



MOSES ABAS V. LAMNALCO (NICN/LA/20/2019)

Decision of employee not to respond to allegations made against him will not amount to a breach of lack of fair hearing — National Industrial Court, 26 July 2021

The Claimant was invited to appear before the disciplinary panel of his company for an allegation of misconduct. When he appeared before the panel, he insisted that he must be told the names of the people that reported him, instead of answering the allegations against him. When the panel refused to disclose the names of the people, the Claimant walked out of the disciplinary panel. The panel went on to consider his case and found him to have committed the alleged misconduct, pursuant to which he was dismissed.

The Claimant being aggrieved by the dismissal approached the National Industry Court to seek a declaration that the dismissal was unfair/wrongful on the ground that he was denied fair hearing, in addition to an order to set aside the dismissal for being in breach of his fundamental right to fair hearing. The Claimant also sought the sum of N13,427,840 (Thirteen Million, Four Hundred and Twenty – Seven Thousand, Eight Hundred and Forty Naira) being his accrued/unclaimed wages, entitlements/benefits and default of the Defendant to serve 3 (three) months prior notice of termination of appointment.

The Defendant company, represented by the law firm of RouQ and Co., argued that the Claimant was given a right to fair hearing, and that the Claimant's decision to leave the Disciplinary Panel on his own volition when offered the opportunity to defend himself, would not amount to denial of fair hearing.

The Court, agreeing to the position of the Defendant, held that the Claimant was given the opportunity to be heard having appeared before the Panel, and being confronted with details of the allegations leveled against him before dismissing him on the 6th of November 2018. The Court maintained that the dismissal was not wrongful, and that the Claimant is not entitled to the declaratory reliefs sought, payment in lieu of notice, and terminal benefits, having forfeited same to the Defendant upon his dismissal in line with the terms of his contract of employment.