

**IN THE INDUSTRIAL COURT OF MALAYSIA**  
**CASE NO.: 15/3 – 1316/24**

BETWEEN

MALAYAN BANKING BERHAD

AND

NATIONAL UNION OF BANK EMPLOYEES

**AWARD NO. : 1147 OF 2025**

Coram : Y.A. Tuan Andersen Ong Wai Leong  
Chairman

: Mr. Rajamorganan a/l Narunan  
Employees' Panel

Encik. Muhammad Syafiq Soh Bin Abdullah  
Employers' Panel

Venue : Industrial Court of Malaysia at Kuala Lumpur

Date of Reference : 24.10.2024

Date(s) of Mention : 02.12.2024, 11.12.2024 & 17.04.2025.

Date(s) of Hearing of Application : 24.01.2025, 18.02.2025, 05.03.2025 & 10.04.2025

Written Submission (by the Bank) : 24.01.2025, 13.02.2025, 04.03.2025 & 18.02.2025

Written Submission (by the Union) : 22.01.2025, 13.02.2025, 04.03.2025 & 10.04.2025

Representation : Ms. Janice Anne Leo, Ms. Adrienne Sena &  
Ms. Chong Jen Hui  
Messrs Steven Thiru  
Counsels for Malayan Banking Berhad  
  
Mr. Ravi Nekoo & Mr. Arvin Kumar  
Messrs Nekoo,  
Counsels for National Union of Bank  
Employees

**A. REFERENCE:**

[1] This is a reference from the Honourable Minister of Human Resources, Malaysia made under *Section 26(2) of the Industrial Relations Act 1967* (“the *IRA 1967*”), arising out of a trade dispute between **Malayan Banking Berhad** (hereafter referred to as “the Bank”) and **National Union of Bank Employees** (hereinafter referred to as “the Union”).

**INTERIM AWARD**

*(Enclosure 9A)*

*(Application for an Order to Cease and Desist)*

**B. APPLICATION BEFORE THE COURT**

[2] By way of a Notice of Application dated 12.12.2024 (Enclosure 9A) (“the Bank’s Application”), supported by an affidavit in support duly affirmed by Dato’ Brian Jit Singh on 28.11.2024 (“Enclosure 9B1 and 9B2”), the Bank has applied for the following orders (“collectively referred to as “the Cease and Desist

Order”) pursuant to *Sections 29(g), 30(1), 30(4), 30(5), 30(5A), 30(6) and 30(7) of the IRA 1967*, pending the full and final disposal of the present trade dispute:-

- (a) direct that the National Union of Bank Employees forthwith cease and desist from making postings, publications, statements, remarks and/or comments in the press and/or social media and/or its website pertaining to 2 allegations of harassment, sexual or otherwise, by Ms. Kok Wai Ling against Encik Rosman bin Jamaluddin (“subject matter of the Trade Dispute”);
- (b) direct that the Union forthwith cease and desist from making postings, publications, statements, remarks and/or comments in the press and/or social media and/or its website against Malayan Banking Berhad (“the Bank”) in respect of the allegations of harassment, sexual or otherwise, by Ms. Kok Wai Ling against Encik Rosman bin Jamaluddin;
- (c) direct that the Union forthwith cease and desist from organizing and carrying out pickets relating to the subject matter of the Trade Dispute;
- (d) direct that the Union forthwith cease and desist from all forms of public protests against the Bank, whether through pickets, making postings, publications, statements, remarks and/or comments in the press and/or social media and/or its website; and

(e) all other necessary directions, as necessary and appropriate in the circumstances.

[3] The following affidavits were filed by the parties in respect of the Bank's Application:

- (a) the Bank's Affidavit in Support duly affirmed by Dato' Brian Jit Singh on 28.11.2024 ("the Bank's First Affidavit");
- (b) the Union's Affidavit in Reply duly affirmed by Sandagran Solomon a/l. Joseph Pitchay on 20.12.2024 ("the Union's First Affidavit");
- (c) the Bank's Affidavit in Reply duly affirmed by Dato' Brian Jit Singh on 08.01.2025 ("the Bank's Second Affidavit"); and
- (d) the Union's Additional Affidavit in Reply duly affirmed by Kok Wai Ling on 21.01.2025 ("the Union's Second Affidavit").

### **C. BACKGROUND AND GENESIS OF DISPUTE**

[4] The reference before the Court concerns a trade dispute between the Bank and the Union revolving around allegations against an executive of the Bank, Rosman Bin Jamaludin ("Rosman"), who was attached to Maybank Bercham Branch, which reads as "*Tuduhan Terhadap Rosman bin Jamaludin (Eksekutif di Maybank Cawangan Bercham)*" ("the Trade Dispute").

[5] Sometime in October 2021, Ms. Kok Wai Ling (“KWL”), a former employee of the Bank who was working at the Maybank Bercham Branch, lodged a verbal complaint with the then Branch Manager, Mr. Ganeshen, regarding inappropriate messages and/or lewd images sent to her by Rosman. Rosman was KWL’s superior at all material times.

[6] Mr. Ganeshen summoned both Rosman and KWL for a discussion regarding KWL’s complaint. Rosman agreed to refrain from making or sending inappropriate messages and/or lewd images to KWL, and she agreed not to pursue or escalate the matter any further.

[7] KWL and Rosman continued working together at the Bank’s Bercham Branch, and no further reports or complaints of sexual harassment or similar inappropriate conduct were lodged by KWL against Rosman. In 2022, KWL was assigned to report directly to Rosman.

[8] On 26.03.2024, KWL lodged a formal complaint against Rosman by submitting a Grievance Information Form (“KWL’s Grievance”) in respect of the following matters:

- (a) complaints relating to the Q-Management System (QMS); and
- (b) a WhatsApp message sent by Rosman in the Bercham Warriors Group WhatsApp Chat.

[9] Pursuant to KWL's Grievance, a Branch Level Meeting was convened on 16.07.2024 to address the issues raised. During the meeting, the sexual harassment complaint previously made by KWL against Rosman in 2021 resurfaced and was raised again by KWL and/or representatives of the Union.

[10] Following the Branch Level Meeting, the Bank's Group Industrial Relations issued a letter to KWL on 16 August 2024, requesting her to attend an investigative interview at Maybank Bercham Branch on 24 August 2024. However, she did not do so.

[11] Due to KWL's refusal to attend the investigative interview or meeting, she was subsequently suspended and eventually dismissed by the Bank on the grounds of misconduct. She had lodged an unfair dismissal representation, but it is not the subject matter of the dispute before this court.

**D. THE BANK'S BASIS FOR THE APPLICATION**

[12] The Bank's basis or grounds for making the application for cease and desist order can be gleaned from the affidavits filed by the Bank in support of the Bank's Application and they are *inter alia* as follows:

- (a) That on 22.8.2024, the Bank referred a trade dispute pursuant to *section 18 of the IRA 1967* to the Director General of Industrial Relations arising from the failure of the Union and/or KWL to comply with the Memorandum

of Understanding on Code of Conduct for the Prevention of Sexual Harassment in the Workplace dated 10.1.2019 (“the MOU”) or the requisite provisions of the 19th Collective Agreement between Malayan Commercial Banks' Association and the Union (“the 19th CA”) in respect of allegations of sexual harassment made by KWL against Rosman;

(b) That on or about 30.10.2024, the Bank and the Union were notified that the Trade Dispute has been referred to this Honourable Court for adjudication and fixed for mention on 02.12.2024;

(c) That despite the Trade Dispute being referred to this Honourable Court for adjudication and being notified of the same on or about 30.10.2024, the Union continues to:

(i) directly and/or indirectly, persists to publish and/or disseminate disparaging, disrespectful, derogatory and/or defamatory postings, publications, statements, remarks and/or comments in the press and/or social media and/or its website against the Bank and its officers in respect of the subject matter of the Trade Dispute and, in furtherance thereto, other 4 adverse remarks that disparage the Bank in the eyes of the public and this Honourable Court; and

(ii) organise pickets against the Bank and/or its officers in respect of the subject matter of the Trade Dispute and, in furtherance thereto,

other adverse remarks that disparage the Bank in the eyes of the public and this Honourable Court.

- (d) That on 8.11.2024, the Bank issued a Notice to Cease and Desist to the Union to, inter alia, cease and desist from making false and inaccurate statements on social media and organising pickets on the Trade Dispute that has been referred to this Honourable Court for adjudication;
- (e) That however, on 25.11.2024, the Union, refused to cease and desist, and maintained that its trade union activities are in line with the ILO Convention and domestic laws;
- (f) That the Union and/or its members are in breach of *section 40(2A)(b) of the IRA 1967* which stipulates that “No workman shall go on picket after a trade dispute or matter involving such workman and such employer has been referred to the Court and the parties concerned have been notified of such reference”;
- (g) That with the referral of the Trade Dispute to this Honourable Court for adjudication, any picketing by the Union is deemed illegal; and
- (h) That the actions of the Union in disseminating and/or publishing false and malicious information in respect of the narrative relating to KWL and Rosman do not foster or promote industrial harmony and are intended to create strife between the Bank and the Union.

**E. THE UNION'S OBJECTIONS**

[13] The learned Counsel for the Union, Mr. Ravi Nekoo outlined its principal objections to the Bank's Application as follows:

- (a) That the Application was an infringement of the Union's role as a trade union to carry out trade union activities, which included the right to disseminate information;
- (b) That the Bank did not want the truth to be told and was using the court as a means to prevent the Union from telling the truth; and
- (c) That the Bank was using the court as its tool to hide from the facts that it had failed to provide KWL a safe working environment.

**F. CONSIDERATIONS AND FINDINGS**

[14] The Bank, through its application before the Court, seeks an order to compel the Union to forthwith cease and desist from all forms of public dissemination, protest, or expression including picketing, press statements, social media postings, website publications, or any other medium in relation to the allegations of harassment, sexual or otherwise, made by KWL against Rosman, which form the subject matter of the Trade Dispute, pending the full and final disposal of the present Trade Dispute.

### *Cease and Desist Application*

[15] A cease and desist application is in essence a request for the Court to direct a party to refrain from carrying out a particular act or course of conduct. In practice, such requests typically begin with one party, through its solicitors, issuing a written demand to the other party to cease and desist from the impugned conduct. If the party refuses to comply, the aggrieved party may apply to the court for an order to compel compliance.

[16] In Malaysia, there is no statute that expressly defines “cease and desist orders.” However, in the civil courts, such orders are typically sought under the courts’ inherent jurisdiction to grant injunctive relief to restrain a party from continuing with a particular act or course of conduct.

[17] Although commonly viewed as a form of injunctive relief, a cease and desist order may also be made by the court as an interim or ancillary order to regulate the conduct of the parties during the pendency of proceedings, with the objective of preserving the status quo, preventing further escalation of disputes, and ensuring the orderly administration of justice.

### *Jurisdiction and powers of the Industrial Court*

[18] Such an application is indeed uncommon in the Industrial Court and necessitates a determination as to whether the Court has the requisite

jurisdiction and power to grant a cease and desist order. It presents a novel issue for the Court's consideration.

[19] Learned Counsel for the Bank, Ms. Janice Anne Leo, submitted that within the context of Malaysian industrial relations jurisprudence, the present case would be only the third instance where the Industrial Court has been required to adjudicate and determine the issue of issuing a cease and desist order, the other two cases being as follows:

- (a) HSBC Bank Malaysia Berhad vs National Union of Bank Employees, (Case No.:4/3-2831/21) ("the HSBC case"); and
- (b) Persatuan Bank-Bank Perdagangan Tanah Melayu vs Kesatuan Kebangsaan Pekerja-Pekerja Bank (Case no.4/2-482/24) ("the MCBA case").

