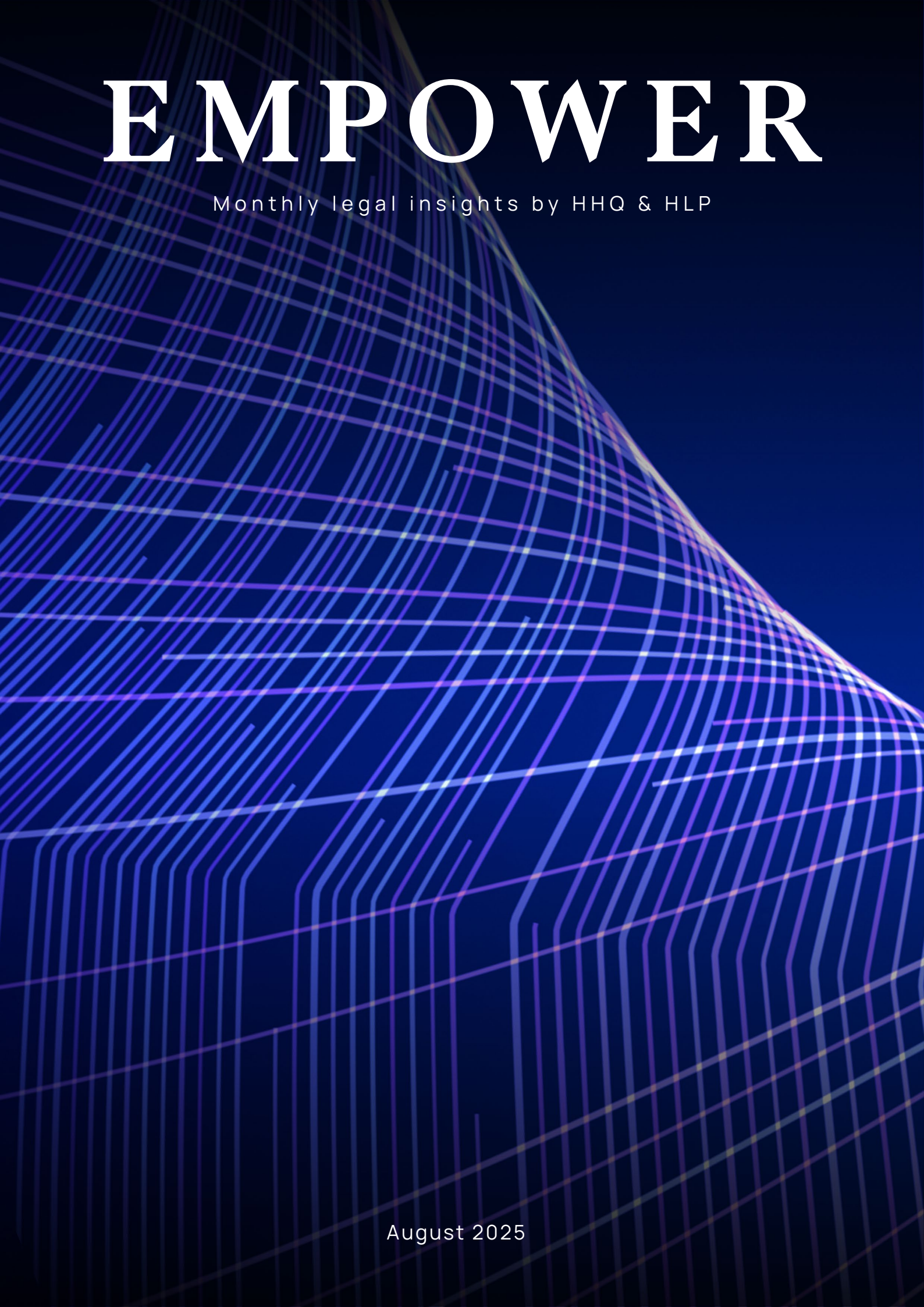
EMPOWER

Monthly legal insights by HHQ & HLP



August 2025

FOREWORD

Greetings from HHQ and HLP!

August is the perfect moment for mid-year reflection, to pause and appreciate the progress you've made. As we survey the evolution of our practice areas, we have curated a suite of articles designed to refresh your perspectives and deepen your expertise.

Reflecting on the Federal Court's landmark decision in *Remeggious Krishnan v SKS Southern Sdn Bhd (2023) 3 MLRA 386* where delivery of vacant possession must include live utilities, we translate the true construction of "ready for connection" into practice. In *'Translating 'Ready for Connection' into Practice: A Developer's Blueprint for Vacant Possession Compliance'*, discover actionable guidance for housing developers to achieve full compliance.

