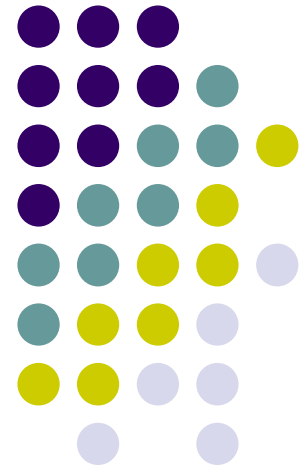


RECENT DEVELOPMENTS IN NIGERIAN LABOUR & EMPLOYMENT LAW

Presented by

BIMBO ATILOLA

LL.B (Hons.)LL.M (Lagos), B.L, ACI Arb (UK), MCIPM, ACTI,
Legal Practitioner & Labour Law Consultant, Publisher & Editor
in Chief, *Labour Law Review*. 08033342413,
bimboatilola@hybridsolicitors.com



Termination of Employment Without Reason and the Changing Face of the Law



- The common law rule, from time immemorial, has been that an employer needs not give reason for termination of employment, he only needs to comply with the applicable terms and conditions of the contract of employment. Thus, as a general rule, motive for termination is irrelevant as employers are at liberty to terminate for good reason, bad reason or no reason at all.
- This common law rule is, however, changing as the NIC is gradually moving away from this position. Employers of labour are now required to give reason(s) for termination. See **Ebere Aloysius v Diamond Bank Plc (2015) 58 NLLR (Pt. 199)**, **PENGASSAN v Schlumberger Anadril Nig. Ltd (2008) 11 NLLR (Pt. 29) 164**.
- **Validity of Mutual Separation Agreement**
- **See Gbenga Oluwatoye Vs Reckitt Benckiser South Africa (Pty) Ltd & Anor (2016) 37 ILJ 2723 (CC)**

Disciplinary Actions on account of Employee's Social Media Comments & Conducts.



- See *Crisp v Apple Retail (UK) Ltd* (20 ET/1500258/2011) where the UK Court upheld the dismissal of an employee on account of his disparaging comments about the employer's product on his private Facebook account. See also *Re Loughheed Imports Ltd (West Coast Mazda)* (2010) B.C.L.R.B.D NO. 190, where employees made "offensive, insulting and disrespectful comments" about their supervisors on their Facebook accounts. The British Columbia Labour Relations Board held that the employees were validly dismissed.

Post Termination/Resignation's Discovery of Gross Misconduct Warranting Dismissal



- In *Jombo v PEFMB* (2005) 14 NWLR (Pt. 945) the Supreme Court held that an employee cannot be dismissed from an employment that had ceased to exist, and consequently, any attempt to exercise any form of disciplinary power over an ex-staff is misconceived and an exercise in futility.



- Whistle-blowing and Whistle-blowers Protection at the Workplace. See **Olu Ibirogba v YABATECH (2015) 63 NLLR (Pt. 223) 343.**
- The Whistle-Blowers Protection Bill was passed by the Senate in July 2017, but yet to be passed by the House of Representatives.
- Prolonged and Indefinite Suspension and the Doctrine of Constructive Dismissal. See **Olafimihan v Novalay Fintech Ltd (1998) 4 NWLR (Pt. 547) 608.**
- Probation and the Doctrine/Principle of Deemed Confirmation of Employment. See **Dr. Adewumi Raji v Obafemi Awolowo University (2014) LPELR 22088 CA.**

Acceptance/Rejection of Resignation



- Can an employer lawfully or validly turn down an employee's letter of resignation either until the happening of an event or indefinitely? Some employees, realising that summary dismissal is imminent, may pre-empt the employer by quickly resigning.
- **Guiding Principles**
- An employer need not reply or acknowledge a letter of resignation.
- An employer may validly reject employee's resignation to enable it conduct investigation or where same is irregular in term of required length of Notice. See *Graham-Douglas Vs A.G (Rivers)* 1973 NMLR 77, *Ondo State Housng Corporation V Shittu* (1994) 1 NWLR Pt 321 P. 476, *Prof. Fetuga Vs University of Ibadan* (2000) 13 NWLR (pt. 683) pg. 118, *Rufus Amokeodo Vs IGP & 2 Ors* (1996) 6 NWLR (pt. 607) P. 467