[20] Ms. Janice is probably correct, as there appears to be no other reported instance where such an application has been made before the Industrial Court.

[21] While similar applications have been brought in the two cases referred to by Bank's Counsel, the question of whether this Court has the jurisdiction to entertain such applications does not appear to have been conclusively determined by any division of the Industrial Court or the superior courts.

[22] In the *MCBA* case, a similar application was made by Persatuan Bank-Bank Perdagangan Tanah Melayu (“MCBA”) against the same party as in the present case, namely the Union, seeking an order, *inter alia*, to compel the Union to cease and desist from making and/or publishing any disparaging, disrespectful, derogatory, and/or defamatory postings, publications, statements, remarks, and/or comments in the press and/or on social media against the applicant and its member banks.

[23] In that case, the learned Chairman, Yang Arif Tuan Augustine Anthony, in *Interim Award No. 1853 of 2024*, dismissed the application primarily on the ground that the cease and desist order sought did not fall within the scope of the trade dispute referred to the Court under *section 26 of the IRA 1967*. The trade dispute in that matter pertained to issues arising from a proposed collective agreement between MCBA and the Union.

[24] The learned Chairman stated that there was no trade dispute referred by the Honourable Minister pursuant to *section 26 of the IRA 1967* in respect of which MCBA had sought the cease and desist order. Accordingly, the Court held that it lacked the requisite jurisdiction to entertain and grant the cease and desist order sought by MCBA in that case.

[25] By contrast, the learned Chairman referred to the *HSBC* case which was also before him, where the trade dispute referred by the Minister specifically pertained to the issue of derogatory and defamatory social media postings and

publications by the Union, and in which the bank had, among other reliefs, sought an order for the Union to cease and desist from carrying out any unilateral actions against the bank.

[26] However, even in the *HSBC* case, the Industrial Court has yet to make any findings on the jurisdiction and powers of the Court to grant a cease and desist order, as the matter is pending the outcome of an appeal against the Court's decision in dismissing the Union's striking-out application at the Court of Appeal.

[27] In support of his contention that the Industrial Court lacked jurisdiction to entertain an application for a cease and desist order when it was not part of the trade dispute referred to the Court, the learned Chairman referred to various authorities affirming that the jurisdiction of the Industrial Court is confined to the specific dispute referred to it.

[28] Among others, he cited the case of *All Malayan Estates Staff Union v Golden Hope Plantations Bhd & Anor [1994] CLJU 282*, where Wan Adnan J (as His Lordship then was) observed as follows:

*“The functions of a tribunal are quasi - judicial but it is not a civil court. It has not the inherent power to decide any of the disputes raised by the parties in their pleadings. Its jurisdiction is limited and restricted only to the issues referred to it by the appropriate Government by an order of reference. In other words, the Tribunal*

*has to function within the limits imposed upon it by the statute and has to act according to its provisions. In adjudicating upon an ' industrial dispute' the Tribunal cannot arrogate to itself powers which the legislature alone can confer or do something which the legislature has not permitted to be done. The Tribunal acquires jurisdiction to adjudicate upon an 'industrial dispute' only after it has been referred to it. In other words, without such a reference, the Tribunal does not get any such jurisdiction to adjudicate upon any dispute.*

*From the above references it is my view that the jurisdiction of the Industrial Court is limited to the dispute referred to it. It has no power or authority whatsoever to deal with a matter outside the Reference. It is the Reference that determines the jurisdiction of the court. It is the Reference that determines the scope and nature of issues referred to the court. The court cannot go beyond the subject matter referred to it.*

*In the present case, the Minister' reference was 'mengenai penempatan semula' (relocation) of the employees. The issue of transfer was outside the scope of the reference. In my view the Industrial Court had correctly confined itself to the issue of relocation.”*

[29] The law on jurisdiction of the Industrial Court to determine the matters in a trade dispute before the court is established and clear. While it is trite that the Industrial Court may only adjudicate disputes that have been properly referred to it under *section 26 of the IRA 1967*, it is equally settled that the Court possesses incidental powers to regulate its own proceedings under *section 29(g) of the IRA 1967*.

[30] In the present case, the trade dispute referred by the Honourable Minister to the Industrial Court pertains to the allegations against Rosman. The order sought by the Bank in its application is for the Court to direct the Union to cease and desist from making any postings, publications, statements, remarks, and/or comments in the press, on social media, and/or on its website against the Bank, or from carrying out picketing, in respect of the subject matter of the trade dispute pending before the Court, until the disposal of the said trade dispute.

[31] While a cease and desist order may, in certain circumstances, itself constitute a trade dispute within the meaning of *section 2 or section 26 of the IRA 1967*, in which case the Court may only adjudicate such a dispute if it has been properly referred under *section 26*, the Bank's application for a cease and desist order in the present case, properly viewed, does not constitute a substantive trade dispute within the meaning of *section 2 or section 26 of the IRA 1967*.

[32] It does not concern a dispute over employment, non-employment, terms of employment, or conditions of work. Rather, it is a procedural or interlocutory relief sought to ensure that the integrity of the Court's process is maintained pending the disposal of the main reference.

[33] In this regard, the power to grant such an order arises not from the trade dispute itself but from the Court's statutory power to regulate its own process under *section 28* and *section 29(g) of the IRA 1967*, which provide that the Court has the power "*to regulate its own procedure and proceedings as it thinks fit*" and "*generally to direct and do all such things as are necessary or expedient for the expeditious determination of the matter before it.*"

[34] These provisions enable the Court to make such orders as are necessary to ensure that the proceedings are not undermined by prejudicial public statements, misinformation, or acts that may affect the administration of justice.

[35] Accordingly, an application for a cease and desist order need not itself constitute a trade dispute or form the subject of a trade dispute, nor is it necessary for it to be expressly included in the Minister's reference under *section 26 of the IRA 1967*, provided that the order sought is incidental to or necessary for the fair and orderly conduct of the proceedings before the Court.

[36] To hold otherwise would render the Court powerless to protect the integrity of its proceedings or to prevent conduct that may prejudice the rights

of parties or the due administration of justice during the pendency of a trade dispute.

[37] If the Court cannot protect the integrity of its proceedings during a pending trade dispute, it would undermine the objective of *the IRA 1967* and Parliament's intention in establishing a framework for the orderly and fair resolution of disputes. The Court would also risk being perceived as a "*toothless tiger*", unable to enforce respect for its own process.

[38] Accordingly, with due respect to the learned Chairman, the Court is unable to agree with the legal position taken in *MCBA*, namely that the Industrial Court lacked the requisite jurisdiction to entertain and grant a cease and desist order when it was not part of the trade dispute referred to the Court.

[39] As for the *HSBC* case, it is clearly distinguishable on the facts, as the cease and desist order sought by the Bank in these proceedings does not constitute a substantive "trade dispute" within the meaning of *section 2 or section 26 of the IRA 1967*.

[40] Mr. Ravi submitted that although the order sought by the Bank was couched as a cease and desist order, it was in effect an application to injunct the Union.

[41] In this regard, Mr. Ravi cited the well-known case of *Keet Gerald Francis Noel v Mohd Noor bin Abdullah & Ors [1995] 1 CLJ 293*, which sets out the

three-tier test applicable to an application for an interim injunction. He submitted at length that the Bank's application failed to satisfy the second and third limbs of the test.

[42] Suffice it to say at this juncture that it is well established that the Industrial Court has neither the power nor the jurisdiction to grant injunctions. In the present case, however, the Court is concerned with an interim order regulating the conduct of the parties during the pendency of the proceedings, which is not an injunction in the true sense of the word.

[43] Rather, it is an ancillary order made to preserve the status quo, to prevent the escalation of the dispute, and to ensure the orderly conduct of the proceedings before the Court.

[44] It does not arise from the Court's injunctive powers, which it does not possess, but from the Court's powers or authority to regulate its own process and to ensure that the adjudication of the dispute referred to it under the *IRA 1967* is carried out effectively and without disruption.

[45] As such, it is not necessary to delve into a discussion of *Keet Gerald Francis Noel* or the test for the granting of interlocutory injunctions, as these are not applicable in the present context.

[46] Ms. Janice made reference to cases in other commonwealth jurisdictions where *quasi judicial* tribunal had granted cease and desist order to police the

industrial actions after a complaint had been lodged to the employment tribunal.

[47] She cited the case of *Vidyut Metallica Pvt Ltd v Maharashtra Rajya Rashriya Kamgar Sangh and Others* [2008] SCC Online Bom 303, where the Indian High Court, in construing section 30(1) of the *Maharashtra Recognition of Trade Unions and Prevention of Unfair Labour Practices Act 1971*, held that no civil court shall entertain any suit in respect of a matter falling within the jurisdiction of the Industrial Court or Labour Court, and that injunctive relief in such matters should be sought before those courts.

[48] She also referred to the New Zealand case of *Burrows v Moore, Commissioner of Rangiora High School* [2016] NZERA Christchurch 93, where the Employment Relations Authority, pursuant to section 10 of the Employment Relations Act 2000, made a non-publication order in respect of evidence and witnesses adduced in the proceedings as follows:

*“[21] The reality is that comments made on social media networks can readily permeate into real – life networks. Facebook posts have a permanence and potential audience that casual conversations around the water cooler at work or an after – hours social gathering do not.*

*[22] Ms. Burrows has demonstrate that she is prepared to continue to comment on her case even in light of the application*

*for non – publication orders. Of particular concern to the Commissioner is that evidence given by witnesses may be posted online and thereby be made available to the public at large thereby leading to witnesses being intimidated.*

[23] *I am satisfied that making non-publication orders relating to the evidence and names of witnesses up to the date of the investigation meeting, will neither prevent speech.*

....

[26] *The authority's role is to resolve employment relationship problems by establishing the facts and making a determination according to the substantial merits of the case.<sup>12</sup> **It is in the public interest that the independence and impartiality of the decision-making process not be undermined. It is also in the public interest that conduct which may be prejudiced, or appear to be prejudiced to a fair hearing be prevented.***

*[Emphasis added]*

[49] Notwithstanding that there is no corresponding provisions under *the IRA 1967*, it is noted that other jurisdictions have recognised the need for *quasi-judicial* tribunals, such as the Industrial Court, to have the power to protect their decision-making processes from being undermined.

[50] Such powers are necessary to preserve the integrity of the proceedings, to prevent interference with the administration of justice, and to ensure that the tribunal can effectively discharge its statutory functions without disruption or intimidation.

[51] The Court agrees with Ms. Janice's submission that *sections 29(g), 30(1), 30(4), 30(5), 30(5A), 30(6) and 30(7)* of the IRA 1967, when read together, are sufficiently wide to be interpreted as vesting in the Court the power to grant orders necessary to protect its decision-making process from being undermined.

[52] The Court is guided by the purposive approach to statutory interpretation as provided under *section 17A of the Interpretation Acts 1948 and 1967* which states as follows:

*"In the interpretation of a provision of an Act, a construction that would promote the purpose or object underlying the Act (whether that purpose or object is expressly stated in the Act or not) shall be preferred to a construction that would not promote that purpose or object."*

[53] In *R (Quintavalle) v Secretary of State for Health [2003] 2 AC 687*, where the House of Lords emphasised that statutory provisions should be interpreted to give effect to the purpose of the legislation and to cover new situations falling within the mischief the statute was intended to address.