In a dynamic job market, career moves and reversals are commonplace. The article of *'Employees' Resignations: Is It Too Late to Change Your Mind?'* offers clear, practical advice for both employees and employers on the process of tendering, accepting, and potentially retracting resignations.

Having explored compliance in data protection, we turn to another discipline demanding exactitude. The article of *'Misnaming in Adjudication: A Cautionary Tale of Locus Standi and Jurisdiction'* examines the Hock Seng Trading & Construction v Hongler Enterprise decision, highlighting how an error in naming a sole proprietorship can render entire proceedings void ab initio.

Just as a misnomer can derail an adjudication, an incomplete greenhouse-gas inventory can undermine your climate-reporting framework. In *'The Role of GHG Inventories in Meeting IFRS S2 Climate Disclosure'*, learn why GHG inventories are foundational, how they align with the GHG Protocol Standard, and how to build and embed a practical roadmap into your broader ESG strategy.

Shifting from compliance to economic development, we examine the new levy and tax framework in the Johor-Singapore Special Economic Zone, effective 1 July 2025. '*Johor Property Boom and the New Property Legal & Tax Framework for Foreign Acquisition*' guides foreign investors through the legal and tax ramifications of acquiring property in Johor.

Next, our Head and Co-Head of Technology Practice Group unpack the newly released Data Protection Officer Competency Development Framework from the Personal Data Protection Commissioner. Their article outlines what data subjects and controllers must understand to ensure precision in personal-data handling and align with evolving regulatory standards.

This mid-year edition carries you from legal benchmarks in real estate and adjudication to cutting-edge compliance frameworks, ESG reporting roadmaps, economic-zone opportunities, and employment-law insights. Across every article, precision emerges as our guiding principle, empowering you with the clarity and tools needed to advance your practice and drive organizational success.

We hope this edition of *Empower* provides you with valuable insights as we strive to keep you informed and ahead of the curve in the ever-evolving legal and regulatory landscape. We are always eager to hear your thoughts, so feel free to reach out with feedback or topic suggestions at newsletter@hhq.com.my.

Thank you for your unwavering trust in *Empower.* Together, let's stay informed, stay empowered, and ready to seize new opportunities.

Warm regards,
The HHQ and HLP Team

TABLE OF CONTENTS

Translating "Ready for Connection" into Practice: A Developer's Blueprint for Vacant Possession Compliance

By Tan Poh Yee & Darren Goh Wey Hong

Delivering truly vacant possession goes beyond handing over keys. Under the Housing Development (Control and Licensing) Act 1966 and its subsidiary Housing Development (Control and Licensing) Regulations 1989, water and electricity must be fully live at handover. Recent Federal Court guidance in *Remeggious Krishnan v SKS Southern Sdn Bhd [2023] 3 MLRA 386* clarified that administrative approvals alone are not enough. Meters must be installed, tested and commissioned so utilities flow into each unit the moment buyers take possession. Rather than fighting disputes at the tribunal stage, developers benefit from embedding compliance checkpoints into every project phase, from design through commissioning and handover. This article provides checklist, dashboards and scorecards to turn legal duties into on-site actions.

Legal and Judicial Backdrop

The statutory sale and purchase agreement (SPA) prescribed by the HDR is a social contract designed to protect homebuyers. In *Remeggious Krishnan*, the Federal Court rejected the developer's argument that "ready for connection" meant mere administrative approvals or building-level infrastructure. It held that developers are obliged to install, test, and commission utility meters so that electricity and water supply flow directly into each unit.

High Court decisions in *Khoo Soon Lee Realty Sdn Bhd v Tribunal Tuntutan Pembeli Rumah [2020] 1 LNS 828 and Bandar Eco-Setia Sdn Bhd v Tribunal Tuntutan Pembeli Rumah [2020] 1 MLRHU 663* reinforced this functional standard. Courts will not allow a narrow, technical compliance that leaves purchasers holding keys to a unit without usable utilities.

Key Risks of Failure to Provide Live Utilities

Developers face three core risks if utility-connection obligations fail:

a. Compensatory Damages: Breach of Clause 27(1)(c) allows purchasers to claim actual losses arising from an inability to use water or electricity upon handover.
b. Liquidated Ascertained Damages (LAD): Delays in meter installation or deposit payment can trigger daily LAD under Clause 25, even if practical completion has been certified.
c. Reputational Damage: As Housing Tribunal awards are public records, any adverse decisions of the tribunal would undermine buyer confidence, affect resale value, and invite regulatory scrutiny.

