NATIONAL YOUTH SERVICE CORPS

V.

EZE AMADI UKACHUKWU

IN THE SUPREME COURT OF NIGERIA

HOLDEN AT ABUJA

SC/130/2008

Mohammed Lawal Garba

Adamu Jauro

Moore Aseimo. A. Adumein

Obande O. Festus

Abubakkar SADIQ Umar.

Friday, 4th July 2025

Action: Ouster Clause - where an Ouster Clause is inserted in the statute and in the constitution - differences thereto - the principle in Inakoju & Ors. Vs. Adeleke & Ors. (2007) LPELR -1510(SC)

Action: Decision therein - whether all cases must decided on their peculiar facts and circumstances

Court: Judicial process - where a party undermines the judicial process - whether a court abhor such an act which tends to undermine the judicial process

Court: Ouster Clauses - approach of court thereto - the principle in Idowu Ibiowotisi & 4 Ors. Vs. PA Bakare Agbaye & Anor (unreported)

Jurisdiction: National Industrial Court - jurisdiction thereof

Judgment & Orders: Alleged conflicts in two decisions of the Supreme Court - when arises - whether decisions should not be read out of context - the principle in Adegoke Motors Ltd. Vs. Adesanya & Anor (1989) LPELR -94(SC)

Jurisdiction: Sources - relevance thereof

Jurisdiction: When Court is said to have jurisdiction - the principle in Madukolu vs. Nkemdilim (1962)2 SCNLR 341

Master & Servant: Dismissal of a servant - where letter of dismissal was not signed by the appropriate authority - effect thereof - the principle in Jombo vs. Petroleum Equalisation Fund (Management Board) supra

Master & servant: Dismissal of an employee - connotation thereof

Master & Servant: Dismissal and termination - differences therein - the principle in Jombo vs. Petroleum Equalisation Fund (Management Board)(2005)14 NWLR (Pt.945)443

Master & Servant: Dismissal and termination - where an employee whose employment has earlier been terminated is subsequently dismissed - whether the dismissal is futile and of no effect

Parties: Manipulation of the adjudicatory process - where a litigant manipulates the adjudicatory process - attitude of court thereto - the principle in Garba vs. F. C. S. C & Anor (1988)1 NWLR (PT.71) p.449-470

Statute: Decree No.17 of 1984 - Ouster of jurisdiction of court - relevant principles

Stare decisis: Conflict in decision - where there are conflicts in two decisions of the Supreme Court - proper approach thereto

Stare decisis: Conflict in decisions of the Supreme Court - when it occurs

Stare decisis: Previous decisions - how distinguished

Stare decisis: Jombo vs. Petroleum Equalisation Fund (Management Board) (supra) - whether similar to the present case

Words and Phrases: Jurisdiction - meaning

Words and Phrases: Ouster Clause - meaning

Words and Phrases: Appropriate authority - meaning - Decree No.17 of 1984 considered

Words and Phrases: Public officer - meaning - Decree No.17 of 1984 considered - Sec. 4(1) of the Decree No.17 of 1984 considered

Issue:

> Whether given the peculiar facts and circumstances of this case, the Court of Appeal was **right in holding that the** trial court had jurisdiction to hear and deterrnine the Respondent's suit? (Grounds 1, 2 & 3)"

Facts:

The Plaintiff/Respondent sued the Defendant/Appellant claiming certain declaratory and injunctive reliefs for unlawful dismissal from service.

The Respondent was an employee of the Appellant. He was however, dismissed from the service of the Appellant by a letter dated 6th January 1999. As a result, the Respondent took out a writ of summons and a statement of claim to challenge his dismissal.

The Appellant filed a motion praying for an order dismissing or striking out the suit for lack of jurisdiction. The ground for the application was that under Decree No. 17 of 1984 on which basis the Respondent was dismissed. The court lacks jurisdiction to enquire into any matter therein.

The trial court upheld the preliminary objection.

Dissatisfied, the Respondent successfully appealed to the Court of Appeal Abuja Division, hence a further appeal to the Supreme Court.

Held (unanimously dismissing the appeal):

1. On meaning of jurisdiction -

Jurisdiction refers to the power of a court to entertain or preside over a case. It refers to the authority which a court has to decide matters before it or take cognizance of matters presented before it for its decision. It is the very basis upon which a court or tribunal entertains, considers or tries a case or settles a dispute placed before it by feuding parties.