[54] The Court is also mindful of the approach in *Nothman v Barnet London Borough Council* [1978] 1 WLR 220, where Lord Denning MR underscored that social legislation, including employment laws, ought to be interpreted liberally to ensure that technicalities do not frustrate the attainment of statutory objectives.

[55] *The IRA 1967* is a social legislation enacted to promote industrial harmony and to provide effective mechanisms for the resolution of trade disputes.

[56] It would defeat the object and purpose of *the IRA 1967* if the Court were rendered powerless to grant orders necessary to safeguard the integrity of its proceedings and the efficacy of its awards, merely because such powers are not expressly enumerated in *the IRA 1967*.

[57] As such, the Court holds that it has the power, within the statutory framework of *the IRA 1967*, to issue orders regulating the conduct of parties during the pendency of proceedings where such orders are necessary to protect the integrity of its decision-making process and to ensure the orderly conduct of its proceedings.

[58] This power, imbued by the statutory framework under which the Court operates, is necessary to enable the Court to effectively discharge its mandate to determine matters referred to it under *the IRA 1967*, and to ensure that the

proceedings before the Court are conducted in an orderly manner, free from interference, and in accordance with the proper administration of justice.

[59] Such orders, while not injunctive in the strict sense, are ancillary to the Court's statutory functions and are necessary for the fair and effective determination of the matter before the Court.

#### *Union's Conduct in Question*

[60] Dato' Brian Jit Singh in the Bank's affidavits averred that KWL permitted the Union to disseminate and/or publish false narration of the events in relation to the allegations of sexual harassment on social media, namely the Union's website and Facebook page, and during nationwide pickets since 14.08.2024.

[61] He produced and exhibited copies of articles and postings by the Union on social media and photographs taken at the pickets organised by the Union in the Bank's affidavit. The details and brief descriptions of these are as follows:

- (a) posting on the Union's Facebook page dated 14.8.2024 claiming to have exposed a case of sexual harassment within the Bank (<https://www.facebook.com/NUBE.Malaysia/posts/pfbid08NUitxcdPVfy5LftEttTeqkZxKGuwumrQWj5z11yu9EJBXLLu1voS98Lw2a79puQI>);
- (b) posting on the Union's Facebook page dated 15.8.2024 claiming "disgusting acts of sexual harassment" within the Bank

<https://www.facebook.com/NUBE.Malaysia/posts/pfbid02chSALfwxLzqsYM9F67vUNuVtkogAUqgmFjXwLJq1nK2PhhA41VZph4NvHcBbu5t1l>);

- (c) posting on the Union's Facebook page dated 16.8.2024 referring to En. Rosman

<https://www.facebook.com/NUBE.Malaysia/posts/pfbid0DfaTLrvsxs9bDterFuCjVMdW7UM4sETZJoFxCEjtyojf7Bom1Ki6ySPw9ijfjBEfl>);

- (d) posting on the Union's Facebook page dated 16.8.2024 claiming that "En. Rosman Jamaluddin sent vile messages to a young female NUBE member under his supervision"

<https://www.facebook.com/NUBE.Malaysia/posts/pfbid035JgYka7D8v2H8AiWZ2DJEDuL5SaVTyMhg3nvTvgSvii62ngKEbzUTDJYAzeRPRmXI> );

- (e) posting on the Union's Facebook page dated 18.8.2024 relating to a picket at Maybank, Jln Sultan Idris Shah, Ipoh which includes posters claiming the Bank "*condones sexual harassment on B40*"

[https://www.facebook.com/NUBE.Malaysia/posts/pfbid0JuHpvUr7kv99YezT\\_zbH65efnxgibW4mJFj9RTkdxCZFRfB4S9FeKxitwiBY9Dna8l](https://www.facebook.com/NUBE.Malaysia/posts/pfbid0JuHpvUr7kv99YezT_zbH65efnxgibW4mJFj9RTkdxCZFRfB4S9FeKxitwiBY9Dna8l));

- (f) posting on the Union's Facebook page dated 18.8.2024 relating to a picket at Maybank, City Square, Johor Bahru which includes posters claiming the Bank "*condones sexual harassment on B40*"

<https://www.facebook.com/NUBE.Malaysia/posts/pfbid02EsFc6wYvq7thaT16uczFaUepiGU3vHwtmmDcrFJwdMvaf3rCmV86az2aDcbFLGhil>);

- (g) posting on the Union's Facebook page dated 18.8.2024 relating to a picket at Bukit Bintang, Kuala Lumpur which includes posters claiming the Bank condones sexual harassment (<https://www.facebook.com/NUBE.Malaysia/posts/pfbid02KsRYDRt7WLjcbmriWS13spzwt63zFHywvvnLGzfoisf48beP3nZbxNtdcJQqVquWI>);
- (h) posting on the Union's Facebook page dated 18.8.2024 relating to a picket at Maybank, Penang Road (Komtar), Pulau Pinang which includes posters claiming that the CEO of the Bank "condones sexual harassment" (<https://www.facebook.com/NUBE.Malaysia/posts/pfbid0EoYH839ero8D68GCGcjMqFRkdY52UbphV3uJWQWYTg9Ws2yX5WfGPcYfEPXDKFHpl>);
- (i) posting on the Union's Facebook page dated 18.8.2024 relating to a picket at Maybank, Jln. Kebun Sultan, Kota Bharu (<https://www.facebook.com/NUBE.Malaysia/posts/pfbid02p5PdCAVeNNB3oEfzty3YSdUp7oXG27uXS81pLL9rBzFVY9koHCn9ReurneNrKN7I>);
- (j) posting on the Union's Facebook page dated 21.8.2024 relating to a picket at Maybank, Jln Dato Bandar Tunggal, Seremban which includes posters claiming that the Bank condones sexual harassment (<https://www.facebook.com/NUBE.Malaysia/posts/pfbid0x8bLJPpweJF1m43gNbNDckmbEMPmL5QD8SV28rHC13etncfQGmTKhDT23fqmox1tl>) ;

- (k) posting on the Union's Facebook page dated 22.8.2024 claiming that "mangsa gangguan seksual di Maybank kini dikenakan hukuman setelah berani melaporkan perlakuan tak senonoh oleh pegawai atasan" (<https://www.facebook.com/NUBE.Malaysia/posts/pfbid025Vw2efkAC3YQhs2c7tiZ867GzVnLxCMQSTrPUNy1yD2PSEnhzuueXwWEBvSQDax4I>);
- (l) article titled "Sexual harassment victim punished, says union" dated 22.8.2024 on the news portal, the Vibes.com ([https://www.thevibes.com/articles/news/103187/sexual-harassment-victim-punished-says-union?fbclid=IwY2xjawGyiC1leHRuA2FibQIxMQABHeMkYTiRkuwuP\\_TSyWK\\_dPaYZ8AY1gZxJ67nSNmh\\_INEcHWX0sw7PkpdA\\_aem\\_bA5PXuoo2bSI4xmjXWukQg](https://www.thevibes.com/articles/news/103187/sexual-harassment-victim-punished-says-union?fbclid=IwY2xjawGyiC1leHRuA2FibQIxMQABHeMkYTiRkuwuP_TSyWK_dPaYZ8AY1gZxJ67nSNmh_INEcHWX0sw7PkpdA_aem_bA5PXuoo2bSI4xmjXWukQg));
- (m) posting on the Union's Facebook page dated 22.8.2024 claiming that a victim of sexual harassment suspended for seeking justice (<https://www.facebook.com/NUBE.Malaysia/posts/pfbid02R2DsZvqVXcergAAPfXz3ZdhruVLLEvhWWzWQtmL3fHvtZri9s3SiNY18nagPMMXpl>);
- (n) posting on the Union's Facebook page dated 22.8.2024 claiming that "Mangsa gangguan seksual di sebuah bank di Ipoh kini menghadapi penggantungan kerja selepas melaporkan kejadian tersebut kepada NUBE dan pihak polis"

<https://www.facebook.com/NUBE.Malaysia/posts/pfbid0vm654627dKX41xoHAmENvNiLY8HxxBAmf8EcUzAfYGkQG4FPMfRkVha1NiztN5JQI> );

- (o) article titled “Sexual harassment victim punished, says union” dated 22.8.2024 published on the news portal, The Malaysian Insight ([https://www.themalaysianinsight.com/s/486835?fbclid=IwY2xjawGyiMJJeHRuA2FibQIxMQABHdPm9A6-wCVLAm1ZIXfEYdaw1e0kFCEEdE6kPWSpLyqEnbPvh3YubjTOQ\\_aem\\_ts1uQqOKuRoa9kEyi5Kq3g](https://www.themalaysianinsight.com/s/486835?fbclid=IwY2xjawGyiMJJeHRuA2FibQIxMQABHdPm9A6-wCVLAm1ZIXfEYdaw1e0kFCEEdE6kPWSpLyqEnbPvh3YubjTOQ_aem_ts1uQqOKuRoa9kEyi5Kq3g));
- (p) posting on the Union’s Facebook page dated 23.8.2024 relating to a picket at Maybank, Jln Kebun Sultan, Kota Bharu (<https://www.facebook.com/NUBE.Malaysia/posts/pfbid034RgTYh1MkrIpYYzLhqDNQrhRtAfiWmo6jeGTtU3goVcgycZSXysz3Mn5o53M2k13I>);
- (q) video posting on the Union’s Facebook page dated 23.8.2024 claiming that the Bank suspended a victim of sexual harassment (<https://www.facebook.com/reel/484008527674827> );
- (r) posting on the Union’s Facebook page dated 24.8.2024 claiming that the Bank has “chosen to punish the victim instead of holding the harasser accountable” (<https://www.facebook.com/NUBE.Malaysia/posts/pfbid02G6TVh5dz8Kc6nyfNkXyR12amda3pLk5Lb5FXZ6YRfW6DKfcwJNFBWx1wpcHnzquXI> );

- (s) Article titled “Mangsa Gangguan Seksual Dihukum Sementara Pelaku Terus Bebas” dated 24.8.2024 posted on the Union’s website ([https://www.nube.org.my/singlepost/7329?fbclid=IwY2xjawGylltleHRuA2FibQIxMQABHURP2RwjKZKyJth5mE-Nb1kRoDdLJcAEF91iSqn2XccFQL0bzns9MnS\\_Ow\\_aem\\_M5TOoGQ-DyY12vtiwC4PrA](https://www.nube.org.my/singlepost/7329?fbclid=IwY2xjawGylltleHRuA2FibQIxMQABHURP2RwjKZKyJth5mE-Nb1kRoDdLJcAEF91iSqn2XccFQL0bzns9MnS_Ow_aem_M5TOoGQ-DyY12vtiwC4PrA));
- (t) posting on the Union’s Facebook page dated 27.8.2024 claiming that En. Rosman “has relentlessly sexually harassed a young female NUBE member for over three years” (<https://www.facebook.com/NUBE.Malaysia/posts/pfbid0TtDsTyHzEt772VDgNENmZDi72BsDjLwcbeGo4p2GCgVAgnbXfKgdHKTeyJsb59yjl>);
- (u) Posting on Union’s Facebook page dated 27.8.2024 claiming that “ a NUBE member has been enduring relentless sexual harassment for three years by a superior, En. Rosman Jamaluddin” (<https://www.facebook.com/NUBE.Malaysia/posts/pfbid02CuM3qZMzYMdtUn1tTJRmQWUv9me3xzDXjfQRk4hhF76BgiHuKRJzFfsufxsKBXMgl>);
- (v) Posting on Union’s Facebook page dated 27.8.2024 claiming “Mangsa Gangguan Seksual Maybank Masih Digantung Kerja” (<https://www.facebook.com/NUBE.Malaysia/posts/pfbid0awm6RDBwTzkegy274wxsHy6MvheTLUGhpingnR9uyKFgeH5FHg9firxsekGLWvosl>);