Operational Playbook for Utility Readiness

A robust operational playbook transforms legal requirements into practical on-the-ground actions. It starts with a cross-functional kickoff meeting that brings together legal counsel, engineering, procurement, quality assurance, and commercial teams. Establishing this collaboration early ensures that obligations under the SPA and handover requirements are fully understood and embedded into the construction timeline. Simultaneously, meter-installation applications and deposit payments to Tenaga Nasional Berhad and SYABAS should be submitted once the project reaches a set interim target completion, for example, once the project reaches 50% completion. Tracking these milestones in project management system would prevent last-minute surprises.

As construction progresses, a centralized dashboard becomes the nerve center for utility readiness. This tracker records meter order dates, vendor appointments, deposit receipts, and expected installation slots, providing real-time visibility across teams. Appointing a dedicated procurement lead to liaise with TNB/SYABAS and third-party installers keeps communication channels open and ensures firm commitment dates. Once the meters are delivered to the site, the electrical and plumbing teams start working closely together to get everything ready for the official inspection and handover.

Before a building is handed over, it goes through final technical checks. Developers need official confirmation from TNB (for electricity) and SYABAS (for water) that the meters are properly installed and the supply is live. At the same time, the internal team runs checks to make sure everything works as it should, including testing the electrical switchboards, water pressure, and devices

that prevent water from flowing backward. If any issues come up during these tests, they can be fixed on the spot to prevent delays or disputes. By the time furniture and keys are ready to be handed over, these confirmed checks help ensure everything runs smoothly.

The last step combines process and documentation in a unified handover protocol. All required items such as keys, Certificate of Completion and Compliance, commissioning certificates, and utility-connection confirmation are consolidated into a single sign-off form. Purchasers verify meter numbers, record voltage and flow readings, and acknowledge receipt of a fully operational unit before signing. This comprehensive approach ensures that legal obligations under the SPA translate into a liveable home upon handover.

Co-created Performance Scorecards

To keep everyone accountable, goals need to be clear and measurable. When developers involve buyers or their representatives in choosing what success looks like, it builds trust and ensures everyone is on the same page. Useful performance indicators might include how many days it takes from the deposit payment to getting the meters installed, how often everything passes inspection the first time, how quickly live water and electricity are available after the certificate of completion and compliance is issued and the percentage of units handed over with utilities already running on handover day.

Once these measures are agreed on, monthly dashboards become powerful tracking tools to show progress against targets, flag bottlenecks early and highlight milestones. Regular check-ins with the legal, operations, and sales teams help keep focus sharp and solve problems fast when things go off track. Over time, steady reporting helps improve the way things are done and lowers the chance of disputes or legal claims after handover.

Conclusion and Next Steps

Delivering a home that is both structurally complete and fully connected is more than a best practice, it is a statutory requirement under the Housing Development Act. Embedding clear operational blueprints and co-created scorecards into project governance will mitigate damage claims, streamline handovers, and bolster reputation of a property developer for on-time delivery.

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Employees Resignations: Is It Too Late To Change Your Mind?

By Chau Yen Shen & Esther Lee Zhi Qian

Introduction

Resignation is one of the common ways by which an employment relationship comes to an end. In Malaysia, resignation of employees is governed by the Employment Act 1955 ("**EA 1955**") and the common law of contract. Under Section 12 (1) of the EA 1955, either party to a contract of service may give notice of termination in writing.

According to Section 12(2) of EA 1955, the minimum statutory notice periods are as follows: -

a. 4 weeks if employed for < 2 years;
b. 6 weeks if employed for ≈ 2 years but < 5 years;
c. 8 weeks if employed for > 5 years

Section 20 of the Industrial Relations Act 1967 ("**IRA 1967**") gives dismissed employees a right to challenge their dismissal, if they considered that they have been dismissed without just cause by the employer. However, this right generally does not extend to voluntary resignations, unless the resignation was made under coercion.

Retraction of resignation after acceptance: Employer's discretion

Resignation, once properly tendered in accordance with these provisions and/or the employment contract, is recognised as a lawful termination. Once a resignation is served to the employer, the contract of employment is considered terminated at the end of the notice period (or immediately if so specified).

In such circumstances, the resignation takes immediate effect and cannot be unilaterally withdrawn by the employees. As in **Chong Kok Kean v Citibank Berhad [2022] 1 LNS 973**, the High Court referred to **Percetakan Keselamatan Nasional Sdn Bhd v. Jammaliah md Yusoff [2001] 2 ILR 536**, held that there is no legal obligation on the part of a company to communicate its acceptance of resignation and that a resignation once tendered cannot be withdrawn except with the consent of the employer.

Essentially, when an employee resigns but later changes his mind, the employer is not under any obligation to allow the retraction. The refusal to accept the retraction and/or withdrawal of resignation does not lead to dismissal of employment.

Exception

An important exception arises where the resignation is alleged to be involuntary, whereby the conduct of the employers had left the employee with no choice but to resign. As such, the employment is terminated due to a breach on the part of the employer. In such cases, the claim of forced resignation (a form of constructive dismissal) under Section 20(1) of the IRA 1967 will arise.

