

Corporate/M&A

Amendments to the Main Market Listing Requirements (“Main LR”) and ACE Market Listing Requirements (“ACE LR”)

On 26 February 2025, Bursa Malaysia Securities Berhad issued amendments to the Main LR and ACE LR Requirements following the revised Equity Guidelines by the Securities Commission Malaysia, effective from 1 March 2025, in relation to significant change in the business direction or policy of listed corporations, including backdoor listings and reverse takeovers.

The announcement for the Main LR can be accessed [here](#) and the announcement for the ACE LR can be accessed [here](#).

Securities Commission’s Simplified Guide on the National Sustainability Reporting Framework

The Securities Commission (“SC”) on 20 January 2025 had issued a simplified guide titled ‘Navigating the Transition: A Guide for Boards’ (“Board Guide”) to support board of directors of companies in adopting the National Sustainability Reporting Framework (“NSRF”). The NSRF was launched on 24 September 2024 to primarily enhance the standard of sustainability disclosures in Malaysia.

The NSRF addresses the use of the International Sustainability Standards Board’s (“ISSB”) IFRS Sustainability Disclosure Standards as the benchmark for Malaysia companies. The Board Guide provides board of directors with simplified and actionable steps on key areas such as governance, sustainability data boundaries, financial impact assessments, and integration with enterprise risk management systems.

Listed issuers on Bursa Malaysia’s Main and ACE Markets, as well as large non-listed companies (“NLCos”) with annual revenue of RM2 billion and above will have to comply with the new reporting requirements in a phased approach. Large-listed issuers on the Main Market with market capitalisation of RM2 billion and above will begin using the ISSB Standards in 2025 (Group 1). This will extend to other Main Market listed issuers in 2026 (Group 2), followed by listed issuers on the ACE Market as well as large NLCos in 2027 (Group 3).

Legal Updates

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The press release on the issuance of the Board Guide can be accessed [here](#) and the Board Guide can be viewed [here](#). The press release on the launch of the NSRF can also be accessed [here](#) and other NSRF related resources can be found [here](#).

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Employment & Industrial Relations

Transfer Dispute: Recent Industrial Court decision on Constructive Dismissal

Recently, in **Muhammad Helmi Bin Yusof v Ground Team Red Sdn Bhd** (Award No. 193 of 2025), the Industrial Court held that the Company did not breach any fundamental term of the Claimant's contract of employment when it transferred the Claimant, an Industrial Relations/Employee Relations (IR/ER) Specialist (in the Human Resources Department to the position of Ramp Duty Manager (in the Ramp Department).

The Claimant's main contentions were that the transfer to the Ramp Department had made it impossible for him to carry on being employed by the Company as the new role was beyond his knowledge and skills and that the job description of Ramp Duty Manager was completely different from his duties and responsibilities as an IR/ER Specialist.

The Court took into account the fact that the transfer clause in the Claimant's offer letter stipulates that the Company can transfer, relocate or reassign the Claimant to any other position within the Ground Team Red group of companies.

Given that the Claimant was transferred/promoted/re-designated to various positions and departments within the Company during his tenure of employment, the same would apply in each of the Claimant's previous transfers, especially in this case where the Claimant was transferred from the In-Flight Management to Ground Operations Department and subsequently to the Human Resources Department. With additional guidance and training, the Claimant would have been able to carry out the duties of a Ramp Duty Manager.

The Industrial Court found that the Claimant did not adduce any evidence that his transfer to the Ramp Department entailed a demotion or reduction of his salary, benefits or any other privileges.

The Court went on to rule that a complaint by an employee that some of his duties and responsibilities have been taken away may not necessarily be the basis for a complaint of constructive dismissal.

The key takeaway from this case is that it is not every shade or facet of the employer's conduct that will give rise to constructive dismissal. In a constructive dismissal claim, the employee must be able to prove that there is a fundamental breach of their employment contract, or that the employer has evinced an intention to no longer be bound by the employment contract.

Ground Team Red Sdn Bhd was represented by [N. Sivabalah](#) and [Jamie Goh](#).

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