Acceptance/Rejection of Resignation



- **NOTE:** This rule that an employer may in some circumstances reject employee's resignation is also changing. See **Adefemi V Abegunde (2004) 15 NWLR (Pt. 895) 1 CA**. Where the Court of Appeal held that there is absolute power to resign and no discretion to refuse the resignation. The NIC is currently following this trend. See **Ineh Monday Mgbeti v Unity Bank Plc unreported Suit No. NICN/LA/98/2014**, judgement delivered on 21st Feb. 2017. The practice of refusing letter of resignation by employers is held to amount to forced labour contrary to Section 34(1)(c) of the 1999 Constitution and Section 73(1) of the Labour Act. See also **Taduggoronno v Gotom (2002) 4 NWLR (Pt. 757) 453 CA**.

Acceptance/Rejection of Resignation



- Once an employee accepts salary in lieu of notice, he cannot be heard to complain later that his termination is wrongful – See **Odiase v Auchy Polytechnic (1998) 4 NWLR pt. 546 pg. 477**. The employee was paid 3 months salary in lieu of notice. He later sued for wrongful termination. His action was dismissed as he would be deemed to have waived his right.

SUMMARY DISMISSAL: LAW & PRACTICE



DEFINITIONS

What is summary dismissal?

This refers to the right to dismiss an employee without giving any notice nor payment in lieu of notice. It is usually based on gross misconduct.

What amount to gross misconduct?

It is a conduct of a grave and weighty character-see **UBN V Ogboh (1995)2NWLR pt 380 pg 647.**

It is customary to have list of acts constituting gross misconduct enumerated in the employees handbook or staff manual. But the character and list is by no means exhaustive and may vary depending on the nature of the employment in question. See also **Ajayi V Texaco Nig Ltd (1987) 3NWLR 63.**

SUMMARY DISMISSAL: LAW & PRACTICE cont'd



The letter of dismissal must state the reason, otherwise, it amounts to wrongful dismissal and may be actionable defamation. This is because dismissal implies gross misconduct and carries infamy and stigma. See *Abomeli V NRC* (1995) 1 NWLR pt 372 pg 451.



Grounds for Summary Dismissal

- Infidelity/ Dishonesty
- Bribery/Corruption
- Drunkenness/Drug addiction
- Gross immorality having bearing on the job
- Wilful disobedience to lawful orders
- Indulgence in violence
- Dereliction of duty
- Conviction of criminal offence having bearing on employment
- Gross insubordination
- Social media misconducts affecting Employer's Business/Reputation



Query

- Can an employee be validly dismissed for misconduct outside workplace?
- It depends on the following:
 - Does the misconduct have a bearing on the role performed by the employee? E.g a conviction for theft of a trainee accountant
 - Any effect on the reputation of the company?
 - Does the misconduct affect other employees? E.g assault on other employees
 - Pre-Hiring Checks of Social Media Conducts: A Legitimate enquiry or an Unlawful Intrusion?
 - Disciplinary Actions on Account of Employee's Social Media Conduct or Comments



Consequences peculiar to Dismissal

Consequences peculiar to Dismissal are:

- Infamy & Stigma
- Loss of benefits – What is the effect of the regime of Pension Reform Act on the law of dismissal?
- Personal injuries, loss of future employment opportunities

DISMISSAL AND THE REQUIREMENT OF FAIR HEARING



- In Dismissal, normal internal disciplinary procedures must be followed otherwise the dismissal becomes wrongful.
- The employee must be accorded fair hearing.
- He must be afforded reasonable opportunity to defend the allegation.
- The disciplinary panel must be constituted in a manner to secure or guarantee its independence or impartiality.
- Right to be accompanied
- Where the company is unionised, recourse must be made to the relevant provisions of the CBA in force.