Examples of significant breaches including but not limited to the following scenarios: -

a. Emotional distress or pressure from superiors;
b. Hostile work environment;
c. Unjustified cut in salary, commissions or benefits;
d. Unreasonable changes to job scope and/or responsibilities;
e. Unjustified demotion or downgrade of job position;
f. A breach of material term by the employer in the employment contract;
g. Reassignment or transfer to a position outside the scope of the employee's employment

Key Takeaways for Employers and Employees

For Employees

- Do not tender resignation unless you are certain — once served, it is deemed effective.
- If resignation was made under duress and/or threats, consider seeking redress under Section 20 of IRA 1967.

- Must be aware that a claim for constructive dismissal requires all four (4) key elements to be clearly established:

    - The employer committed a fundamental breach of the employment contract;
    - The employee clearly protested against the breach;
    - The resignation was directly caused by that breach; and
    - The resignation occurred without unreasonable delay after the breach.

For Employers

- It is good practice to always acknowledge and document acceptance of resignation clearly.
- Be consistent in ensuring mutual understanding on the notice period, and the final employment date to avoid miscommunication.

Conclusion

While it remains employees' statutory right to resign at any time in accordance with the EA 1955 or contractual terms, the right to retract resignation is limited. Once the resignation letter is served to the employer, it becomes binding unless both parties agree otherwise. As always, clarity in communication and documentation remains key to avoiding disputes.

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Misnaming in Adjudication: A Cautionary Tale on Locus Standi and Jurisdiction

By Felicia Lai Wai Kim

[A case summary of Hock Seng Trading & Construction and Hongler Enterprise [W-02(C)(A)-980-06/2024]

Key Takeaway

1. A sole proprietorship must be sued in the name of the proprietor, with the business name stated in brackets.
2. Failure to name the right party would render the adjudication proceedings void ab initio.
3. A jurisdictional challenge is a live issue and can be raised at any stage.
4. Consent or waiver by the parties cannot cure a fundamental lack of jurisdiction.

Brief Background Facts

Hock Seng Trading & Construction ("**HS**") appointed Hongler Enterprise Sdn Bhd ("**Hongler**") as a subcontractor for a project known as 'Privatisation of Lebuhraya Persisiran Pantai Barat (Taiping to Banting) Section 2 – SKVE Interchange to SAE Interchange Bridge S2-3' ("**Project**") for RM4,579,514.40.

Payment disputes arose between the parties, particularly regarding the payments for Hongler's work done. Hongler commenced an adjudication proceeding against HS on 10.11.2022. The Adjudication Decision dated 26.7.2023 was delivered in favour of Hongler ("**Adjudication Decision**").

Subsequently, HS applied to set aside the Adjudication Decision under Section 15 of CIPAA 2012 ("**Setting Aside OS**"). On the other hand, Hongler applied to enforce the Adjudication Decision under Section 28 of CIPAA 2012 ("**Enforcement OS**").

Preliminary Objection – Locus Standi of HS

In the Setting Aside OS, Hongler raised a preliminary objection that HS is a business and a sole proprietorship owned by one Chai Hong Sang ("**Chai**"). Therefore, HS does not have the necessary locus standi to commence the Setting Aside OS, as Chai has to sue in his own name and not under the name of the business (in reliance on Order 77 rule 9 of the Rules of Court 2012).

The High Court agreed with Hongler that HS does not have the necessary locus to bring the action in the Setting Aside OS. The High Court further held that although HS was named as a party in the adjudication proceedings, this did not cure the jurisdictional defect. The Court referred to the judgment of **Tan Thoo Yow v Chia Kim San & Anor [1997] MLJU 142**, confirming that sole proprietorships have no separate legal identity.

On that basis, the High Court found that the Adjudication Decision is unenforceable since the individual sole proprietor, Chai, was not named as a party to the adjudication proceedings, rendering the Adjudication Decision invalid.

Dissatisfied with the High Court's decision, HS filed an appeal against the High Court's decision in dismissing the Setting Aside OS ("**Setting Aside Appeal**"), and Hongler filed an appeal against the High Court's decision in dismissing the Enforcement OS ("**Enforcement Appeal**").

Court of Appeal

The issues raised by HS in the Setting Aside Appeal are as follows:

1. Whether the High Court Judge had erred in allowing Hongler's preliminary objection that HS does not have the locus standi to bring the action in the business name known as 'Hock Seng Trading & Construction'?; and
2. Whether Hongler's preliminary objection was a mere technical objection that did not cause a miscarriage of justice to Hongler?

