She said she noted that the Claimant had prepared ledgers for the former CEO and issued a Memo on June 2013 confirming that the Company owes a total sum of RM4,404,298.67 to the former CEO without the approval and/or consent of the Board of Directors (see page 86-94 of the CBOD)), this subsequently lead to the commencement of Winding Up proceeding against the Company by the former CEO.

Thirdly, the Claimant instructed one Ms Ch'ng to take up an amount of

RM1,448,173.07 in the Company's book as a loan from the former CEO (see page 185 of CBOD). This sum had nothing to do with the Company. It was used to settle a stay execution Order for Tamabina Sdn Bhd in Appeal No.S-02-457-02/2012 (see page 186-187 of CBOD).

On 28.6.2013, the Directors of the Company held a Special Board Meeting (74th) at Selangor. During the Special Board Meeting, She said she had requested the Claimant to itemized a list of all files presently kept in his possession. During the meeting, she said the Claimant confirmed he kept the Company's files in the Accounting Department in Sandakan and that the Claimant is using the account system at Sandakan to update and maintain the accounting records of the Company.

During the Special board meeting on 5.7.2013 (see pages 125-132 of the CBOD) she said when the Claimant was asked on the Company's files and assets, the Claimant had stated and confirmed that the files and laptop was not currently with him and had confirmed that he would make arrangement to send the files and laptop later in the day. The files and laptop as listed in his earlier email was returned to the Company Secretaries office over the weekend on 6.7.2013.

From the above, she therefore said that the Claimant's claims on the non-payment of statutory contributions are misconceived as it is due to his own negligence in monitoring the payment of the statutory contributions and salary.

Although the outcome of the KLHC suit against the Claimant was in favour of the Company, the Claimant according to her never returned all those documents as ordered by the Court.

The Law

The Law relating to constructive dismissal has been clearly set out by the Supreme Court in the case of ***Wong Chee Hong v. Cathay Organisation (M) Sdn Bhd. [1988] 1 CLJ 45; [1988] 1CLJ (Rep) 298*** where Salleh Abas, L.P, has stated:

"The common Law has always recognized the right of an employee to terminate his contract of service and therefore to consider himself as discharged from further obligation if the employer is guilty of such breach as affects the foundation of the contract or if the employer has evinced or shown an intention not to be bound by it any longer. It is an attempt to enlarge the right of the employee of unilateral termination of his contract beyond the perimeter of the common law by a unreasonable conduct of his employer that the expression "constructive dismissal " was used".

The principle of law enunciated in the above case is that once constructive dismissal is proven by the Claimant employee, the burden shifts to the respondent employer to prove that the Claimant's removal is with just cause or excuse. If the employer is guilty of conduct which is a significant breach going to the root of contract of employment, or which shows that the employer no longer intends to be bound by one or more of the essential term of the contract, then the employee is entitled to treat himself as discharged from any further performance. If he does so, then he terminates his contract by reason of the employer's conduct. He is constructively dismissed. The employee is entitled in those circumstances, at the instant without giving notice at all or, alternatively, may give notice. But the conduct must in either case be sufficiently serious to entitle him to leave at once. Moreover, he must make up his mind soon after the conduct of which he complains; for if he continues for any length of time, without leaving, he will lose his right to treat himself as discharged. He will be regarded as having elected to affirm the contract. See **Western Excavating (ECC) Ltd. V. Sharp [1978] QB 761**

Hence, the test formulated is one of 'contract test' and no longer the 'unreasonableness test'. In **Anwar Abdul Rahim v Bayer (M) Sdn. Bhd. [1998] 2 CLJ 197** the Court of Appeal restated the above test as follows:-

*"It has been repeatedly held by our courts that the proper approach in deciding whether constructive dismissal has taken place is not to ask oneself whether the employer's conduct was unfair or unreasonable (the unreasonableness test) but whether "the conduct of the employer was such that the employer was guilty of a breach going to the root of the contract or whether he has evinced an intention no longer to be bound by the contract. (See **Holiday Inn Kuching v Elizabeth Lee Chai Siok [1992] 1 CLJ 141** and*

Wong Chee Hong v Cathay Organisation (M) Sdn. Bhd. [1988] 1 CLJ (Rep) 298".

Evaluation And Findings.

Thus in **Anwar Abdul Rahim v Bayer (M) Sdn. Bhd. (Supra)**, in order to succeed in a claim for constructive dismissal, the Claimant must establish the following:-

- i. That the Company, by its conduct, had breached a term or terms of his contract of employment or has evinced an intention no longer to be bound by the contract;
- ii. The breach must be a fundamental breach going to the root or foundation of the contract;
- iii. The Claimant must leave in response to the breach and not for some unconnected and ancillary reason;
- iv. The Claimant did not delay too long in terminating the contract in response to the Company's breach, otherwise he may be deemed to have waived the breach.