DISMISSAL AND THE REQUIREMENT OF FAIR HEARING



- If the employee refuses to attend and has no reasonable excuse (e.g. sickness, insufficient time to prepare, or unavailability of the “companion”) the matter may be heard in his absence.
- **Forced Resignation** – There are cases where employers ask employees to resign. This may amount to constructive dismissal and such employees may sue for damages. See *Ebere Ukoji v Standard Alliance Life Assurance Ltd* (2014) 47 NLLR (Pt. 154) 531. See also *Patrick Modilim v UBA* unreported Suit No. NICN/LA/353/2012 judgement delivered on 19th June, 2014.

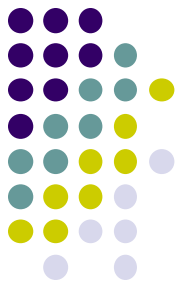
SUMMARY DISMISSAL UPON ALLEGATION OF CRIME



The question is often asked whether conviction by a court of law is a sinequanon where the ground of dismissal borders on criminality. This is in view of section 36(4) of the 1999 constitution which provides that a person charged with a criminal offence shall be entitled to fair hearing before a court of law.

The law is that a master can validly dismiss his servant on criminal allegation and does not need to wait for trial and conviction of the servant. It is sufficient if the servant is accorded a right to be heard before a disciplinary panel. See **Ansambe V Bank of the North Ltd (2005) 8 NWLR pt. 928, pg 650, Arinze V 1st Bank (2004) 5 SC pt 1 pg 160, Esiaga V University of Calabar (2004) 6 MJSC 69, Yusuff V Union Bank Ltd (1996) 6 NWLR pt 457 pg 632.**

- Dismissal takes effect on the date the letter is written. See *New Nig. Bank Ltd v Obevudiri* (1986) 3 NWLR (Pt. 29) 387 CA.
- Dismissal & Termination cannot be made retroactive. See *Underwater Eng.Co Ltd v Dubefon* (1995) 6 NWLR (Pt. 400) 156 SC.



SUMMARY DISMISSAL IN CASES OF CONTRACT OF EMPLOYMENT WITH STATUTORY FLAVOUR

A contract of employment is said to be with statutory flavour where same is a creation of statute. This is usually employment in the public sector. See however the recent supreme court decision in Longe v 1st Bank (2010) 6 NWLR pt. 1189.

In contract of employment with statutory flavour, the employees may only be validly dismissed by complying strictly with the procedure prescribed in the enabling statute. Failure to do so will render the purported dismissal as unlawful and null and void and the employee will be entitled to be reinstated. **See Shita Bey V Federal Civil Service Commission (1981) 1 SC 1, Olaniyan V Unilag (1985) 2 NWLR pt. 9,pg 598.**



SUSPENSION

There are 2 types of suspension at the Workplace

1. **Punitive/Disciplinary Suspension**
2. **Investigative/Administrative Suspension**

ISSUES

- When may an employee be suspended?
- Does an employee has the right to be heard before suspension?
- Is an employee on suspension entitled to be paid?
- Suspension for too long amounts to constructive dismissal and employee may sue for wrongful termination of employment. See **ILODIBIA v NIG CEMENT COMPANY (1997) 53 LRCN 2507**, see also **OLAFIMIHAN V NOVA LAY TECH LTD (1998) 4 NWLR (pt 547) 608**, **Sergeant Nte Idada V IGP Suit N0 NICN/LA/91/2013, Judgement delivered on 30th March, 2017**
- Vindictive suspension however amounts to unfair labour practice and same is actionable. See **Abdulrahman Yetunde Mariam v UNILORIN Teaching Hospital Management Board (2013) 35 NLLR (Pt. 103) 40 NIC.**



SUSPENSION

- Employers must avoid unduly prolonged suspensions . See Dayo Buluro v NIPR unreported Suit No. NIC/LA/23/2009, judgement delivered on 14th April 2011, See also Sergeant Nte Ibada v IGP & 2 Ors unreported Suit No. NICN/LA/91/2013, judgement delivered on 30th March, 2017.