- (w) Posting on Union's Facebook page dated 27.8.2024 referring to alleged sexual harassment in the Bank (<https://www.facebook.com/NUBE.Malaysia/posts/pfbid0wnwBPuyWY1K3RRREbock8LHRnYi98QHsLTq8Y6avaCAKZFrZFpwAZd9ukbA3m5ZQl>);
- (x) Posting on Union's Facebook page dated 27.8.2024 relating to a picket at Maybank, Jelapang, Ipoh which includes posters claiming CEO of the Bank condones sexual harassment (<https://www.facebook.com/NUBE.Malaysia/posts/pfbid035U5GEmNj937fvbHKBvuGyUeP28cUxb5vbbPNzmtNvbJiYcHQBDErPPGBnjspnQbol>);
- (y) Posting on Union's Facebook page dated 27.8.2024 relating to a picket at Maybank, Jalan Tun HS Lee, Kuala Lumpur which includes posters claiming the Bank promotes sexual harassment (<https://www.facebook.com/NUBE.Malaysia/posts/pfbid0gmYjS4aruwdezYNdWQTMncv1RPvqTeW1MuZrZ2J1J8LnFgVJ6pETcGCRPX8sxxg8Wl>) ;
- (z) Posting on Union's Facebook page dated 27.8.2024 relating to a picket at Maybank, KOMTAR, Penang which includes posters claiming that CEO of the Bank promotes sexual harassment (<https://www.facebook.com/NUBE.Malaysia/posts/pfbid02t8xTuK8o92UqnPGdGFaTHrRX8J3XpMsxYf3EENoXBkUxKRKJutFuxX2TzWKWYdkLl>);

- (aa) Posting on Union's Facebook page dated 27.8.2024 relating to a picket at Maybank, Jalan Dato Bandar Tunggal, Seremban (<https://www.facebook.com/NUBE.Malaysia/posts/pfbid02Z9uDuFY79xH6anVqoxYdqtbbsCYwfdDZqpcY61bjt2NKW9ZdPJnFB8JvMX8Y76dXal>);
- (ab) Video posting on Union's Facebook page dated 28.8.2024 relating to the claim of sexual harassment against En. Rosman (<https://www.facebook.com/reel/1213413356460612>);
- (ac) Posting on Union's Facebook page dated 27.8.2024 claiming that the Union is seeking justice from the Bank for a sexual harassment victim ([https://www.facebook.com/NUBE.Malaysia/posts/pfbid027pokQxqpiEtn\\_t2PzQqhuNqDU1TWrkMgDqdZd9NMWco5WBv7am3BFB7QTeFAJ8pSP](https://www.facebook.com/NUBE.Malaysia/posts/pfbid027pokQxqpiEtn_t2PzQqhuNqDU1TWrkMgDqdZd9NMWco5WBv7am3BFB7QTeFAJ8pSP));
- (ad) Posting on Union's Facebook page dated 28.8.2024 relating to a picket at Maybank, Jalan Sultan Idris Shah, Ipoh which includes posters claiming that the Bank condones sexual harassment (<https://www.facebook.com/NUBE.Malaysia/posts/pfbid0eS8LkkiKjdqxD6FguRffgwzFFTjXm1T4uBFV4mtiGfsCssnBV2MKPYNG5H9Ctg1vl>);
- (ae) Posting on Union's Facebook page dated 28.8.2024 relating to a picket at Maybank, River City, Jln. Ipoh, Kuala Lumpur which includes posters claiming that the Bank condones sexual harassment

<https://www.facebook.com/NUBE.Malaysia/posts/pfbid02EtcV5CScb4VZ8wgZRQy7jiiM5QuaXCHr1e59pgXjcR7nouCwboz5wGNHwbzqJVHI>);

- (af) Posting on Union's Facebook page dated 28.8.2024 claiming that a member has been suspended by the Bank for speaking out against sexual harassment by En. Rosman

<https://www.facebook.com/NUBE.Malaysia/posts/pfbid0N38FHvUsVWbAkBWQQTvTMVGi9D4uN5K4eLdH8K6SxX1PfpGHMzT2Zu8veCgxE5z7>);

- (ag) Posting on Union's Facebook page dated 28.8.2024 relating to a picket at Maybank, Graha Peladang, Jln. Hang Tuah, Melaka which includes posters claiming the Bank condones sexual harassment

<https://www.facebook.com/NUBE.Malaysia/posts/pfbid0MiT5Q2nJuQhUaLgTX2RksevfJ1jetLy9fgdNNR4TSVYY5BffSV2KnqHDKZY2GcqPI> );

- (ah) Posting on Union's Facebook page dated 28.8.2024 relating to a picket at Maybank, MWE Plaza, Penang which includes posters claiming the Bank condones sexual harassment and refers to En. Rosman as "gatal & miang"

<https://www.facebook.com/NUBE.Malaysia/posts/pfbid02pHQPJTC8mHoTfvysi2nM8uiySXxYRHVEAmsq9btmaGoCzoz6kXwUmKqDBZQDXqi>);

- (ai) Posting on Union's Facebook page dated 29.8.2024 relating to a press statement in respect of the alleged sexual harassment in Maybank Bercham  
[https://www.facebook.com/NUBE.Malaysia/posts/891107733047054?ref=embed\\_post](https://www.facebook.com/NUBE.Malaysia/posts/891107733047054?ref=embed_post) and  
[https://www.facebook.com/NUBE.Malaysia/posts/891105219713972?ref=embed\\_post](https://www.facebook.com/NUBE.Malaysia/posts/891105219713972?ref=embed_post));
- (aj) Posting on Union's Facebook page dated 29.8.2024 referring to the news article published in Kwong Wah relating to the pickets held at Maybank Bercham, Ipoh  
[https://www.facebook.com/NUBE.Malaysia/posts/891071446384016?ref=embed\\_post](https://www.facebook.com/NUBE.Malaysia/posts/891071446384016?ref=embed_post));
- (ak) Posting on Union's Facebook page dated relating to the confirmation from the police that a report has been made by an employee of the Bank  
[https://www.facebook.com/NUBE.Malaysia/posts/891047649719729?ref=embed\\_post](https://www.facebook.com/NUBE.Malaysia/posts/891047649719729?ref=embed_post));
- (al) Posting on Union's Facebook page dated 29.8.2024 referring to the news article published in Sin Chew relating to the pickets held at Maybank Bercham, Ipoh  
[https://www.facebook.com/NUBE.Malaysia/posts/891024026388758?ref=embed\\_post](https://www.facebook.com/NUBE.Malaysia/posts/891024026388758?ref=embed_post));

- (am) Video posting on Union's Facebook page dated 29.8.2024 relating to the alleged sexual harassment by En. Rosman (<https://www.facebook.com/reel/1747584172713393> );
- (an) Posting on Union's Facebook page dated 29.8.2024 relating to the alleged sexual harassment ([https://www.facebook.com/NUBE.Malaysia/posts/890965296394631?ref=embed\\_post](https://www.facebook.com/NUBE.Malaysia/posts/890965296394631?ref=embed_post));
- (ao) Posting on Union's Facebook page dated 29.8.2024 relating to a picket at Maybank Bercham, Ipoh which includes posters claiming the Bank condones sexual harassment ([https://www.facebook.com/NUBE.Malaysia/posts/890924303065397?ref=embed\\_post](https://www.facebook.com/NUBE.Malaysia/posts/890924303065397?ref=embed_post));
- (ap) Posting on Union's Facebook page dated 30.8.2024 stating "bank officer is under police investigation following serious allegations of sexual harassment" ([https://www.facebook.com/NUBE.Malaysia/posts/891949646296196?ref=embed\\_post](https://www.facebook.com/NUBE.Malaysia/posts/891949646296196?ref=embed_post));
- (aq) Article titled "Polis siasat pegawai bank disyaki laku gangguan seksual" dated 30.8.2024 published on the news portal, Free Malaysia Today (<https://www.freemalaysiatoday.com/category/bahasa/tempatan/2024/08/30/polis-siasat-pegawai-bank-disyaki-laku-gangguan->

[seksual/?fbclid=IwY2xjawGym3dleHRuA2FibQIxMQABHQC1EphcZoxy53D611VX5AL1f20Hu6Nub1C\\_93SoyKRKKNb40GT5G5SQDQ\\_aem\\_k99r4Aw28eI7bP8zFtauag\);](https://www.facebook.com/NUBE.Malaysia/posts/891914246299736?ref=embed_post)

- (ar) Posting on Union's Facebook page dated 30.8.2024 claiming that the Bank is attempting to mislead and manipulate ([https://www.facebook.com/NUBE.Malaysia/posts/891914246299736?ref=embed\\_post](https://www.facebook.com/NUBE.Malaysia/posts/891914246299736?ref=embed_post) and [https://www.facebook.com/NUBE.Malaysia/posts/891912179633276?ref=embed\\_post](https://www.facebook.com/NUBE.Malaysia/posts/891912179633276?ref=embed_post) );
- (as) Posting on Union's Facebook page dated 30.8.2024 calling for investigations into the Bank ([https://www.facebook.com/NUBE.Malaysia/posts/891842312973596?ref=embed\\_post](https://www.facebook.com/NUBE.Malaysia/posts/891842312973596?ref=embed_post));
- (at) Article titled "Union calls for investigation into bank's top management" dated 30.8.2024 ([https://www.thevibes.com/articles/news/103243/union-calls-for-investigation-into-banks-top-management?fbclid=IwY2xjawGynBNleHRuA2FibQIxMQABHVq2\\_uSz7cgnEcTO5yprMIQ\\_3CocsZHZt8GUwRB3sn2VFHM\\_vUm-hutZQ\\_aem\\_Af9xUgqZti4F0BEo2rURkg\);](https://www.thevibes.com/articles/news/103243/union-calls-for-investigation-into-banks-top-management?fbclid=IwY2xjawGynBNleHRuA2FibQIxMQABHVq2_uSz7cgnEcTO5yprMIQ_3CocsZHZt8GUwRB3sn2VFHM_vUm-hutZQ_aem_Af9xUgqZti4F0BEo2rURkg);)

- (au) Posting on Union's Facebook page dated 30.8.2024 claiming that the Bank falsely claimed "kes gangguan seksual ini sedang dibicarakan di mahkamah sebagai alasan untuk mengelak daripada bertanggungjawab" (<https://www.facebook.com/NUBE.Malaysia/posts/pfbid02G447qPPqs41nqptnLTGmZXTyeZzY7pKLzqVzr2vT8zaTFUJButPkZDPqKTqjWCpsl> );
- (av) Posting on Union's Facebook page dated 30.8.2024 titled " NUBE Menolak Penafian Maybank Berkenaan Gangguan Seksual" ([https://www.facebook.com/NUBE.Malaysia/posts/891746029649891?ref=embed\\_post](https://www.facebook.com/NUBE.Malaysia/posts/891746029649891?ref=embed_post));
- (aw) Article titled "NUBE slams bank for harassment denial" dated 30.8.2024 published on the news portal, Sinar Daily ([https://www.sinardaily.my/article/221001/focus/national/nube-slams-bank-for-harassment-denial?fbclid=IwY2xjawGynJpleHRuA2FibQIxMQABHRB\\_oY4UI9oqNN6Vbk0hjzVYM5woFte0CcL9gRkMKRL72xLhb7oXyuHa1w\\_aem\\_MNMU72fCFu\\_fa2BRwGr8cA](https://www.sinardaily.my/article/221001/focus/national/nube-slams-bank-for-harassment-denial?fbclid=IwY2xjawGynJpleHRuA2FibQIxMQABHRB_oY4UI9oqNN6Vbk0hjzVYM5woFte0CcL9gRkMKRL72xLhb7oXyuHa1w_aem_MNMU72fCFu_fa2BRwGr8cA));
- (ax) Posting on Union's Facebook page dated 30.8.2024 titled "Piket Akan Diteruskan Terhadap Maybank Berhubung Dakwaan Gangguan Seksual!" (<https://www.facebook.com/NUBE.Malaysia/posts/pfbid0usRzzE2iWZuii zBKtJhZByUb8Dt33XC59h8WMmCXg5yyhPjMiPusx1UTMhQDeL11I>);