2. On sources and relevance of Jurisdiction -

Jurisdiction of a court is vested and may as well be limited by the Constitution, statute creating the court or other statutes. Jurisdiction in our judicial system is a threshold issue. It is an issue that ought to be decided the moment it rears its head, The reason *for* this is not farfetched, it is inextricably linked to vital role played by jurisdiction in the adjudicatory process. It is trite that where a court lacks jurisdiction, any proceedings conducted, including trial conducted and decision reached, are an utter nullity and an exercise in futility. It is for this reason that jurisdiction has been described as the lifeblood, the life wire or the soul of adjudication. It has also been equated to the role played by an engine in an automobile. In essence, no valid adjudication can be conducted where a court lacks jurisdiction and any proceedings so undertaken, no matter how well or beautifully conducted, would amount to nothing but a waste of scarce judicial time and resources. See **HASSAN V**. **EFCC & ORS (2024) LPELR** – **62999 (SC); SAMUEL V**. **APC & ORS** (2023) LPELR – 59831 *(SC);* UNIVERSAL PROPERTIES **LTD V**. **PiNNACLE COMMERCIAL BANK & ORS (2022)** LPELR – *57808 (SC);* GARBA V. MOHAMMED & ORS **(2016) LPELR** – **40612 (SC); SALISU & ANOR V**. **MOBOLAJI & ORS (2013) LPELR** – **22019 (SC); MUSACONI LIMITED V**. **ASPINALL (2013) LPELR** – **20745 (SC); DINGYADI & ANOR V**. **INEC & ORS (2010) LPELR** – **40142** ***(SC) ;*** **GBAGBARIGHA V**. **TORUEMI & ANOR (2012) LPELR** – **15535 (SC); AKERE & ORS V**. **GOV OF OYO STATE & ORS (2012) LPELR** – **7806 (SC); SHELIM & ANOR V**. **GOBANG (2009) LPELR** – **3043** ***(SC);*** **NDIC V**. **CBN & ANOR (2002) LPELR** – **2000 (SC); SHITTA-BEY V**. **AG FEDERATION & ANOR (1998) LPELR** – **3055** ***(SC); MATARI & ORS V. DANGALADIMA & ANOR (1993) LPELR -25714***

3. On when court is said to have jurisdiction -

In the locus classicus on the conditions to be met before a court is competent to hear a case, MADUKOLU V. NKEMDILIM **(1962) 2 SCNLR 341**, the guiding factors as to when a court is said to have jurisdiction were famously set out to be when:

(1) The court is properly constituted as regards numbers and qualifications of the members of the bench, and no member is disqualified for one reason or another; and

(2) The subject matter of the case is within its jurisdiction, and there is no feature in the case which prevents the court from exercising its jurisdiction; and

(3) The case comes before the court initiated by due process *of* law, and upon fulfilment of any condition precedent to the exercise of jurisdiction.

See also **DINGYADI & ANOR V**. **INEC & ORS** (supra); **RIVERS STATE GOVERNMENT OF NIGERIA & ANOR V**. **SPECIALIST KONSULT (SWEDISH GROUP) (2005) LPELR – 2950** ***(SC)*** ***;*** **MARK & ANOR V**. **EKE (2004) LPELR – 1841** ***(SC);*** **A]AO & ORS V**. **ALAO & ORS (1986) LPELR – 285 (SC)**

4. On meaning of ouster clause -

An ouster ciause is a statutory provision that limits or excludes the power or jurisdiction of courts, thereby making actions or decisions to which the provisions relate, non-justiciable. Ouster clauses are often inserted in statutes or decrees to prevent the courts from reviewing decisions or actions of the executive or other public bodies.

5. On the approach of court to ouster clauses -

Courts ought to and do guard their jurisdiction jealously. For this reason, courts, whether during the periods when Nigeria was operating under

military rule or under our present democratic dispensation, detest ouster clauses. That notwithstanding, the treatment of ouster clauses under rriiitary rule is different from how they are treated under a democratic governance. In IDOWU IBIOWOTISI & 4 ORS V. PA BAKARE AGBAJE & **ANOR (UNREPORTED)** delivered on 21st June, 2024, this court highlighted the distinction thus:

> '-**When Nigeria was under military rule**, **the judicial policy was to reluctantly abide by clear and precise ouster clauses since the supremacy of the** Constitution was non-existent under military rule. As we are now in a democratic dispensation, courts **are reluctant to uphold ouster clauses**. **Courts often deploy** the potency of Section 6 of the Constitution to void such provisions as unconstitutional, thereby **assuming jurisdiction over the dispute in question**. **This must be so because the right of access to court is one of the pillars of democratic government**. **It serves as a leveller between the powerful and the powerless**, **it affords the oppressed an opportunity to challenge the actions of his oppressor**. **This is why courts jealously protect their jurisdiction and do not take kindly to ouster clauses**."