As regards the Enforcement Appeal, Hongler argued that in light of the dismissal of the Setting Aside OS by the High Court, there was no prohibition against allowing the Enforcement OS.

Court of Appeal's Decision

The Court of Appeal agreed with the High Court that Hongler had wrongly initiated the adjudication against HS, who has no legal status, without naming Chai.

As the adjudication was commenced against a non-entity, the entire proceeding was void ab initio.

The Court of Appeal referred to and affirmed the decision made in **KLIA Associates Sdn Bhd v Mudajaya Corporation Bhd [2020] 1 LNS 1253**, which held that an action could not be taken against a body that has no legal status.

Conclusion

This case underscores a critical procedural point: Always ensure the correct legal entity is named in adjudication or court proceedings. In the case of a sole proprietorship, this means identifying the **individual proprietor** by name and indicating the business name.

Such jurisdictional defects are fatal. They cannot be remedied by participation, consent, or waiver. As affirmed by the Court of Appeal, misnaming a party strikes at the heart of the adjudicator's jurisdiction and renders the adjudication **legally void**.

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The Role of GHG Inventories in Meeting IFRS S2 Climate Disclosure Requirements

By Tan Poh Yee

Greenhouse gas (GHG) inventories have become foundational tools in corporate climate reporting. With the introduction of IFRS S2, namely the heightened climate-related disclosures, organizations face an imperative to disclose consistent, comparable emissions data. At the heart of these disclosures lies the GHG Protocol Corporate Accounting and Reporting Standard, the global benchmark for quantifying and managing emissions. This article explores why a robust GHG inventory is the first critical step toward IFRS S2 compliance, outlines a practical roadmap for building that inventory and embedding GHG inventory into corporate strategy.

Why GHG Inventories Matter for IFRS S2

A GHG inventory transforms scattered data points into a coherent narrative of an organization's climate footprint. Under IFRS S2, issuers must disclose:

- Absolute gross emissions for Scope 1 and Scope 2
- Material Scope 3 emissions, explained by category
- The organizational boundary and whether reporting based on equity share or control

Without a standardized inventory, these disclosures lack integrity, comparability, and transparency. Anchoring disclosures in the GHG Protocol Corporate Accounting and Reporting Standard ensures that data are reliable and aligned with peers, laying the groundwork for credible year-on-year reporting and meaningful benchmarking.

Aligning with the GHG Protocol Standard

The GHG Protocol establishes five core quality principles, namely, relevance, completeness, consistency, transparency and accuracy to guide every inventory decision. If offers two accounting approaches: equity-share, which allocates emissions based on ownership percentage in joint ventures and control, which attributes 100 percent of emissions from operations over which the company holds financial or operational authority.

Selecting the appropriate approach and categorizing emissions into Scope 1, Scope 2 and Scope 3 would enable organizations to create a clear, defensible framework that satisfies both the Protocol's standards and IFRS S2 requirements.

Building a GHG Inventory: A Practical Roadmap

The first step in building an inventory is establishing the organizational boundary. This involves mapping every business unit, site and partnership to define which emissions must be accounted for, using either the equity-share or control approach.

Next, companies design a data collection system that assigns ownership for each data stream such as fuel usage logs, utility bills, vendor/supplier reports and implements calculations to convert activity data into carbon-dioxide equivalents using the emission factors and global warming potentials (GWP) calculation.

Selecting a base year with reliable, verifiable data provides a benchmark for future comparison and documenting recalculation procedures ensures consistency when organizational changes or methodological updates occur.

Finally, external assurance by an accredited third party assurance providers under standards such as ISAE 3000 confirms the integrity of the inventory and reinforces investor confidence.

Looking Ahead: Embedding the Inventory into Strategy

Rather than treating the GHG inventory as a one-time compliance exercise, forward-thinking organizations weave it into everyday decision-making. Establishing clear science-based targets, such as a 20 percent reduction in Scope 1 emissions over five years and breaking these goals into annual action plans maintains momentum and accountability.

Scenario analysis further strengthens strategic thinking by simulating "what if" questions, like how a 10 percent headcount increase might affect emissions. This dynamic approach ensures that the inventory informs budgeting, capital allocation and risk management, making climate considerations an integral part of corporate strategy.

Breaking down emissions by source and location in a GHG inventory would enable an organization to identify its biggest carbon hotspots, whether that is an aging boiler that guzzles fuel, an overly lit factory

floor or a trucking route that east up diesel. Once an organization knows exactly where most their emissions are coming from, they can target upgrades to optimise delivery and production. In this way, the inventory guides organizations to the most cost-effective fixes and leading to a more efficient operations.