- (ay) Article titled “Pickets to continue against Maybank alleged sexual harassment” dated 30.8.2024 published on the news portal, The Malaysian Reserve  
[https://themalaysianreserve.com/2024/08/30/pickets-to-continue-against-maybank-alleged-sexual-harassment-allegations/?fbclid=IwY2xjawGynOtleHRuA2FibQIxMQABHWGayWIMIQXbEQF1F6ysKxC5x\\_ruKV07PptEbGOabucbtgwBa3\\_uoK2hDA\\_aem\\_3hEs-8krURv0ffWS\\_XUF9Q](https://themalaysianreserve.com/2024/08/30/pickets-to-continue-against-maybank-alleged-sexual-harassment-allegations/?fbclid=IwY2xjawGynOtleHRuA2FibQIxMQABHWGayWIMIQXbEQF1F6ysKxC5x_ruKV07PptEbGOabucbtgwBa3_uoK2hDA_aem_3hEs-8krURv0ffWS_XUF9Q));
- (az) Posting on Union’s Facebook page dated 30.8.2024 relating to a picket held at Maybank Islamic, Gunung Rapat, Ipoh which includes posters claiming the Bank condones sexual harassment  
[https://www.facebook.com/NUBE.Malaysia/posts/891633302994497?ref=embed\\_post](https://www.facebook.com/NUBE.Malaysia/posts/891633302994497?ref=embed_post));
- (ba) Posting on Union’s Facebook page dated 30.8.2024 relating to a picket held at Maybank, Jalan Meranti Merah, Johor Bahru referring to En. Rosman as “gila sex”  
[https://www.facebook.com/NUBE.Malaysia/posts/891607042997123?ref=embed\\_post](https://www.facebook.com/NUBE.Malaysia/posts/891607042997123?ref=embed_post));
- (bb) Posting on Union’s Facebook page dated 30.8.2024 relating to a picket held at Maybank, Wisma Genting, Jalan Sultan Ismail, KL which includes posters claiming the Bank “exploits workers women”

<https://www.facebook.com/NUBE.Malaysia/posts/891580806333080?r ef=embedpost>);

- (bc) Posting on Union's Facebook page dated 30.8.2024 relating to a picket held at Maybank, Jelutong, Penang which includes posters claiming the Bank promotes sexual harassment

<https://www.facebook.com/NUBE.Malaysia/posts/891554556335705?r ef=embedpost>);

- (bd) Posting on Union's Facebook page dated 30.8.2024 relating to a picket held at Maybank Jln Kebun Sultan, Kota Bharu which includes posters claiming the CEO of the Bank promotes sexual harassment

<https://www.facebook.com/NUBE.Malaysia/posts/891531913004636?r ef=embedpost>);

- (be) Posting on Union's Facebook page dated 31.8.2024 titled " Maybank Cuba Mengelirukan Pekerja dan Pemegang Saham!"

<https://www.facebook.com/NUBE.Malaysia/posts/892384209586073?r ef=embedpost>);

- (bf) Publication by the Union dated 30.8.2024 titled " Maybank's attempt to misdirect and manipulate workers and shareholders"

<https://focusmalaysia.my/maybanks-attempt-to-misdirect-and-manipulate-workers-and-shareholders/?fbclid=IwY2xjawGynu9leHRuA2FibQIxMQABHQIFiyLK5>

[OgncH7EqROts5FRukz77o5foGj2C4igaoAvFpBZliYFAwOeUg\\_aem\\_kle  
GT0p3sga-TjmE3BjiCQ](https://www.facebook.com/NUBE.Malaysia/posts/892358102922017?ref=embedpost));

- (bg) Posting on Union's Facebook page dated 31.8.2024 titled "Polis Siasat Pegawai Bank Bercham atas Dakwaan Gangguan Seksual!"

<https://www.facebook.com/NUBE.Malaysia/posts/892358102922017?ref=embedpost>);

- (bh) Article titled "Polis siasat pegawai bank disyaki ganggu kerani secara seksual" dated 31.8.2024 published on the news portal, Harian Metro

<https://www.hmetro.com.my/mutakhir/2024/08/1128755/polis-siasat-pegawai-bank-disyaki-ganggu-kerani-secara-seksual>);

- (bi) Posting on Union's Facebook page dated 31.8.2024 relating to a picket held at Maybank Menara DBKL 2, Jln Raja Laut, KL which includes posters claiming the CEO of the Bank promotes sexual harassment

<https://www.facebook.com/NUBE.Malaysia/posts/892334452924382?ref=embedpost>);

- (bj) Posting on Union's Facebook page dated 31.8.2024 relating to a picket held at Maybank, Jln Sultan Idris Shah, Ipoh which includes posters claiming CEO of the Bank promotes sexual harassment

<https://www.facebook.com/NUBE.Malaysia/posts/892309482926879?ref=embedpost>);

- (bk) Posting on Union's Facebook page dated 31.8.2024 relating to a picket held at Maybank, Seberang Jaya which includes posters claiming CEO of the Bank promotes sexual harassment (<https://www.facebook.com/NUBE.Malaysia/posts/892255809598913?ref=embedpost>);
- (bl) Posting on Union's Facebook page dated 31.8.2024 relating to a picket held at Maybank, Jln Rahmat, Batu Pahat which includes posters referring to En. Rosman as "Gila sex" (<https://www.facebook.com/NUBE.Malaysia/posts/892213592936468?ref=embedpost>);
- (bm) Posting on Union's Facebook page dated 1.9.2024 stating " why is Maybank, a GLC, still not taking action against Rosman Jamaluddin" ([https://www.facebook.com/NUBE.Malaysia/posts/893078066183354?ref=embed\\_post](https://www.facebook.com/NUBE.Malaysia/posts/893078066183354?ref=embed_post));
- (bn) Posting on Union's Facebook page dated 1.9.2024 titled "Is Maybank the Modern Colonial Oppressor in Malaysia?" ([https://www.facebook.com/NUBE.Malaysia/posts/892996246191536?ref=embed\\_post](https://www.facebook.com/NUBE.Malaysia/posts/892996246191536?ref=embed_post));
- (bo) Posting on Union's Facebook page dated 3.9.2024 relating to a picket held at Maybank Setapak, KL which includes posters claiming the Bank

promotes sexual harassment

([https://www.facebook.com/NUBE.Malaysia/posts/894232616067899?ref=embed\\_post](https://www.facebook.com/NUBE.Malaysia/posts/894232616067899?ref=embed_post));

- (bp) Posting on Union's Facebook page dated 3.9.2024 relating to a picket held at Maybank Jelapang, Ipoh which includes posters claiming the Bank promotes sexual harassment

([https://www.facebook.com/NUBE.Malaysia/posts/894207786070382?ref=embed\\_post](https://www.facebook.com/NUBE.Malaysia/posts/894207786070382?ref=embed_post));

- (bq) Posting on Union's Facebook page dated 3.9.2024 relating to a picket held at Maybank, Jln Dato Bandar Tunggal, Seremban which includes posters claiming the Bank condones sexual harassment

([https://www.facebook.com/NUBE.Malaysia/posts/894181319406362?ref=embed\\_post](https://www.facebook.com/NUBE.Malaysia/posts/894181319406362?ref=embed_post));

- (br) Posting on Union's Facebook page dated 3.9.2024 relating to a picket held at Maybank KOMTAR, Penang which includes posters claiming the Bank condones sexual harassment

(<https://www.facebook.com/NUBE.Malaysia/posts/894156256075535?ref=embedpost>);

- (bs) Posting on Union's Facebook page dated 3.9.2024 relating to a picket held at Kota Bharu which includes posters claiming the Bank condones sexual harassment

<https://www.facebook.com/NUBE.Malaysia/posts/894133076077853?ref=embedpost>);

- (bt) Posting on Union's Facebook page dated 4.9.2024 relating to a picket held at Maybank JSIS, Ipoh which includes posters claiming the Bank condones sexual harassment

<https://www.facebook.com/NUBE.Malaysia/posts/894871506004010?ref=embedpost>);

- (bu) Posting on Union's Facebook page dated 4.9.2024 relating to a picket held at Maybank, Jelutong, Penang which includes posters claiming the Bank condones sexual harassment

<https://www.facebook.com/NUBE.Malaysia/posts/894846539339840?ref=embedpost>);

- (bv) Posting on Union's Facebook page dated 4.9.2024 relating to a picket held at Maybank, Jln Telawi, Bangsar, KL which includes posters claiming the Bank exploits "workers women"

<https://www.facebook.com/NUBE.Malaysia/posts/894816506009510?ref=embedpost>);

- (bw) Posting on Union's Facebook page dated 4.9.2024 relating to a picket held at Maybank, Wakaf Siku, Kota Bharu which includes posters claiming the Bank defends "pelaku gilo seks"

<https://www.facebook.com/NUBE.Malaysia/posts/894789729345521?ref=embedpost>);

[ef=embedpost](#));

- (bx) Posting on Union's Facebook page dated 4.9.2024 relating to a picket held at Maybank Jln Persisiran Perling, JB which includes posters claiming the Bank condones sexual harassment (<https://www.facebook.com/NUBE.Malaysia/posts/894766172681210?r>

[ef=embedpost](#));

- (by) Posting on Union's Facebook page dated 5.9.2024 relating to a picket held at Maybank, Jln Kebun Sultan, Kota Bharu which includes posters claiming the Bank defends "pelaku gilo seks" (<https://www.facebook.com/NUBE.Malaysia/posts/895518189272675?r>

[ef=embedpost](#));

- (bz) Posting on Union's Facebook page dated 5.9.2024 relating to a picket held at Maybank, Greentown, Ipoh which includes posters referring to En. Rosman as "tak tahu malu" (<https://www.facebook.com/NUBE.Malaysia/posts/895491669275327?r>

[ef=embedpost](#));

- (ca) Posting on Union's Facebook page dated 5.9.2024 relating to a picket held at Maybank, Jalan Medan Tuanku, KL which includes posters claiming that the Bank condones sexual harassment (<https://www.facebook.com/NUBE.Malaysia/posts/895464839278010?r>

[ef=embedpost](#));