REMEDIES



- Damages. This cannot be at large however. The appropriate damage is the salary equivalent of the required length of Notice for termination of the contract as per the contract of employment between the parties. This is because the employer is simply exercising his common law right to “hire and fire”.
- Reinstatement – This is only applicable in contracts with statutory flavour as the court would not impose a willing employee on an unwilling employer.

LEGAL ISSUES IN EMPLOYMENT BOND



Why employment bond?

- This, in most times, is to secure an employer's investment on its staff usually training expenses. Training is an important business investment and like all investments, employers expect returns on investments. This is a legitimate expectation and same is recognised in Law. The returns are basically in form of optimal utilisation of the skills acquired from the training for the growth and development of the company and transfer of the acquired knowledge to the other workforce.
- Employment bonds are generally legitimate and enforceable but subject to meeting some conditions. See *Overland Airways Ltd v Oladeji Afolayan & Anor*, unreported Suit No. NICN/LA/19/2011, judgement delivered on 2nd May, 2014, *Overland Airways Ltd v Captain Joseph Gamara*, unreported Suit No. NICN/LA/141/2011, judgement delivered on 7th January, 2016. See also *Overland Airways Ltd v Captain Raymond Jam* (2015) 62 NLLR (Pt. 219) 525, *Iscare Nig Ltd v Victoria Omotayo Akinsanya & Anor*, Suit No. NICN/LA/484/2012, Judgement delivered on the 19th May, 2017.

Conditions For Enforceability of Employment Bond



- The terms must be reasonable especially the duration.
- The bond must have been entered into prior to the training and not afterwards, otherwise, same amounts to a past consideration which is not enforceable in Law.

LEGAL ISSUES IN EMPLOYMENT BOND

- Employees on bond are usually required to refund the bond value should they want to leave before the expiration of the bond. The employer sometimes insist on a guarantor for the bond especially where the employee may not be in a position to pay the bond value.

▪



- Are employment bonds violations of Section 34(1)(c) of the 1999 Constitution of Nigeria which provides that every individual is entitled to respect for the dignity of his person, and accordingly no person shall be required to perform forced or compulsory labour. See also Section 73 of the Labour Act which also makes provision for the prohibition of forced labour.
- The answer is NO. The employee on bond has a choice. He has the option to refund the bond value. So, it's not really a forced labour *stricto sensu*. See *Overland Airways v Captain Raymond Jam (supra)*

COVENANTS IN RESTRAINT OF EMPLOYMENT/TRADE (RESTRICTIVE COVENANTS)



- This is a form of post termination restrictions on employees. It is common practice for employment contracts to contain a variety of post termination restrictions prohibiting a departing employee from working for or joining the employment of a competitor or from soliciting the company's clients or customers. Some even contains restrictions on trade or business to be undertaken after leaving employment (Non-compete clauses)
- As a general rule, covenants in restraint of trade and employment are void and unenforceable as such covenant are contrary to public policy. There are however some exceptional circumstances where the Court will enforce such covenants.

Conditions For Enforceability of Restrictive Covenants in Employment



- The restrictions must be reasonably necessary for the protection of a legitimate interest.
- The employee must be such that would be in possession of the employer's trade secret.
- The restriction must be reasonable in terms of the scope (activities prohibited) duration of the restriction and the geographical scope of the restriction.
- The question of reasonability will depend on the facts of each case. In the English case of *Thomas v Farr Plc* (2007) ECWA CIV 118, the Court held that a non-compete clause of 12 months duration in a contract of employment of an MD of an Insurance brokerage company is valid.