6. On difference between an ouster clause "in the statute" and "in the constitution "-

Just like there is a difference between the treatment of ouster clauses under military rule and in a democracy, there is also a difference between

the treatment of an ouster clause in a democracy where same is contained in a statute and where it is inserted in the Constitution.This court per Niki Tobi, JSC elucidated on the difference in **INAKOJU & ORS V**. ADELEKE **& ORS (2007) LPELR** – **1510 (SC)** at p. 68, paras B – F thus:

> **"Ouster clauses are generally regarded as antitheses to democracy as the judicial system regards them as unusual and unfriendly**. **When** ouster clauses are provided in statutes, the courts **invoke Section 6 as barometer to police their constitutionality or constitutionalism**. **The courts become helpless when the Constitution itself provides for ouster clause**, **such as Section 188**. In **such a situation**, **the courts hold their heads and arms in despair and desperation**. **They can only bark but cannot bite**. **Their jurisdiction is to give effect to the ouster clause because that is what is in the Constitution or what the Constitution says**. **It is in the light of this very helpless situation of the courts**, **the upholders of the rule of law**, **that parties should not urge them to interpret section of the Constitution as ousting their jurisdiction when it is not**. **Ouster Clause is a very hard matter of strict law** which rnust be clearly donated by the provision. It is not a subject of speculation or conjecture,"

7. On the provision of Degree No. 17 of 1984 -

The provision with which we are concerned here is Section 3(3) of the Public Officers (Special Provisions) Decree No. 17 of 1984. This is obviously a provision of a Decree promulgated under a military regime; hence it cannot be rescued by the provision of Section 6 of the Constitution. It provides thus:

> ***No*** civil **proceedings shall lie or be instituted in any court *for* or on account of or in respect of** any act, **rnatter or thing done or purported to be done by any** person under this Decree and if any such **proceedings have been or are instituted before**, **on or after the making of this Decree**, **the proceedings shall abate**, **be discharged and made void**."

By every measure and in any way in which the above provision is construed, it is beyond doubt that it is an ouster clause. It ousts the jurisdiction of any court in respect of any civil proceedings *for* or on account of or in respect of any act, matter or thing done or purported to be done by any person under the Decree and also abates or voids any proceedings that had been instituted .

8. On meaning of appropriate authority -

The question then is : what amounts to *any act*, *matter or thing done or purported to be done by any person under the Decree?* Section 1(1)(d) and Section 4(2) of the Decree come in handy in the search for an answer to the question. They provide thus:

Section 1(1)(d) :

"Notwithstanding anything to the contrary in any law, **the appropriate authority if satisfied that**:

(d) the general conduct of a public officer in relation to the performance of his duties has **been such that his further or continued** employment in the relevant service would not: **be in the public interest**,

(i) may dismiss or remove the public officer summarily from his office, **or**

(ii) retire or require the public officer to compulsorily retire from the relevant public service"

Section 4(2) defines "appropriate authority" as :

"In the operation of this Decree, **the appropriate authority** –

(a) in respect of any office which was held for the purposes of any State, shall be the Military Governor of that State or any person authorized **by him; and**

(b) in any other case, **shall be the President or any person authorized by him or the Armed Forces Ruling Council**."

9. On the operation of Degree No. 17 of 1984 -

By the combined effect of all the provisions set out above, it is evident that for a court's jurisdiction to be ousted pursuant to Decree No. 17 of 1984, a public officer must have been dismissed, removed summarily from office, retired or asked to compulsorily retire and the dismissal, summary removal,

retirement or advice to compulsorily retire must have been done by the appropriate authority, who must be the Military Governor of a State or any person authorized by him, where the office of the public officer was held for the purpose of that State; or in any other case, the President or any person authorized by him or the Armed Forces Ruling Council.

10. On meaning of public officer in Degree No 17 of 1984-

It is relevant at this juncture to consider the definition of a "public officer" under the Decree and whether the Respondent was a public officer prior to his employment, Section 4(1) of the Decree defines a public officer thus :

> "In this Decree, "public officer" means any person who holds or has held any office on or after 31st Decernber, 1983 in –
>
> (a) the public service of the Federation or of a State **within the meaning assigned thereto by section 277(1) of the Constitution of the Federal Republic of Nigeria 1979;**
>
> **(b) the service of a body whether corporate or unincorporated established under a Federal or State law;**
>
> **(c) a company in which any of the Governments in the Federation has a controlling interest**."