- (cb) Posting on Union's Facebook page dated 5.9.2024 relating to a picket held at Maybank, SBRG JAYA, Penang which includes posters claiming that the Bank condones sexual harassment  
<https://www.facebook.com/NUBE.Malaysia/posts/895437569280737?ref=embedpost>);
- (cc) Posting on Union's Facebook page dated 5.9.2024 relating to a picket held at Maybank, Jln Hang Tuah, Melaka which includes posters claiming that the Bank condones sexual harassment  
[https://www.facebook.com/NUBE.Malaysia/posts/895411275950033?ref=embed\\_post](https://www.facebook.com/NUBE.Malaysia/posts/895411275950033?ref=embed_post));
- (cd) Posting on Union's Facebook page dated 6.9.2024 titled ""Tiada Rundingan, Tiada Penghujung Piket!" – NUBE"  
[https://www.facebook.com/NUBE.Malaysia/posts/896121879212306?ref=embed\\_post](https://www.facebook.com/NUBE.Malaysia/posts/896121879212306?ref=embed_post));
- (ce) Article titled "No negotiation, no end to picketing, says NUBE VP over harassment case" dated 5.9.2024 published on news portal, Sinar Daily  
<https://www.sinardaily.my/article/221134/focus/national/no-negotiation-no-end-to-picketing-says-nube-vp-over-harassment-case?fbclid=IwY2xjawGyp05leHRuA2FlbQIxMQABHcMcRVvIw8dnUczEKrbKIKxewuH->

[fe65OSysZJGWII4UQGLiWsdWyUObQ\\_aem\\_3PIc00Y57DRGT9vggnC](https://www.facebook.com/NUBE.Malaysia/posts/897598055731355?rfe65OSysZJGWII4UQGLiWsdWyUObQ_aem_3PIc00Y57DRGT9vggnC)  
[REg](#));

(cf) Posting on Union's Facebook page dated 8.9.2024 relating to a picket held at Maybank Tower, Kuala Lumpur

[https://www.facebook.com/NUBE.Malaysia/posts/897598055731355?ref=embed\\_post](https://www.facebook.com/NUBE.Malaysia/posts/897598055731355?ref=embed_post));

(cg) Posting on Union's Facebook page dated 9.9.2024 relating to a police report filed over sexual harassment at Maybank

[https://www.facebook.com/NUBE.Malaysia/posts/898270958997398?ref=embed\\_post](https://www.facebook.com/NUBE.Malaysia/posts/898270958997398?ref=embed_post));

(ch) Posting on Union's Facebook page dated 15.9.2024 summarizing the MEGA picket on 7.9.2024

[https://www.facebook.com/NUBE.Malaysia/posts/902344988589995?ref=embed\\_post](https://www.facebook.com/NUBE.Malaysia/posts/902344988589995?ref=embed_post));

(ci) Posting on Union's Facebook page dated 17.9.2024 on picketing on the issue of sexual harassment

[https://www.facebook.com/NUBE.Malaysia/posts/903823895108771?ref=embed\\_post](https://www.facebook.com/NUBE.Malaysia/posts/903823895108771?ref=embed_post));

(cj) Posting on Union's Facebook page dated 18.9.2024 announcing pickets across several locations on 21.9.2024

[https://www.facebook.com/NUBE.Malaysia/posts/904728618351632?ref=embed\\_post](https://www.facebook.com/NUBE.Malaysia/posts/904728618351632?ref=embed_post));

- (ck) Posting on Union's Facebook page dated 19.9.2024 calling for immediate action from Bank to stop protecting sexual harassment perpetrators and punishing victims

[https://www.facebook.com/NUBE.Malaysia/posts/905202494970911?ref=embed\\_post](https://www.facebook.com/NUBE.Malaysia/posts/905202494970911?ref=embed_post));

- (cl) Posting on Union's Facebook page dated 20.9.2024 on the issue of why they are picketing

[https://www.facebook.com/NUBE.Malaysia/posts/906024108222083?ref=embed\\_post](https://www.facebook.com/NUBE.Malaysia/posts/906024108222083?ref=embed_post));

- (cm) Posting on Union's Facebook page dated 20.9.2024 on the picket on 21.9.2024

[https://www.facebook.com/NUBE.Malaysia/posts/906175834873577?ref=embed\\_post](https://www.facebook.com/NUBE.Malaysia/posts/906175834873577?ref=embed_post));

- (cn) Posting on Union's Facebook page dated 21.9.2024 on the issue of why they are picketing

[https://www.facebook.com/NUBE.Malaysia/posts/906698814821279?ref=embed\\_post](https://www.facebook.com/NUBE.Malaysia/posts/906698814821279?ref=embed_post));

- (co) Posting on Union's Facebook page dated 21.9.2024 relating to a Sin

Chew article reporting the peaceful protest held across five locations

[https://www.facebook.com/NUBE.Malaysia/posts/906916144799546?ref=embed\\_post](https://www.facebook.com/NUBE.Malaysia/posts/906916144799546?ref=embed_post));

(cp) Posting on Union's Facebook page dated 22.9.2024 relating to a picket held in Maybank City Square, Johor Bahru

[https://www.facebook.com/NUBE.Malaysia/posts/907265484764612?ref=embed\\_post](https://www.facebook.com/NUBE.Malaysia/posts/907265484764612?ref=embed_post));

(cq) Posting on Union's Facebook page dated 22.9.2024 relating to a picket held in Maybank, Jalan Kebun Sultan, Kota Bharu

[https://www.facebook.com/NUBE.Malaysia/posts/907307648093729?ref=embed\\_post](https://www.facebook.com/NUBE.Malaysia/posts/907307648093729?ref=embed_post));

(cr) Posting on Union's Facebook page dated 22.9.2024 relating to a picket held in Maybank, Komtar, Penang

[https://www.facebook.com/NUBE.Malaysia/posts/907356554755505?ref=embed\\_post](https://www.facebook.com/NUBE.Malaysia/posts/907356554755505?ref=embed_post));

(cs) Posting on Union's Facebook page dated 22.9.2024 relating to a picket held in Maybank JSIS, Ipoh

[https://www.facebook.com/NUBE.Malaysia/posts/907401894750971?ref=embed\\_post](https://www.facebook.com/NUBE.Malaysia/posts/907401894750971?ref=embed_post));

(ct) Posting on Union's Facebook page dated 22.9.2024 relating to a picket

held in Maybank, Kuantan

[https://www.facebook.com/NUBE.Malaysia/posts/907447014746459?ref=embed\\_post](https://www.facebook.com/NUBE.Malaysia/posts/907447014746459?ref=embed_post));

- (cu) Posting on Union's Facebook page dated 25.9.2024 relating to a picket to be held at Maybank, Jalan Kebun Sultan, Kota Bharu on amongst others, issues of sexual harassment

[https://www.facebook.com/NUBE.Malaysia/posts/909996004491560?ref=embed\\_post](https://www.facebook.com/NUBE.Malaysia/posts/909996004491560?ref=embed_post));

- (cv) Posting on Union's Facebook page dated 26.9.2024 relating to a picket to be held at Maybank, Bukit Bintang, Kuala Lumpur, Maybank, Jln Genuang, Segamat, Mayban, Seberang Jaya, Penang and Maybank, Jalan Sultan Idris Shah, Ipoh on amongst others, issues of sexual harassment

[https://www.facebook.com/NUBE.Malaysia/posts/910746444416516?ref=embed\\_post](https://www.facebook.com/NUBE.Malaysia/posts/910746444416516?ref=embed_post));

- (cw) Posting on Union's Facebook page dated 27.9.2024 relating to a victim of sexual harassment at Maybank Bercham being suspended

[https://www.facebook.com/NUBE.Malaysia/posts/911283287696165?ref=embed\\_post](https://www.facebook.com/NUBE.Malaysia/posts/911283287696165?ref=embed_post));

- (cx) Posting on Union's Facebook page dated 28.9.2024 relating to a picket held at Maybank, Perak

[https://www.facebook.com/NUBE.Malaysia/posts/911960804295080?ref=embed\\_post](https://www.facebook.com/NUBE.Malaysia/posts/911960804295080?ref=embed_post));

- (cy) Post on Union's Facebook page dated 2.10.2024 claiming the Bank suspended a sexual harassment victim but En. Rosman "masih bebas bekerja"

[https://www.facebook.com/NUBE.Malaysia/posts/915202777304216?ref=embed\\_post](https://www.facebook.com/NUBE.Malaysia/posts/915202777304216?ref=embed_post));

- (cz) Post on Union's Facebook page dated 4.10.2024 referring to the arrests made by the Police

[https://www.facebook.com/NUBE.Malaysia/posts/916818140476013?ref=embed\\_post](https://www.facebook.com/NUBE.Malaysia/posts/916818140476013?ref=embed_post));

- (da) Post on Union's Facebook page dated 4.10.2024 referring to the sexual harassment case brought to Court

[https://www.facebook.com/NUBE.Malaysia/posts/916644000493427?ref=embed\\_post](https://www.facebook.com/NUBE.Malaysia/posts/916644000493427?ref=embed_post));

- (db) Article titled "Pegawai bank tak mengaku lakukan gangguan seksual" dated 4.10.2024 published on the news portal, Sinar Harian

[https://www.sinarharian.com.my/ampArticle/689104?fbclid=IwY2xjawGyuupleHRuA2FIbQIxMQABHY342NQY\\_Jmv-YHgyJbDuESYWZ-hYEBGNEMEWThMKpoNmGx6zZ-TeD6svw\\_aem\\_IN0SCksRp-rTJlogBF22Pg](https://www.sinarharian.com.my/ampArticle/689104?fbclid=IwY2xjawGyuupleHRuA2FIbQIxMQABHY342NQY_Jmv-YHgyJbDuESYWZ-hYEBGNEMEWThMKpoNmGx6zZ-TeD6svw_aem_IN0SCksRp-rTJlogBF22Pg));

- (dc) Post on Union's Facebook page dated 11.10.2024 referring to the picket held at Maybank, Jln Kebun Sultan, Kota Bharu ([https://www.facebook.com/NUBE.Malaysia/posts/921593266665167?r ef=embed\\_post](https://www.facebook.com/NUBE.Malaysia/posts/921593266665167?r ef=embed_post));
- (dd) Post on Union's Facebook page dated 12.10.2024 referring to the picket held at Maybank, Jln Sultan Idris Shah, Ipoh ([https://www.facebook.com/NUBE.Malaysia/posts/922536756570818?r ef=embed\\_post](https://www.facebook.com/NUBE.Malaysia/posts/922536756570818?r ef=embed_post));
- (de) Post on Union's Facebook page dated 12.10.2024 referring to the picket held at Maybank Bangsar Baru ([https://www.facebook.com/NUBE.Malaysia/posts/922489179908909?r ef=embed\\_post](https://www.facebook.com/NUBE.Malaysia/posts/922489179908909?r ef=embed_post));
- (df) Post on Union's Facebook page dated 12.10.2024 referring to the picket held at Maybank, Jln Dato Bandar Tunggal, Seremban ([https://www.facebook.com/NUBE.Malaysia/posts/922437756580718?r ef=embed\\_post](https://www.facebook.com/NUBE.Malaysia/posts/922437756580718?r ef=embed_post));
- (dg) Post on Union's Facebook page dated 18.10.2024 referring to the picket held at Maybank, Jalan Kebun Sultan, Kota Bharu ([https://www.facebook.com/NUBE.Malaysia/posts/927079542783206?r ef=embed\\_post](https://www.facebook.com/NUBE.Malaysia/posts/927079542783206?r ef=embed_post));

- (dh) Post on Union's Facebook page dated 19.10.2024 referring to the picket held at Maybank, Jalan Sultan Idris Shah, Ipoh ([https://www.facebook.com/NUBE.Malaysia/posts/927936789364148?r ef=embed\\_post](https://www.facebook.com/NUBE.Malaysia/posts/927936789364148?r ef=embed_post));
- (di) Post on Union's Facebook page dated 19.10.2024 referring to the picket held at Maybank, Jalan Dato Haji Hassan, Kluang ([https://www.facebook.com/NUBE.Malaysia/posts/927893636035130?r ef=embed\\_post](https://www.facebook.com/NUBE.Malaysia/posts/927893636035130?r ef=embed_post));
- (dj) Post on Union's Facebook page dated 19.10.2024 referring to the picket held at Dataran Maybank, Jalan Bangsar ([https://www.facebook.com/NUBE.Malaysia/posts/927844952706665?r ef=embed\\_post](https://www.facebook.com/NUBE.Malaysia/posts/927844952706665?r ef=embed_post)); and
- (dk) Post on Union's Facebook page dated 23.10.2024 referring to En. Rosman's case of sexual harassment which is pending before Court ([https://www.facebook.com/NUBE.Malaysia/posts/930819069075920?r ef=embed\\_post](https://www.facebook.com/NUBE.Malaysia/posts/930819069075920?r ef=embed_post)).