Conclusion

If an organization's ambition is to conquer IFRS S2 reporting with confidence, building a GHG inventory in strict accordance with the GHG Protocol is non-negotiable. It lays the groundwork for credible disclosures, illuminates decarbonization priorities, and unlocks a wealth of strategic insights. Moving forward, GHG inventory will evolve from a compliance checklist into a linchpin of climate strategy by guiding science-based targets, informing operational improvements, and strengthening stakeholder trust.

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Johor Property Boom & The New Property Legal and Tax Framework for Foreign Acquisitions

By Andrew Chua Chi Hong

The rapid progress of the Johor Bahru-Singapore Rapid Transit System (RTS Link) and the formation of the Johor-Singapore Special Economic Zone (JSSEZ) have triggered unprecedented property demand across Johor. From high-rise developments near Bukit Chagar to industrial park expansions in Pasir Gudang, Johor is undergoing a real estate renaissance driven by connectivity and bilateral investment policy alignment.

JOHOR BAHRU: As part of efforts to strengthen land administration and support ongoing system upgrades, Menteri Besar Datuk Onn Hafiz Ghazi announced that the Johor State Government has implemented a new levy and tax framework effective 1 July 2025. This marks the first proposed revision to the levy since its last introduction in 2014.

This article outlines the legal and tax implications for foreign individuals and entities seeking to acquire property in Johor.

Johor Latest Property Tax & Levy Framework (Effective 1 July 2025)

Foreign Acquisition Levy (State Consent Fee)

The following levies apply to all acquisitions by non-citizens and foreign-controlled entities under Section 433B of the National Land Code:

Property Type	Old Levy Rate	New Levy Rate	Minimum Levy
Residential / Commercial	2%	3%	RM30,000
Service Apartments (< RM1 million)	2%	3%	RM50,000
Industrial Land / Factories	4%	4%	No fixed minimum

Notably, the RM50,000 minimum applies specifically to serviced residences priced below RM1 million.

Grandfathering Clause: Sale and Purchase Agreements (SPAs) signed and stamped before 1 July 2025, and complete documents including applications for consent to transfer with the stamped instrument of transfer submitted to the Land Office by 29 August 2025, will continue to be governed by the previous levy rates (2% for residential/ commercial and 4% for industrial).

Foreigner Stamp Duty and Real Property Gains Tax (RPGT)

Tax Type	Rate (Foreign Buyers)
Stamp Duty	4% of transaction value
RPGT (Disposal)	30% within 5 years; 10% thereafter

Legal and Tax Planning Checklist for Investors

Foreign investors should consider the following before proceeding with property acquisition in Johor:

- Consider timing of disposal to reduce RPGT (e.g. hold >5 years)
- Ensure SPA is signed and stamped before 1 July 2025 (submit by 29 August) to enjoy old levy rates
- Factor in RM50,000 minimum levy for serviced apartments below RM1 million

Conclusion

The Johor property boom presents extraordinary opportunities and at the same time, new legal and tax complexities. Investors must navigate layered regulatory approvals, new levies, and evolving land policies to make informed decisions. With careful legal structuring and early advisory, investors can optimise their entry into Malaysia's most dynamic growth corridor.

If you're considering residential, commercial, or industrial real estate investments in Johor, Halim Hong & Quek offers legal guidance tailored to your needs. Our team is equipped to help you navigate regulatory frameworks, tax structuring, and land approval processes.

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Introducing Malaysia's New DPO Competency Development Framework: What You Need to Know

By Lo Khai Yi & Ong Johnson

Following the amendments to the Personal Data Protection Act 2010 ("**PDPA**"), companies operating in Malaysia are now under heightened scrutiny to demonstrate not only compliance with statutory obligations, but also a commitment to accountable data governance. A central figure in this transformation is normally the Data Protection Officer ("**DPO**"), the appointment of which has been made compulsory 2 months ago for data controllers and data processors that meet certain thresholds.

To support this development, the Personal Data Protection Commissioner ("**PDPC**") has issued a comprehensive suite of guidelines and documents ("**Guidelines**") – namely the:

i. Data Protection Officer Competency Guideline;
ii. Data Protection Officer Professional Development Pathway & Training Roadmap; and
iii. Management of Data Protection Officer Training Service Providers Guideline.

These Guidelines collectively provide a framework for the development of competencies of DPOs. It sets out a structured foundation for organisations to appoint, train and support the competencies of their appointed DPOs.

The authors of this article, Johnson and Khai Yi, are both part of a working committee established by the PDPC to develop the Guidelines. With their insight to the "behind-the-scene" of the development of the Guidelines, this article aims to provide legal practitioners and DPOs in Malaysia a summary of the Guidelines, as well as some tips for appointed DPOs in navigating the intricacies of developing their own competencies. For readers who are trying to study the Guidelines, we would recommend going through the individual Guidelines following the sequence that we have listed them above. Similarly, we will unpack the content of each of the Guidelines following the same sequence in this article.

