

Employment & Industrial Relations

Abandonment of Employment — Recent Update

Our [Employment & Industrial Relations](#) department ([Suganthi Singam](#) and [Hannah Subramaniam](#)) recently represented the employer in **Murali Kumar A/L Murugaya v AmGeneral Insurance Berhad** (Award No. 269 of 2025), where the Industrial Court ruled that the employee had abandoned his employment rather than being terminated by his employer. This decision highlights the importance of clear workplace policies on attendance and timely employee communication.

Sometime in December 2021, the Claimant, an assistant manager, was made aware of the Company's observations that he was not adhering to the Company's requirements of early notification of absence, as well as his poor attendance and tardiness.

Between December 2021 to April 2022, the Claimant's frequent absence from work without approval from his superior and/or the Company persisted where on numerous occasions there were follow-ups with the Claimant for his medical certificates and/or reminders to adhere to the Company's procedures on taking sick leave. Similarly, the Claimant's issues with punctuality persisted.

The Claimant's last recorded entry into office was in February 2022. The Claimant informed his superior that he would be on hospitalisation leave on 26 March 2022 and thereafter he continued to be on sick leave until 29 April 2022.

Upon the expiry of the medical certificate for the period until 29 April 2022, as no further medical certificate or notification of continued sick leave was extended to the Company and/or his superior, the Claimant was to accordingly report for duty on 5 May 2022 after the public holidays.

When he failed to return to work on 5 May 2022 and remained absent without notifying his superior or the Company, nor did he extend any further medical certificate(s), the Company viewed the Claimant's conduct as a breach/abandonment of his contract.

The Industrial Court upheld this decision, ruling that prolonged, unexplained absences (especially beyond two consecutive

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working days) can justify an employer treating the employment contract as repudiated.

This ruling highlights the necessity for employers to implement and enforce clear attendance and leave policies while keeping proper records of absenteeism to mitigate legal risks. Employees, in turn, must take responsibility for notifying their employers of any absences promptly to avoid the risk of being deemed to have abandoned their jobs.

CONTACT US FOR FURTHER INFORMATION REGARDING EMPLOYMENT & INDUSTRIAL RELATIONS MATTERS.

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