[62] Dato Brian further attested that despite the Trade Dispute being referred to the Court for adjudication and being notified of the same on about 30.10.2024, the Union continued to make postings, publications and statements, remarks and/or comments in the press and/or social media and/or the Union's website and carried out picketing.

[63] He also produced and exhibited in the Bank's affidavits copies of articles and social media postings by the Union, as well as photographs of the pickets organised by the Union after the Trade Dispute had been referred to the Industrial Court for adjudication. The details and brief descriptions of these are as follows:

- (a) posting on the Union's Facebook page dated 3.11.2024 in relation to claims of unjust termination of an alleged sexual harassment victim by the Bank;  
<https://www.facebook.com/NUBE.Malaysia/posts/pfbid0hMifW9Ybpozp4eFfNCS27DBoV15VgqbRe1pQudP6xRwWd6mCVmQ7uvxpG5Q6NSY9l>);
- (b) article titled "NUBE cries foul over sexual harassment victim's alleged unfair termination" dated 3.11.2024 published on news portal, The Sun  
[https://thesun.my/malaysia-news/nube-cries-foul-over-sexual-harassment-victim-s-alleged-unfair-termination-LD13234294?fbclid=IwY2xjawGwzTtleHRuA2FibQIxMQABHR9L8zKcBOwFIhWTn4aPfQN8-eH7V-Edc2Pqp6IFvICKE18JYISid15JVg\\_aem\\_IAwlsAIMK00-tQsCVkCF2g](https://thesun.my/malaysia-news/nube-cries-foul-over-sexual-harassment-victim-s-alleged-unfair-termination-LD13234294?fbclid=IwY2xjawGwzTtleHRuA2FibQIxMQABHR9L8zKcBOwFIhWTn4aPfQN8-eH7V-Edc2Pqp6IFvICKE18JYISid15JVg_aem_IAwlsAIMK00-tQsCVkCF2g));
- (c) posting on the Union's Facebook page dated 3.11.2024 in relation to claims that the Bank dismissed an alleged sexual harassment victim with no empathy

<https://www.facebook.com/NUBE.Malaysia/posts/pfbid09V7sLMWPUYJaSAr2g2PUPVueXAx3FmQDp4x2zh6yBZUeT8gcRo34xb8F5gJmjJnzl> )

;

(d) article titled “Bank sacked woman who reported sexual harassment, says union” dated 3.11.2024 published on news portal, Free Malaysia Today <https://www.freemalaysiatoday.com/category/nation/2024/11/03/bank-sacked-woman-who-reported-sexual-harassment-says-union/>);

(e) posting on the Union’s Facebook page dated 4.11.2024 claiming unfair dismissal by the Bank of a harassment victim <https://www.facebook.com/NUBE.Malaysia/posts/pfbid0oSU5xmLeTZfEb67V9opjC949tq41X4aDgk5WjR3kav1GbwpR4jtrq3oTaYmh5uwwl> );

(f) posting on the Union’s Facebook page dated 4.11.2024 claiming that the Bank has fired a sexual harassment victim just for reporting the abuse to the police <https://www.facebook.com/NUBE.Malaysia/posts/pfbid0ArjWqLMC6WVWorbPTuNkF2XpzBtJJ6f2XdQqW7yBT199WsYdZyEByaiq7Yw3ki78l> );

(g) posting on the Union’s Facebook page dated 5.11.2024 claiming that the Bank suspended, docked the pay and fired an employee who reported serious sexual harassment instead of supporting her <https://www.facebook.com/NUBE.Malaysia/posts/pfbid0A98AYt9xYdJrESa2DZEKu9F2NUgf72dAtT9eUqCxVNQ1bnMAss5bfy9rE3rycmLel> );

- (h) posting on the Union's Facebook page dated 7.11.2024 claiming that Maybank fired a sexual harassment victim; (<https://www.facebook.com/NUBE.Malaysia/posts/pfbid02JiFYXKZocDyPs15iT6UCoyhGh1LkbT9E6geCPuxuB5PxALnHDPQfaxxWMa2sLS8I>);
- (i) article titled "M'sian NGO Bashes Bank for Alleged Firing of Staff Who was Reportedly Sexually Harassed by Superior" dated 5.11.2024 published on news portal, World of Buzz ([https://worldofbuzz.com/punishment-for-speaking-up-ngo-bashes-bank-for-apparently-firing-alleged-sexual-harassment-victim/?fbclid=IwY2xjawGw2RVleHRuA2FibQIxMQABHTOkk6RMexAKEQDS\\_ochDU1t4SvasEMLdvgV\\_85XaaMS7ESsKuuxqCxxw\\_aem\\_W-O87WF4icn1lLedZyYC\\_g](https://worldofbuzz.com/punishment-for-speaking-up-ngo-bashes-bank-for-apparently-firing-alleged-sexual-harassment-victim/?fbclid=IwY2xjawGw2RVleHRuA2FibQIxMQABHTOkk6RMexAKEQDS_ochDU1t4SvasEMLdvgV_85XaaMS7ESsKuuxqCxxw_aem_W-O87WF4icn1lLedZyYC_g));
- (j) posting on the Union's Facebook page dated 7.11.2024 accusing the Bank of unfairly dismissing a sexual harassment victim while ignoring allegations of racism within the workplace (<https://www.facebook.com/NUBE.Malaysia/posts/pfbid0FpqJ9rTTrGy9izYCMMZuF9UJhJ3avXbfwwbER4x4KtHGAEjFHSKFadsQEX7sVp93I>);
- (k) article titled "Nube accuses Maybank of firing harassment victim, ignoring racism" dated 6.11.2024 published on news portal, Malaysiakini ([https://www.malaysiakini.com/news/725058?fbclid=IwY2xjawGw2f9leHRuA2FibQIxMQABHT8fuQYd5kgTlz7sVs1IYhEFIVFRucEcmSKYoHKu7fH2nVmsIWStwBcg8waem\\_EFxiYfRgTYWgLCBrqDwsIQ](https://www.malaysiakini.com/news/725058?fbclid=IwY2xjawGw2f9leHRuA2FibQIxMQABHT8fuQYd5kgTlz7sVs1IYhEFIVFRucEcmSKYoHKu7fH2nVmsIWStwBcg8waem_EFxiYfRgTYWgLCBrqDwsIQ));

- (l) posting on the Union’s Facebook page dated 8.11.2024 claiming that the Bank is “*an evil bank*” for firing a harassment victim instead of protecting her  
<https://www.facebook.com/NUBE.Malaysia/posts/pfbid02XEiYwU4d88S3KioRV8pZUmyMkmfwMkr5gpKQDEkdvv4Udy1ZTNqCRrN8TdYkynhsl>  
 );
- (m) posting on the Union’s Facebook page dated 8.11.2024 claiming a “*corporate cover-up*” in relation to the alleged sexual harassment victim  
<https://www.facebook.com/NUBE.Malaysia/posts/pfbid02p1n9jEkYtt8kQE5g7w7RRpVtnNyRihss65ZEoKdKnpGC5omM4WcDVoCxXMFVhc1BI>  
 );
- (n) posting on the Union’s Facebook page dated 11.11.2024 claiming that the Bank is setting a dangerous precedent in respect of handling reports of sexual harassment  
<https://www.facebook.com/NUBE.Malaysia/posts/pfbid099aGjCAAdrJ5j7e26rxfmMPKMqtoCM5YcBWyvsKvbGctovHXkXyxo1Nc3whLTo24TI>);
- (o) posting on the Union’s Facebook page dated 12.11.2024 claiming that Maybank’s decision to fire a harassment victim is unjust  
<https://www.facebook.com/NUBE.Malaysia/posts/pfbid0jxDPvYKwgBrnj5bDa1UBmag2555oEv1FQnr7rwuHvgykF6tzo3bbbVemamLm65bil> );

- (p) posting on the Union's Facebook page dated 13.11.2024 claiming that Maybank's decision to fire a victim of sexual harassment is unjust and aimed at creating a culture of fear and silence (<https://www.facebook.com/NUBE.Malaysia/posts/pfbid0ef7upzQhVbrSPQTHh5ECH7Vdy9Xuv8CtVZENp4fx54d7QXmE8np951kigQQm1MsJI>);
- (q) posting on the Union's Facebook page dated 18.11.2024 claiming that the Bank's zero-tolerance policy on sexual harassment is a false promise (<https://www.facebook.com/NUBE.Malaysia/posts/pfbid0yEuyHtFPjg8QvZHC2cVRi7JiUMsW4ZcZMtenv6yCdJoTiJ6VnjN9Wm1X5t3dCcFUI>);
- (r) posting on the Union's Facebook page dated 19.11.2024 inviting its members to join its picket in respect of the Bank's alleged unjust dismissal of a sexual harassment victim (<https://www.facebook.com/NUBE.Malaysia/posts/pfbid035wUwqkhMSiSyRRQUZYZR89TyDqCUBMvVxhw9U1Nzs8EBpqvUhTjGNYK6vE535Cmxl>);
- (s) posting on the Union's Facebook page dated 24.11.2024 referring to an alleged victim of sexual harassment in Maybank Bercham ([https://www.facebook.com/NUBE.Malaysia/posts/953354246822402?ref=embed\\_post](https://www.facebook.com/NUBE.Malaysia/posts/953354246822402?ref=embed_post));
- (t) posting on the Union's Facebook page dated 26.11.2024 referring "*mangsa gangguan seksual di Maybank Bercham telah dipecat*"

[https://www.facebook.com/NUBE.Malaysia/posts/954902986667528?r ef=embed\\_post](https://www.facebook.com/NUBE.Malaysia/posts/954902986667528?r ef=embed_post));

(u) the Union's publication on its website dated 8.11.2024 titled "Laporan  
Piket NUBE KT: 7 November 2024"  
<https://www.nube.org.my/singlepost/7681>);

(v) the Union's publication on its website dated 9.11.2024 titled "Laporan  
Piket NUBE SMJ: 8 November 2024"  
<https://www.nube.org.my/singlepost/7683>);

(w) the Union's publication on its website dated 9.11.2024 titled "Laporan  
Piket NUBE PKP: 8 November 2024"  
<https://www.nube.org.my/singlepost/7685>);

(x) the Union's publication on its website dated 9.11.2024 titled "Laporan  
Piket NUBE PRK: 8 November 2024"  
<https://www.nube.org.my/singlepost/7686>);

(y) the Union's publication on its website dated 9.11.2024 titled "Laporan  
Piket NUBE KLSP: 8 November 2024"; and  
<https://www.nube.org.my/singlepost/7687>);

(z) the Union's publication on its website dated 19.11.2024 titled "Bersatu  
Menentang Ketidakadilan! Sertai Piket NUBE!"

<https://www.nube.org.my/singlepost/7721>);

[64] The Court has examined the details of the postings, publications, statements, remarks and/or comments made in the press, on social media and/or on the Union's website, as well as the picketing carried out by the Union, as stated in the Bank's affidavits, and is satisfied that details stated therein are correct.

