

**IN THE INDUSTRIAL COURT OF MALAYSIA**  
**CASE NO: 4/4-945/24**  
**BETWEEN**  
**ZURINA BINTI OTHMAN**  
**AND**  
**BANK PERTANIAN MALAYSIA BERHAD**

This Industrial Court award concerns a case brought by **Zurina Binti Othman** against **Bank Pertanian Malaysia Berhad**, alleging that her dismissal on 6 January 2024 was without just cause or excuse.

**Background:**

- Zurina was employed under two consecutive **fixed-term contracts**:
  - First contract: 6 January 2020 to 5 January 2022
  - Second contract: 7 January 2022 to 6 January 2024 (with a salary increase to RM27,000/month)
- She held the position of **Chief Credit Officer (CCO)**, a senior role just below the CEO.
- Before the end of her second contract, the Bank issued her a "letter of explanation" on 10 October 2023, questioning her conduct as chair of a disciplinary committee. She responded on 25 October 2023.
- On 29 November 2023, the Bank notified her that her contract would not be renewed upon its expiry on 6 January 2024.

**Claimant's Argument:**

Zurina claimed that:

- Her fixed-term contracts were a disguise and she was effectively a **permanent employee**.
- The non-renewal was due to the disciplinary issue raised in the October 2023 letter, making it a **dismissal without just cause**.
- She sought **reinstatement** with full back wages and benefits.

**Bank's Defense:**

The Bank argued that:

- Zurina was employed under **genuine fixed-term contracts** common for senior management (C-Suite) in GLCs.
- The contract ended naturally by **effluxion of time**, not dismissal.
- The disciplinary letter was unrelated to the non-renewal.

**Court's Decision:**

The Industrial Court dismissed Zurina's claim, ruling that:

1. The contracts were **genuine fixed-term agreements**, not permanent employment in disguise.
2. The parties' intention, the Bank's conduct, and the nature of the Bank's business (a GLC with policy-driven fixed-term appointments for senior roles) supported this finding.
3. The contract ended naturally on 6 January 2024; there was **no dismissal**.
4. Therefore, the question of whether the dismissal was without just cause **did not arise**.

**Key Legal Principles Applied:**

- The Court applied the test from **Ahmad Zahri Mirza v AIMS Cyberjaya** to determine whether a contract is a genuine fixed-term contract, considering:
  - Intention of the parties
  - Employer's conduct
  - Nature of the business and role
- The Court emphasized that where a contract is unambiguous, it must be enforced as written.

**Outcome:**

Zurina's claim was **dismissed**. The Court found she failed to prove she was dismissed, as her contract expired by its own terms.

**Award Date:** 23 September 2025

**Case No.:** 4/4-945/24

**Award No.:** 1491 of 2025