From the facts available on record as well as the letter dated 6th January, 1999, it is without doubt that the Respondent was a public officer. Not only was he a member of the public service of the Federation, he was in

the service of the Appellant – a body originally established under the National Youth Service Corps Decree No. 24 of 22nd May, 1973, a Federal law, which Decree was repealed and replaced by the National Youth Service Corps Decree No. 51 of 16th June, 1993, another Federal law. He was therefore a public officer within as contemplated by Decree No. 17 of 1984.

11. On connotation of dismissal of an employee -

For the sake of emphasis, it is important to bear in mind that for the jurisdiction of court to be ousted pursuant to the provisions of the Public Officers (Special Provisions) Decree, the above provisions must be strictly complied with. This is in line with the earlier stated position of the law that ouster clauses must be subjected to a narrow construction.

It may be remembered that the Respondent received two letters *of* dismissal from the Appellant. Dismissal of an employee refers to the bringing to an end, the employment relationship between an employer and employee due to gross misconduct, poor performance, commission of a crime or other similar reasons. In most cases, an employer dismisses an employee as a disciplinary action where the conduct of the employee is of a serious and weighty nature. The bottom line here is that the dismissal of an employee brings a definitive end to the employment relationship between the employer and the employee.

12. On distinction between dismissal and termination of employment -

In **JOMBO V. PETROLEUM EQUALISATION FUND (MANAGEMENT BOARD) (supra)**, this court examined the effect of an employer bringing an end to the employment relationship with an employee. In that case, the employment of the employee in question was terminated, but the 1st Respondent employer purportedly dismissed the employee thereafter. It needs to be said at this juncture that dismissal of an employee and termination of an employee's employment carry different connotations and implications. As pointed out in *Jombo*'s *case (supra)* , the difference lies in the fact that dismissal is accompanied by ignominy and is often a punitive or disciplinary measure exercised by the employer that leads to loss *of* terminal benefits; while terrnination of employment is an option that can be exercised by either side and does not lead to loss of terminal benefits. Nevertheless, whether an employee is dismissed or his employment is terminated, the end result is the same – the employment is brought to an end. Hence, in *Jombo's case (supra)* , this court per Oguntade, JSC illuminated on the point at page 467, paras. A – C thus:

> **"Termination" or "Dismissal" of an employee by the employer translates into bringing the employment to an end. Under a termination of appointment, the employee is enabled to receive the terminal benefits under the contract of employment. The right to terminate or bring an employment to an end is mutual in that either may exercise it. "Dismissal" on the other hand is punitive and depending on the contract of employment**

very often entails a loss of terminal benefits. **It also carries an unflattering opprobrium to the employee**.

13. On dismissal of an employee who had earlier been terminated -

What then can be the meaning of dismissing an employee from a relationship which no longer exists arising from the earlier termination? The two courts below should have seen that the latter dismissal of **plaintiff/appellant is** irrelevant and diversionary **following his** earlier termination." (emphases mine)

For this reason, the Letter of Dismissal served on the Respondent by the Appellant dated 6th January, 1999, brought an end to the ernployrnent relationship between the parties. Stated differently, the letter of 6th January determined the employer-employee relationship between the Appellant and the Respondent, meaning the Respondent ceased to be an employee of the Appellant. It stands to reason that the second Letter of Dismissal dated 26th April, 1999 which was served on the Appellant was futile and of no effect. At the time of the service of the letter of 26th April, 1999, the Respondent had ceased to be the employee *of* the Appellant *for* over three months, hence there was no employer-employee relationship to bring to an end. In essence, the Respondent could not be re-dismissed.