Was the Company, by its conduct, guilty of a breach going to the root of the contract or whether the Company evinced an intention to no longer be bound by the Employment Contract with the Claimant.

Before I go on to consider the above issue, I shall first of all at the outset consider the contention by the Respondent Company who argued that the Claimant's appointment as CFO was invalid as it was not approved by the Board of Directors.

In respect of this, I noted that the Company did not at any time raised this issue in its pleading nor in its cross examination of the Claimant but instead did so only in its submission. As this was not done, I therefore agree with the Claimant's counsel that the Company should not be allowed to raise this issue at this stage as it is trite law that parties are bound by their pleadings. In **R Rama Chandran v Industrial Court of Malaysia & Anor (1997) 1 CLJ 147**, His Lordship Eusoff Chin CJ at page 178 said

as follows;

“ It is trite law that a party is bound by its pleadings. The IC must scrutinise the pleadings and identify the issues, take the evidence , hear the parties' arguments and finally and finally pronounce its judgment having strict regards to the issues. It is true that the IC is not bound by all the technicalities of a civil court (s.30 IRA 1967) but it must follow the same general pattern. The object of pleadings is to determine what are the issues and to narrow the area of conflict. The IC cannot ignore the pleadings and treat them as mere pedantry or formalism, because if it does so, it may lose sight of the issues, admit evidence irrelevant to the issues or reject evidence relevant to the issues and come to the wrong conclusion. The IC must at all times keep itself alert to the issues and attend to matters it is bound to consider”

And in **Anwar Abdul Rahim v Bayer (m) Sdn Bhd (1998) 2 CLJ 197**, His Lordship **Mahadev Shankar JCA** at page 203 have this to say;

“ The rule that parties should be confined to the issues raised in their pleadings applies equally in the IC. This rule is based on justice and equity because it is unfair and unjust to permit a party to raise other points of complaint at the trial of which no formal notice has been given”

Based on the principles of law as enunciated in **R Ramachandran and Anwar's** case, I therefore fully concur with the Claimant's counsel that it is not proper for this Court to make out a case for one of the parties when the party concerned does not raise or wish to raise the point. Hence, since this issue was never pleaded, I therefore cannot allow it to be ventilated or raised at this stage. Suffice for me to say that his appointment is not an issue in this case

(i) Whether the Claimant has proven that he was not paid his salary for the period June 2013 to October 2013 as well as made contributions to the various authorities .

(a) No Documentary proofs

In paragraph 4(a) - (d) of the Rejoinder, the Claimant alleged that the Company had breached the said implied terms of employment maliciously and intentionally by

refusing to make payments of his salary for a consecutive period of 5 months including the various contributions to the authorities. This allegation is contained in the Claimant's letter dated the 19.11.13 to the Respondent to support his claim of Constructive dismissal. However, there was no documentary evidence produced by the Claimant to substantiate the same except based on his own calculation at page 80 CLBOD. This was confirmed by the Claimant himself when he said in cross examination as follows:

- Q. And the only documents that you had to show the Company did not pay you were the document that was prepared solely by you?
- A. Yes
- Q. Do you agree that the statements forwarded to the Company's former CEO and/or Ms See Thoo were prepared by you?
- A. Yes

There were no other documentary evidence produced nor witnesses called to substantiate the same although the Claimant during the trial testified that he has all the above documents. As no documentary evidence was so produced, I have no hesitation in invoking 114(g) of the Evidence Act by drawing an adverse inference against the Claimant. On this ground alone, I find that his claim for constructive dismissal is without merit.

Be it as it may, if I am wrong in coming to the said conclusion, I am still of the view that the Claimant in this case has failed to support his claim of Constructive dismissal. My reasons are as follows.