[65] In any event, neither the Union nor its counsel disputed the postings, publications, statements, remarks and/or comments made in the press, on social media and/or on the Union's website, as well as the picketing carried out by the Union, as averred by the Bank in its affidavits.

[66] Instead, Mr. Ravi submitted that the postings, publications, statements, remarks and comments made in the press, on social media and on the Union's website were part of the Union's rights to disseminate information to its members.

[67] As for the picketing carried out by the Union, Mr. Ravi contended that it formed part of the trade union activities permitted under the law and protected under *Article 10(b) and (c) of the Federal Constitution*.

[68] Mr. Ravi made reference to an article titled *Employees' Right to Strike and Violence in South Africa*, in which the author stated that the right to strike is an essential component of employees' right to freedom of association and a

weapon wielded by trade unions when collective bargaining fails, being the most visible form of collective action during labour disputes.

[69] To further support his contention that the right to picket and to strike are essential aspects of freedom of speech, Mr. Ravi submitted a quote from *Olivier's Statutory Employment Relations in South Africa*, as cited in that article, as follows:"

*"If the right to bargain collectively and to strike were not well recognized, the right to freedom of association would remain ineffective."*

[70] Mr. Ravi also referred to a quote from Sachs in *The Bill of Rights and Workers' Rights*, as cited in the same article, wherein it was stated that the three (3) pillars of working people are as follows:

- (a) the right to establish and join trade unions;
- (b) the right to collective bargaining; and
- (c) the right to strike.

[71] He urged the Court to consider the above article in the context of the right to carry out other industrial actions, including picketing and the posting of articles, which he submitted were as important as the right to strike.

[72] The Court finds that while Mr. Ravi's submission correctly asserts the

Union's right to picket and to disseminate relevant and important information to its members, it overstates the position by suggesting that the Court needs to recognise these rights when, in fact, the Court already does.

[73] Trade unions are entitled to represent their members and to engage in activities incidental to collective bargaining under *sections 4 and 5 of the IRA 1967*.

[74] However, these rights are not unfettered. The making of disparaging, unfounded, or defamatory remarks against the employer on social media platforms, on the Union's website, or during picketing falls outside the legitimate scope of trade union activities protected by *the IRA 1967*.

[75] The statutory framework under the *IRA 1967* is intended to facilitate the orderly resolution of disputes through conciliation and arbitration and does not extend protection to actions that undermine industrial harmony or unjustifiably damage the employer's reputation.

[76] Remarks such as "*Maybank and its Chief Executive Officer condoning sexual harassment on B40,*" "*the CEO is two-faced,*" and "*Maybank's CEO promoting sexual harassment, Maybank's Head of IR, Mr. Brian Jit Singh victimised sexual harassment victim,*" among others, including allegations insinuating the involvement of the Minister, fall outside the legitimate scope of trade union activities protected by *the IRA 1967*.

[77] Many of these allegations against the Bank are issues to be determined by the Court in the trade dispute currently pending before it. The parties have also confirmed that KWL too has made a representation in relation to her dismissal by the Bank.

[78] Therefore, there is no proper basis, and it is indeed premature, for the Union or its members to allege that the Bank, or even the Minister, condoned sexual harassment or victimised a sexual harassment victim, as these allegations have not been proven and remain undetermined by the Court.

[79] For that matter, remarks against Rosman, such as calling him a “sex maniac” (“gila seks”), are also improper and not conduct that the Union or its members should engage in, as this does not fall within the legitimate scope of trade union activities.

[80] Comparative jurisprudence has shown that the right to carry out trade union activities is not absolute and does not extend to conduct that may amount to misconduct.

[81] In *British Railways Board v National Union of Railwaymen* [1989] IRLR 349 (CA), the UK Court of Appeal held that trade unions are not immune from legal restraint when they induce conduct that is unlawful or falls outside the boundaries of legitimate industrial action.

[82] Similarly, in *Construction, Forestry, Mining and Energy Union v BHP Coal Pty Ltd* [2014] HCA 41, the High Court of Australia affirmed that misconduct, even during industrial action, may justify employer intervention.

[83] In that case, an employee while participating in industrial action, held a sign that read “*No principles, SCABS, No guts*”, which was deemed “offensive” and contrary to BHP’s code of conduct.

[84] The High Court of Australia, by majority decision, dismissed the appeal and upheld the findings of the primary judge, who found that the employer, in dismissing the employee, was not motivated by his involvement in industrial action but by the nature of his conduct and what that conduct revealed about him as an employee.

[85] The employee’s action during the protest in holding the placard was regarded not as part of the industrial action but as his own conduct, which contravened the employer’s code of conduct.

[86] Likewise, in the present case, the actions or conduct of the Union or its members in making disparaging, unfounded, or defamatory remarks against the employer or other individuals on social media platforms, on the Union’s website, or during picketing may, if found not to form part of protected industrial action, amount to serious misconduct in employment warranting dismissal. Furthermore, such conduct may also expose them to consequences under other applicable laws, including the law of defamation.

[87] Mr. Ravi also contended that the Bank's application for a cease and desist order was intended to cripple the Union by seeking an award requiring the Union to cease and desist from all industrial actions pertaining to the allegations of harassment, sexual or otherwise, made by KWL against Rosman.

[88] Mr. Ravi's contention is misconceived and unfounded. The Bank's application for a cease and desist order is only for an interim order pending the disposal of the Trade Dispute. Its purpose is to protect the integrity of the proceedings and the authority of the Court.

[89] It is improper for the Union or its members to make remarks suggesting that the Union has proven its case against the Bank when the matter is still pending before the Court. Such remarks may not only prejudice the fair disposal of the case but, if the outcome is in favour of the Bank, may also undermine the Court's decision.

[90] The rationale or objective underlying the law's permission of picketing and other forms of industrial action is to provide the Union and its members with a lawful avenue to express their objections and to press for their demands to be addressed.

[91] Industrial action, when carried out within the bounds of the law, serves as a recognised mechanism to balance bargaining power between employers and employees and to encourage the resolution of trade disputes through collective means.

[92] However, once a dispute has been referred to the Industrial Court, such actions should come to an end, as the referral signifies that lawful steps have been taken to resolve the dispute through the Court's adjudication. At this stage, the parties should allow the Court to determine and resolve the dispute without any further interference.

[93] This is consistent with *section 26 of the IRA 1967*, which provides that when a trade dispute exists or is apprehended, the Minister may refer it to the Industrial Court as the proper forum established by law to resolve the dispute in an orderly and fair manner within the statutory framework.

[94] Parliament, in its wisdom, has specifically amended the *Industrial Relations Act 1967 via Act A1322* to include *section 40 (2A)* which expressly states as follows:

*(2A) No workman shall go on picket –*

*....*

*(b) after a trade dispute or matter involving such workman and such employer has been referred to the Court and the parties concerned have been notified on such reference; and"*

[95] Therefore, it is abundantly clear that all postings, publications, statements, remarks and/or comments made in the press, on social media

and/or on the Union's website, as well as any picketing on issues or matters pertaining to the subject matter of the Trade Dispute, should cease immediately after the Trade Dispute has been referred to the Court and is pending adjudication.

[96] On the facts, after the Trade Dispute had been referred to the Court and the Union being notified of the same, the Bank, through its solicitors, issued a Notice of Cease and Desist to the Union, demanding, among other things, that the Union cease and desist from making postings, publications, statements, remarks and/or comments in the press, on social media and/or on the Union's website, as well as from engaging in any picketing on issues or matters pertaining to the subject matter of the trade dispute.

[97] Additionally, on two separate occasions, the Court had also requested the Union's Counsel to advise the Union to refrain from making postings, publications, statements, remarks and/or comments in the press, on social media and/or on the Union's website, as well as from engaging in any picketing on issues or matters pertaining to the subject matter of the Trade Dispute, pending the disposal of the said dispute.

[98] Despite the Bank's issuance of the Notice of Cease and Desist and the advice given by the Court on two separate occasions, the Union did not heed the Court's advice nor agree to comply with the Bank's notice.

[99] Instead, the Union continued to make postings, publications, statements, remarks and/or comments in the press, on social media and/or on its website, and further engaged in picketing on issues and matters pertaining to the subject matter of the trade dispute, notwithstanding that the trade dispute is pending before the Court.

[100] Since the Union has refused to heed the Court's advice and has continued its actions despite the pending trade dispute, the Court is now compelled to allow the Bank's application for a cease and desist order.

[101] The Union's persistent conduct risks undermining the integrity of these proceedings and the authority of the Court. It is therefore necessary to grant the cease and desist order to safeguard the adjudication process and to ensure that the issues in dispute are ventilated and determined within the proper forum, free from undue external pressure or interference.

[102] This order is also necessary to restore order between the parties and to preserve industrial harmony pending the disposal of the trade dispute. Industrial harmony is a fundamental objective under *the IRA 1967*, and it is imperative that parties to a dispute referred to the Court conduct themselves in a manner that does not escalate tensions or disrupt the working relationship during the pendency of proceedings.

[103] Allowing the continued publication of statements, remarks, and picketing on matters before the Court risks aggravating the dispute and creating unnecessary discord, thereby defeating the very purpose of the statutory framework designed to facilitate orderly resolution of industrial disputes.

[104] The issuance of this cease and desist order is thus essential to maintaining a conducive environment for the fair and effective adjudication of the dispute while ensuring stability within the workplace, pending the full and final disposal of the Trade Dispute.

#### *Findings and Orders*

[105] In the circumstances, having considered the actions of the Union in question and the applicable provisions under *sections 29(g), 30(1), 30(4), 30(5), 30(5A), 30(6) and 30(7) of the IRA 1967*, the Court finds it just and necessary to grant a cease and desist order pending the full and final disposal of this trade dispute.

[106] Accordingly, the Court hereby allows the Bank's Application and orders as follows, **pending the full and final disposal of this Trade Dispute:**

- (a) That the National Union of Bank Employees shall forthwith cease and desist from making any postings, publications, statements, remarks and/or comments in the press, social media, and/or its website pertaining

to the allegations of harassment, sexual or otherwise, by Ms. Kok Wai Ling against Encik Rosman bin Jamaluddin, being the subject matter of this Trade Dispute;

- (b) That the National Union of Bank Employees shall forthwith cease and desist from making any postings, publications, statements, remarks and/or comments in the press, social media, and/or its website against Malayan Banking Berhad (“the Bank”) in respect of the said allegations of harassment;
- (c) That the National Union of Bank Employees shall forthwith cease and desist from organising or carrying out any pickets relating to the subject matter of this Trade Dispute;
- (d) That the National Union of Bank Employees shall forthwith cease and desist from all forms of public protests against the Bank, whether through pickets or by making postings, publications, statements, remarks and/or comments in the press, social media, and/or its website, in respect of the subject matter of this Trade Dispute; and
- (e) That parties are to comply with this Order forthwith, failing which the Court may make further orders as it deems fit and appropriate in the circumstances.

[107] Lastly, the Court wishes to record its appreciation to both learned Counsels for their valuable assistance and comprehensive submissions, which have greatly aided the Court in arriving at its decision in this matter, particularly given the novel and important issues raised for determination.

**HANDED DOWN AND DATED THIS 15<sup>th</sup> DAY OF JULY, 2025.**

***-signed-***

**(ANDERSEN ONG WAI LEONG)  
CHAIRMAN  
INDUSTRIAL COURT OF MALAYSIA  
AT KUALA LUMPUR**