Conditions For Enforceability of Restrictive Covenants in Employment



- See also the following cases:
- - *Andreas Koumoulis v Leventis Motors Ltd* (1973) 1 ALL NLR (Pt. 2) 144, *Nordenfeld V Nordenfeld* (1894) AC 355, *Leontaritis v Nigerian Textile Mills Ltd* (1967) NCLR 114, *John Holt & Co (Liverpool) Ltd v Chalmers* (1918) 3 NLR 77.
- See also the more recent cases decided by the National Industrial Court of Nigeria to wit, *Lacasera Company v Prahlad Kottappurath Gangadharan* (Suit No. NICN/LA/533/2013 judgement delivered on March 17, 2016), *Viramsun Nig Ltd v Nitesh Kumar & Anor* (Suit No. NICN/LA/459/2013) judgement delivered on November 5, 2015.

Conditions For Enforceability of Restrictive Covenants in Employment



- See also the more recent cases decided by the National Industrial Court of Nigeria to wit, *Lacasera Company v Prahlad Kottappurath Gangadharan* (Suit No. NICN/LA/533/2013 judgement delivered on March 17, 2016), *Viramsun Nig Ltd v Nitesh Kumar & Anor* (Suit No. NICN/LA/459/2013) judgement delivered on November 5, 2015, *The Market Research Consultancy Ltd v Pradipta Kumar Mitra* unreported Suit No. NICN/LA/523/2014, judgement delivered on 19th January, 2017. The case of *Studio Press Nig Plc v Garnesh Kadoor & Anor* unreported Suit No. NICN/LA/144/2015, judgement delivered on 18th March 2016, appears to be the only recent case in Nigeria where a covenant in restraint of trade (2 years after cessation of employment) was held valid.

Sexual Harassment at the Workplace: Individual & Corporate Liability



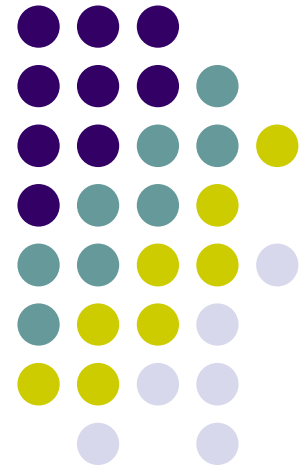
- See Pastor (Mrs) Abimbola Patricia Yakubu v Financial Reporting Council of Nigeria & Anor, Suit No. NICN/LA/673/2013 judgement delivered on the 24th November, 2016. See also Ejieke Maduka v Microsoft Nigeria Ltd & Ors (2014) 41 NLLR (Pt. 125) 67.

Pre- Employment HIV/AIDS Test & Termination on Account of HIV/AIDS Status



- See HIV and AIDS (Anti-Discriminatory) Act 2014, Lagos State Protection of Persons Living with HIV and Affected By AIDS Law (2007).
- See also Emmanuel Ejiogu Onuhikemi v Smridu Nigeria Ltd Suit No. NICN/LA/265/25, Judgement delivered on the 15th July, 2016.

MANAGING LEGAL RISKS IN LABOUR OUTSOURCING



MANAGING LEGAL RISKS IN LABOUR OUTSOURCING



- The world of work has seen tremendous changes in the last decade, including the increasing dominance of non-standard work arrangements.
- Outsourcing has become a global phenomenon and one of the fastest growing business models in Nigeria. Outsourcing is defined as the process by which an organisation contracts out an activity with a third party provider to get some of its work done. It involves contracting out an activity to a party who is specialised in that particular task. The outsourced activities are usually considered as non-core aspects of the business.

MANAGING LEGAL RISKS IN LABOUR OUTSOURCING CONT'D



- In this class, we are concerned with legal issues involved in labour/manpower outsourcing
- Outsourcing can be local or across national borders (offshore outsourcing)

Why Outsourcing?