1. DPO Competency Guideline - Defining the Role

The DPO Competency Guideline forms the foundation of the DPO competencies development framework as it lays down the minimum competencies expected of appointed DPOs under the PDPA. It introduces a structured model based on six (6) core functional roles of DPOs:

a. **Advisory & Support:** Providing timely and accurate guidance on personal data protection requirements to the organisations that have appointed them;
b. **Risk Management & Assessment:** Evaluating risks across the personal data lifecycle and to recommend risk management and mitigation strategies to the organisations;
c. **Compliance Oversight & Monitoring:** Assisting the organisations to achieve compliance of the regulatory obligations under the PDPA and to ensure continued adherence thereto;
d. **Audit & Reporting:** Conducting periodic audit on the data processing activities of the organisations to assess level of compliance with the PDPA, as well as to document and report compliance efforts;
e. **Communications & Stakeholder Engagement:** Facilitating awareness and engagement with the internal stakeholders of the organisations in relation to the PDPA and to foster a culture of personal data protection within the organisation;
f. **Regulatory & Data Subject Management:** Being the main point of contact between the organisations and the PDPC as well as the data subjects, including during the handling of data subjects' requests and data breach management

These functional areas are mapped to a Knowledge, Skills and Abilities (KSA) model, offering organisations a practical reference

to assess whether their appointed DPOs are equipped to perform the role effectively.

Importantly, this particular guideline introduces a two-tiered competency structure:

- Fundamental Tier, encompassing the baseline capabilities as demonstrable through the 6 core functional areas highlighted above, required to be met by all DPOs in order to perform their key functions within the organisations; and
- Advanced Tier, encompassing strategic competencies such as the ability to drive intra-company personal data protection initiatives, cross-border compliance efforts, and group wide governance framework formulation, which are more relevant for larger or high-risk organisations.

When appointing a DPO, it is important for data controllers and data processors to evaluate the complexity and risk exposure of the organisation's data processing activities. A higher-risk profile may warrant an Advanced Tier DPO or a team with complementary capabilities.

2. DPO Professional Development Pathway & Training Roadmap

After laying down the foundation for the core competencies of DPOs, the DPO Professional Development Pathway & Training Roadmap ("**DPO Training Roadmap**") comes into play as a roadmap to guide DPOs to attain the necessary competencies through structured training – starting with the fundamentals and building towards strategic leadership.

The DPO Training Roadmap essentially sets out a framework that allows recognised training providers to deliver training to the DPOs, with training programme structured around the competency requirements of Fundamental Tier and Advanced Tier DPOs. It also outlines how certification of DPOs might work in the future, indicating PDPC's intention to develop the DPO function into a profession in the future.

3. Guideline on Management of DPO Training Providers

While training providers will generally be given the liberty to develop their own training programmes and syllabus, as long as they are aligned with the core competency areas of the DPOs laid down in the DPO Competency Guideline, quality and consistency of the training may still be a problem if not managed carefully. This is why the PDPC has also published the Guideline on Management of DPO Training Providers ("**TP Guideline**").

The TP Guideline introduces a potential framework for recognising training providers that meet certain standards. These include:

a. Having experienced trainers who know the PDPA and with ability to translate legal and technical knowledge to application;
b. Having the necessary resources to deliver the training programmes effectively;
c. A structured assessment mechanism to evaluate the effectiveness of the training programme based on the participants' learning outcome;
d. A mechanism for continuous review of the training content and delivery method, taking into consideration changes in the PDPA, personal data protection trends, and feedback from participants.

Key Points of Considerations

In light of the announcement of the Guidelines, organisations should be assessing whether the current appointed DPOs meet the core competencies set out in the Guidelines, whereas for DPOs, an honest self-assessment of the required competencies would be helpful at this juncture. Through the assessment exercise, organisations and DPOs are able to identify the core competency areas that may still be lacking. Although there are still no formally recognised training providers in the market as at the date of writing of this article, organisations can in the meantime approach legal professionals for training on the PDPA to at least equip their appointed DPOs with the knowledge on PDPA. Ultimately, the core competencies of DPOs are all built upon a foundational understanding of the requirements of the PDPA.

Once the entire DPO development ecosystem has been established and in operation, organisations should quickly take advantage of the training programmes to better equip their appointed DPOs with the necessary skillsets to assist the organisations to attain full compliance with the PDPA.

Based on recent development, Malaysia's data protection framework seems to be catching up fast – and that is a good thing. The new Guidelines give organisations the tools to get the DPO function right. Whether you are hiring a new DPO, upskilling an existing team member, or reviewing training providers, there is now a clear benchmark to follow.