14. On whether court abhors acts which undermine the judicial process-

Furthermore, courts abhor the deployment of any deceptive sleight by any of the parties to litigation, aimed at rendering the court powerless or foisting a

fait accompli on the court. Such acts not only put the opposing party at an unfair disadvantage, they are disrespectful to the court, they tend to undermine the adjudicatory role and power of the court, they amount to an abuse of the process of court and may even be contemptuous of the court. Thus, any move made by a party during-the pendency of litigation targeted at frustrating the other party or gaining an unfair advantage over him is liable to be nullified by the court. See **OJUKWU V. GOV., LAGOS STATE (1986) 3 NWLR (PT. 26) 39; N.P.F. V. POLICE SERVICE COMMISSION (2024) 2 NWLR (PT. 1922) 231; MOORE ASSOCIATES LTD V. EXPHAR S.A. (2023) 3 NWLR (PT. 1872) 619**. A similar scenario played out in **JOMBO V. PETROLEUM EQUALISATION FUND (MANAGEMENT BOARD)** (supra) where Pats-Acholonu, JSC stated as follows in the lead judgment at p. 459, paras E – H:

15. On where a litigant manipulates the adjudicatory process -

"For this I find myself utterly in agreement with Eso JSC in Garba v, F.C.S.C. & Anor. (1988) 1 NWLR (Pt. 71) p. 449 at 469-470 when he said:

> **"What remains now is an examination of the act *of* the respondents in dismissing the appellant from office during the pendency of the action. Such action, I think is contemptuous of the judiciary which has been seised with the determination of civil rights under the Constitution and which has been left unscathed** by all military coups. For the judiciary, a powerful arm of Government to operate under the

rule of law, full confidence, and this must be unadulterated, must exist in that institution. It must indeed be demonstrably shown especially if it is the other arms of Governrnent that are **involved**. . ."

In his concurring judgment, Oguntade, JSC deprecated the action of the Respondents at p. 467, paras. C – F, in the following words :

"It needs be said that it was an act of disrespect to **the Federal High Court**, **Abuja for the** 1st **defendant/respondent to attempt to interfere with the proceedings in the case of unlawful termination brought by the plaintiff/appellant**. **There** is **no doubt that the intention of the** I[st] **defendant/respondent was to take the case out of the jurisdiction of the trial court by getting the plaintiff/appellant dismissed during the pendency of his suit challenging his termination**. **This course was obviously resorted to do that so the** I[st] **defendant/respondent could take umbrage under the ousted provisions under Section 3(3) of Decree** No. 17 of :1984. The behaviour of the 1st defendant/respondent shows bad faith and bad taste. What is however more worrying is the lame manner in which the courts below threw up their **hands in surrender thus allowing a litigant manipulate to its advantage the adjudicatory process** . "

Katsina-Alu, JSC in his concurring judgment held thus at p. 461, paras C – D of the law report:

> "By its letter of termination, the 1st defendant had **brought the employment/services of the plaintiff to an end**. **I think it is elementary that the plaintiff could not thereafter be dismissed from an employment that had ceased to exist**. **In my judgment**, **the plaintiff's dismissal coming after the termination of his appointment**, **was a futile** exercise . "

For the foregoing reasons, Exhibit A, the purported Letter of Dismissal issued to the Respondent, dated 26th April, 1999, is completely irrelevant at this stage of the proceedings. Hence, the insistence of the Appellant's counsel that the letter of 26th April, 1999 superseded that of 6th January, 1999, pales into obscurity and insignificance. The issue does not arise in the circumstances. It is for this reason that I am in complete agreement with the lower court on its holding that it is the Letter *of* Dismissal issued to the Respondent dated 6th January, 1999 with which the trial court, and consequently, the lower court and this court are concerned and it is the same letter that will be considered in determining the trial court's jurisdiction.

16. On whether appellant's dismissal letter was not signed by the appropriate authority -

The letter *of* Dismissal dated 6th January, 1999 was signed by the Appellant's Director of Personnel Management for its DirectorGeneral.

There is nothing on the face of that letter showing that the dismissal of the Respondent was done or carried out by the President/Head of State; or that it was carried out by a person authorised by him or the Armed Forces Ruling Council. The way to show that the dismissal was carried out by the appropriate authority is for the letter conveying same to be signed by the President; or a person authorised by him or the Armed Forces Ruling Council. In this case, nothing of such was contained in the Letter of Dismissal. In other words, there is nothing in the Letter of 6th January, 1999 that renders the Public Officers (Special Provisions) Decree applicable to it.

17. On whether the jurisdiction of the trial court was not ousted -

It is therefore crystal clear that the Letter of Dismissal dated 6th January, 1999 by which the Respondent was supposedly dismissed,by the Appellant was not caught by the Public-Officers (Special Provisions) Decree so as to oust the jurisdiction of the trial court.

18. On approach where there is a conflict in two decisions of the Supreme Court -

Learned Respondent's counsel is right in his submission that where decisions of this court conflict, the later in time is considered the extant position and will prevail over the earlier decision. See **EDEOGA & ANOR V**. **INEC & ORS (2023) LPELR** – **61806 (SC); OSUDE V**. **AZODO (2017) 15 NWLR (PT**. **1588) 293**.