- To enable organisations concentrate on its core business
- Competitive advantage/ special knowledge/ Special Resources e.g Some Outsourcing companies in Nigeria have distinguished themselves in some areas and in some industries e.g security, canteen services, e.t.c
- Reduced cost
- Avoid labour problems
- Possible tax advantages

DEFINING RIGHTS, DUTIES AND OBLIGATIONS IN A TRIPARTITE EMPLOYMENT RELATIONSHIP



DEFINITIONS

The traditional or typical employment relationship is strictly between two Parties i.e. the employer and the employees. This is the commonest arrangement and same is very simple to manage. Corresponding rights, duties and obligations flow from both parties to the contract of employment.

- ❑ Is Manpower Outsourcing a Lawful Enterprise in Nigeria?



WHAT IS A CONTRACT OF EMPLOYMENT?

- Section 91(1) of the Labour Act defines a contract of Employment as "any agreement, whether oral or written, express or implied, whereby one person agreed to employ another as a worker and that other person agrees to serve the employer as a worker"(underlining mine)

From the above definition, a traditional contract of employment contemplates a two - party relationship i.e. (Employer - Employee relationship) .



WHO IN LAW IS AN EMPLOYER?

- Section 91(1) of the labour Act defines "Employer" to mean "Any person who has entered into a contract of employment to employ any other person as a worker either for himself or for the service of any other person, and includes the agent, manager or factor of that first mentioned person and the personal representatives of a deceased employer" (underlining mine) .



WHO IN LAW IS AN EMPLOYER? Cont'd

- The above statutory definition of an employer contemplates a tripartite employment relationship i.e employment relationship involving the principal, contractor and contractor's employees).
- In *PENGASSAN v MOBIL Producing Nig. Unlimited* (2013) 32 NLLR (Pt. 92), the NIC refused to declare outsourcing as unlawful.
- The ILO has NOT brandished outsourcing as an unfair labour practice.
- ILO and the doctrine of primacy of facts



WHO IN LAW IS AN EMPLOYER? Cont'd

- The increasing waves of industrialization across the globe and the need for organisations to remain focused on their core business, inter alia, contributed to the transition from the conventional bilateral to tripartite employment relationships.

OUTSOURCING AND LEGAL & CORPORATE RISKS



- As stated earlier, this relationship involves 3 parties i.e the principal, contractor and the contractor employees. The principal retains the services of the contractor to provide its workforce. The contractor employs the workforce and deploy them to the respective principal's place of business. While a contract of employment (Master-Servant relationship) exists between the contractor and the contractor's employees, no such relationship exists between the principal and the contractor's employees.
- The contractor exercises all the powers of an employer over his employees deployed to the Clients place of business.

MANAGING LABOUR OUTSOURCING RISKS



- Outsourcing Agreements must be carefully structured to avoid creating co-employment. Client companies must also be careful not to take steps that would create co-employment and the attendant joint liabilities. See *Onumalobi v NNPC & Warri Refining & Petrochemical Company (2014)1 NLLR Pt. 2 Page 304*, *John Ameh v Indorama Eleme Petrochemicals Suit No. NICN/LA/484/2013*.

MANAGING LABOUR OUTSOURCING RISKS



- The Service Level Agreement (SLA) must address all the important terms and conditions, including parties rights, obligations and expectations. Unaddressed issues in SLAs are recipes for contractor-client relations crisis, conflicts and attendant service disruption & failures.
- Insurance
- Health & Safety
- Remuneration – Fees, Not salaries
- Statutory Obligations & Compliance
- Dispute Resolution
- Performance & Quality Metrics
- Dispute Resolution



OTHER LEGAL RISKS

- Primary & Vicarious Liability
- Corporate Risks
- Exposure of Trade Secrets
- Security Risks & Loss of Confidentiality & Privacy
- Reputational Risks
- Quality Control Risks
- Erosion of Corporate Culture & Brand

RIGHTS, DUTIES AND OBLIGATIONS OF EMPLOYER AND EMPLOYEES



- Employers and employees owe each other some duties and obligations which are legally enforceable. They are as follows:



DUTIES OF EMPLOYER TO THE EMPLOYEES

- ❑ Duty to pay remuneration
- ❑ Duty to provide safe working premises.