If your organization needs help with further insights and legal guidance on Personal Data Protection (Amendment) Act 2024 or Data Protection Officer outsourcing services, please feel free to reach out to the firm's Technology Practice Group. Lawyers from the Technology Practice Group have a wealth of experience assisting clients with their legal needs, particularly pertaining to compliance with the Personal Data Protection Act 2010, and will certainly be able to assist.

Our Technology Practice continues to be recognised by leading legal directories and industry benchmarks. Recent accolades include FinTech Law Firm of the Year at the ALB Malaysia Law Awards (2024 and 2025), Law Firm of the Year for Technology, Media and Telecommunications by the In-House Community, FinTech Law Firm of the Year by the Asia Business Law Journal, a Band 2 ranking for FinTech by Chambers and Partners, and a Tier 3 ranking by Legal 500.

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Inside Out

Behind-the-scenes view of our People-Powered-Performance

Arbitration After Hours: Building Bridges Over Dinner

Our HLP team joined the MY VYAP Makan Club "Arbitration After Hours" dinner on 6 August 2025 at Robert Low + Ooi, Damansara Heights. The evening brought together Malaysia's young arbitration community for an off-the-record exchange featuring special guests from Singapore. From hot takes on the latest developments to candid war stories and future trends, it was a night of learning, connection, and good food.

Recognised for Shaping Malaysia's DPO Framework

This year, our partners, Ong Johnson, Head of the Technology Practice Group, and Khai Yi Lo, Co-Head of the Technology Practice Group, had the privilege of being appointed by the PDPC to join the working group for the development of three PDP documents:

i. Data Protection Officer Competency Guideline
ii. Guideline on the Management of Data Protection Officer Training Service Providers
iii. Data Protection Officer Professional Development Pathway & Training Roadmap

These documents officially launched on 1 August 2025, forming a core part of Malaysia's newly introduced DPO framework under the Personal Data Protection Act 2010.

As members of the drafting committee, our partners worked closely with regulators to develop, design, and enhance the PDPA ecosystem. They received official certification and recognition from Norman Anak Peter, Deputy Commissioner for Personal Data Protection, in acknowledgment of their contributions to building the foundation of the DPO ecosystem and advancing the personal data protection landscape in Malaysia.

We thank the Pesuruhjaya Perlindungan Data Peribadi Malaysia (PPDP) for granting our partners the opportunity to be directly involved in shaping the regulatory foundation of Malaysia's DPO framework.

Dato' Quek Leads Panel on Cross-Border Risk Management

Our Managing Partner, Dato' Quek Ngee Meng, recently moderated a panel discussion on "Risk Management of Financial Services Supply Chain and China-ASEAN-GCC Commercial Dispute Resolution Mechanism" at the Seminar on Risk and Dispute Prevention Mechanisms in Global Industrial Chains, held recently in Beijing, China.

The event was jointly organised by the International Commercial Dispute Prevention and Settlement Organization (ICDPASO), the Malaysia-China Business Council (MCBC, ICDPASO Council Member), and the Asian Institute of Alternative Dispute Resolution (AIADR, ICDPASO Advisory Committee Member), with the aim of promoting multilateral collaboration and advancing alternative dispute resolution (ADR) mechanisms across borders.

The seminar brought together legal, business, and policy experts to explore effective approaches for mitigating risks and resolving cross-border disputes in today's interconnected global economy.

Welcoming Future Legal Minds from HCMC University of Law

We had the pleasure of hosting a study tour by students from the Ho Chi Minh City University of Law (ULAW), Vietnam, at our Kuala Lumpur office.

The visit began with an introduction to HHQ by our Partner, Goh Li Fei, followed by sharing sessions from our lawyers Chew Jin Heng on Legal Framework & Arbitration in Malaysia and Yeo Yi Qing and Aida Suhailah on How Technology Meets Law in today's digital era. The students also enjoyed a tour of our firm and concluded the day with a lively networking session over refreshments.

We thank HCMC University of Law for visiting us and for the enriching exchange of ideas with the next generation of legal minds.

Malaysia Bar Games 2025 – HHQ Shines on the Court, Table, and Board

HHQ proudly celebrated a weekend of sporting success at the Malaysia Bar Games 2025, with our lawyers delivering standout performances for the Kuala Lumpur Bar.

- Winn Wong Huang Wee clinched gold in darts, helping the KL Bar successfully defend its title in the event.
- Tan Keen Ling took home gold in pickleball, showcasing skill and agility on the court.
- Lum Man Chan, our Partner, represented the Melaka Bar in the pool competition, demonstrating great sportsmanship and competitive spirit.

These achievements reflect not only individual excellence but also the strong camaraderie and team spirit within HHQ. Congratulations to all our participants and the KL Bar contingent for their remarkable accomplishments at this year's Games!

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