1. As noted, being the CFO, it is the duty of the Claimant to ensure that all salaries and contributions to the various authorities are paid by the Company. This fact was admitted by the Claimant himself in cross examination. However, from the evidence adduced before me, the Claimant on discovering that the various

payments to the authorities were not paid, he intentionally refused to inform the Company 's Accounts Department of the same and this fact was admitted by the Claimant in cross examination when he said as follows;

- Q. Did you highlight the non payment of the statutory contribution to the Company's accounts Department?
- A. No
- Q. Do you agree that you have the authority to authorize the Accounts Department to make statutory contributions?
- A. Yes
- Q. But you did not do so?
- A. Yes
- Q. Do you agree that you are aware that the Company did not make payment for statutory contributions since February 2013?
- A. Yes
- Q. So you are aware of the non compliance, but you did not rectify the issues and/ or inform the Company, right?
- A. Yes

Further, in the Claimant's email dated the 3rd July 2013 , he confirmed that the former CEO, Lo Man Heng and himself have authority to sign for RHB Bank and Maybank on behalf of the Respondent since 2012 until June 2013. If that is so, why did he not pay the alleged statutory contributions from February 2013 to June 2013 prior to the change of signatories in June 2013 since all financial matters were under his control.

2. COW1 testified that the Claimant together with the former CEO moved all the Company's document including its subsidiary Tamabina Sdn Bhd to Sandakan without the authority of the Board of Directors of the Company. The said Company documents consisted of the current Company files statutory payments, vouchers/ Accounts 2013, unpaid outstanding documents and bank

statements. COW1 also said that the alleged relocation was pre planned by the Claimant and the former CEO without the consent of the Board of Directors to frustrate her (COW1), the Directors and shareholders from having easy access to the Company's financial and Accounting documents. It was COW1's further evidence that when the Claimant took away the documents to Sandakan, the Company had difficulty accessing to it. As a result, COW1 said that the Company did not have records of the payment of salary and statutory contributions to their employees, bills and invoices, petty cash and claim forms. This evidence was never rebutted by the claimant in cross examination.

3. COW1 also said that as the Claimant withheld all the financial and Accounting documents of the Company, the Claimant was therefore asked by the Company to prepare the Quarterly Report 2013 for the period ending 30.6.2013 which has to be filed to Bursa Malaysia by 31.8.2013. However, this he failed to do resulting in the suspension of the Company from Bursa Securities Main Listing on the 9.9.2013 thus causing serious financial loss to the Company.
4. It is trite law that in order for an employee to claim constructive dismissal, the employee must leave soon after the breach. In **Kamarul Izamil Kamarulbaharin v Kawalan Prima Sdn Bhd (2015) 2 LNS 955**, a delay of 1 month was considered to be too long. In this present case, there was no reason given by the Claimant why he took 5 months from the date of the alleged non payment of his salary before he claim that he was constructively dismissed. There was also no evidence adduced before me of an ongoing negotiation between the Claimant and the Company which led to the delay. In the Claimant's evidence, he confirmed that he considered himself constructively dismissed on the 27th November 2013 that was about 9 months from the date of the alleged non payment of statutory contributions and 5 months from the alleged non payment of salary. Based on the evidence adduced, he only raised the breach after the commencement of the Civil suit against the Claimant via KL

High Court Suit no 22NC-519-08/2013. The fact that he walked out after the suit against him shows that his claim is not genuine. In any case, I find that the 5 months delay before he walked out was too long. As such the Court deemed the Claimant to have waived the breach .

Hence, although in law, the non payment of the Claimant's salary as well as the contributions to the various authorities amounted to a fundamental breach of an employment contract, nevertheless, in this case, from the evidence adduced, the Claimant has failed to prove the same against the Company. As the CFO, it is the Claimant's responsibility to ensure that his salary and statutory contributions are paid, Furthermore, since the Company's documents including the information on the payments of salaries and contributions to the various authorities are in the Claimant's possession in Sandakan, there is no reason why the Claimant push the blame to the Company. The Respondent Company on the other hand has instead proven that the Claimant walked out of employment not because of the alleged breach of employment contract by the Company but on the grounds that he has breached his duty as the CFO causing huge financial loss to the Company and also to take revenge against the Company for initiating a Civil suit against him. That his claim is not genuine can be shown from his conduct of walking out after the suit against him for the return of the Company's document in KL High Court suit No 22NC-519-08/2013. In short, from the evidence adduced before me, his allegation of non payment of salaries and contributions to the various authorities is a fictitious breach created by him so that he can claim constructive dismissal. He knew that because of his breach of duty, he was going to be dismissed by the Company anyway.

In conclusion, having taken into account the totality of the evidence adduced by both parties and bearing in mind s.30 (5) of the IRA 1967 to act according to equity, good conscience and substantial merits of the case without regard to technicalities and legal

form, this Court finds that the Claimant has failed to prove his claim of constructive dismissal by the Company. As such, this Court therefore dismiss the Claimant's claim.

HANDED DOWN AND DATED THIS 20th OF APRIL 2017.



**(DUNCAN SKODOL)
CHAIRMAN
INDUSTRIAL COURT MALAYSIA
SABAH**