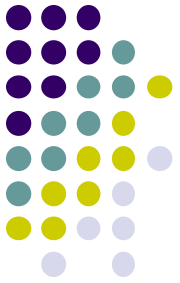
However, in tripartite employment relationship, the contractor is expected to liaise and collaborate with the principal in the discharge of this *duty*.

CASE STUDIES

- See **WESTERN NIGERIAN TRADING CO. LTD. VS. BUSARI OJO (1965) NMLR 178**
- **STRABAG CONSTRUCTION NIG. LTD. VS. OKPAN**

DUTIES OF EMPLOYER TO THE EMPLOYEES

cont'd



- Duty to provide a reasonably competent workforce.

CASE STUDY

- See HUDSON VS. RIDGE MANUFACTURING CO. LTD. (1957) 2 Q. B Page 348.



DUTIES OF AN EMPLOYEE TO THE EMPLOYER

- ❑ Duty to obey lawful and reasonable orders. An employee may be validly dismissed for disobedience to a lawful and reasonable order.
- ❑ Duty to be faithful, loyal and honest to the employer. (Duty of Fidelity).
 - An employee should not put himself in a position where his personal interest will conflict with his duties
 - No secret profit
- ❑ Duty to exercise reasonable care, skill and diligence in the performance of his duties.
- ❑ Duty to work only for the employer in the employer's time.
- ❑ Duty to keep employer's confidential information.

BEST PRACTICES IN THE SELECTION OF LABOUR CONTRACTORS & SERVICE PROVIDERS



- Prequalification Documents
- Evidence of Compliance with statutory obligations
- Employee Handbook is an important work place document. A standard Employee Handbook states clearly the rights, duties and obligations of the parties to employment including those terms and conditions that cannot be defined in a letter of offer or contract of employment. The terms and conditions defined in an Employee Handbook constitute an integral part of the contract of employment and same are enforceable. It is a common to have a clause in a letter of offer of employment incorporating the terms of the Hand book.
- Principal companies/ Contractors must consider getting an employee Handbook.



STATUTORY DEDUCTIONS

- Contractors must be a responsible corporate body. They must comply with all relevant labour laws as regard statutory deductions. The relevant laws include
 - Personal Income Tax Act
 - Pension Reform Act
 - The New Employees Compensation Act
 - Group Life Assurance



- There are civil and criminal sanctions for non-compliance (including non-remittance of deductions)
- Outsourcing and Corporate Risks
- **Outsourcing & representational rights**
- Workers have the right to associate by joining a relevant trade union for the protection of their interest. All categories of workers including casual, contract, temporary and outsourced workers have the right to join a trade union relevant to their employers industry.



- See Section 1(1) of the Trade Unions Act. See also Patovilki Industrial Planners v National Union of Hotels & Services Workers (Suit No. NIC/12/89), Management of Harmony House Furniture Company v National Union of Furniture, Fixtures & Wood reported in the Digests of Judgements of NIC 1978 – 2006, P. 187.
- However, under the Trade Union Act, formation and membership of trade union is along industry line. The object clause of the Memorandum of Association of a company determines the relevant union to associate with.
- Outsourced workers may only join the trade unions applicable to the industry of their primary employers, and not the industry of the client companies. See **NUPENG v Maritime Workers Union (MWUN) (2015) 61, NLLR, NUPENG v MWUN (2012) 28 NLLR Pt. 80 Page 309.**



THANK YOU