19. On when it can be said that there is conflict in two decisions of the Supreme Court -

It is important to note however that this principle is only applicable or to be resorted to when there is an actual conflict or contradiction between the decisions in question. Equally important is the fact that the issue of conflicting decisions can only arise where the facts of the date under consideration are similar. Where the facts are dissimilar, it is inappropriate to talk of conflict between the decisions, rather the cases should be distinguished by reason of the dissimilarity.

20. On whether decision should not be read out of context-

In this regard this court per Obaseki, JSC sounded a note of warning in **ADEGOKE MOTORS LTD V. ADESANYA & ANOR (1989) LPELR – 94 (SC)** at pp. 36 – 37, paras. E – A, thus:

> **"It is not the business of the court to embark on a consideration of a conflict between one decision of the Supreme Court and another decision of the Supreme Court when issues warranting the consideration of the conflict are not raised in the grounds of appeal and <u>when the facts of the two cases alleged to be in conflict are totally different from one</u> another. Caution is a virtue that should not be dispensed with at any stage of the proceedings before any court. Dicta should not be taken and read out of context."** (emphasis mine)

21. On where letter of dismissal was not signed by the appropriate authority- "The principle in Jombo v. Petroleum Equalisation Fund Management Board"-

The two decisions were anchored on the basis that the actions brought by the Plaintiff/Appellant fell within the category of Cases caught by the ouster clauses contained in the relevant decrees.

In the case of **JOMBO V. PETROLEUM EQUALISATION FUND (MANAGEMENT BOARD) (supra)**, relied on by the lower court and the Respondent's counsel, the Appellant was the General Manager (Operations) in the 1st Respondent's employment. On the 28th July, 1998 his appointment was terminated via a letter from the Ministry of Petroleum Resources, signed by a director on behalf of the Permanent Secretary. Three days *later* , the Appellant filed an action against the Respondents before the Federal High Court, Abuja challenging the termination *of* his appointment. While the action was pending in court, the Appellant was served with another letter signed on behalf of the Head of State and dated 16th April, 1999, dismissing him from the Federal Civil Service under the Public Officers (Special Provisions) Decree No. 17 of 1984. The Respondents subsequently filed an application praying that the suit be struck out on the ground that the trial High Court had no jurisdiction to entertain the suit. The trial court heard the motion, upheld the objection and accordingly struck out the Appellant's suit. The Appellant unsuccessfully

appealed to the Court of Appeal, hence his appeal to this court. The appeal turned out on whether the Federal High Court was right to have declined jurisdiction by virtue of the Public Officers (Special Provisions) Decree. In allowing the appeal and setting aside the judgment of the Court of Appeal, this court held that the Appellant having had his employment earlier terminated via the letter dated 28th July, 1998, could not be subsequently dismissed by the Respondents. It was further held that **since the termination of the Appellant's appointment was not done by the appropriate authority**, **Decree No**. **17 of 1984 was inapplicable** .

It is evident from the foregoing that the facts of **JOMBO V**. **PETROLEUM EQUALISATION *FUND* (MANAGEMENT BOARD) (supra)** are not the same as those of the cases of **NWOSU V**. **IMO STATE ENVIRON**. **SAN**. **AUTH**. **(supra)** and **AGWUNA V**. **A**.**-G**., **FED**. **(supra)**. The key distinguishing factor is that while the termination in *Jombo's* case was not done by the appropriate authority, the facts of *Nwosu* and *Agwuna* cases put them within the purview of the relevant ouster clauses. This is why it was held that the jurisdiction of the trial court to entertain *Jombo*'s *case* was not ousted, while it was rightly held the court lacked jurisdiction in Nwosu and *Agwuna*.

22. On whether All cases must be decided on their peculiar facts or circumstances -

All the three decisions are sound, the legal principles expounded therein are similar and they remain good law. It is trite law that all cases must be decided on their peculiar facts and circumstances. See GUSAU V. LAWAL (2023) 10 NWLR (PT. 1892) 297; **OKEKE V**. **UWAECHINA (2022) 10 NWLR (PT**. **1837) 173;** MAGIT V. UNIVERSITY OF AGRIC., MAKURDI (2005) 19 **NWLR (PT**. **959) 211; EPEROKUN V**. **UNIVERSITY OF LAGOS (1986) 4 NWLR (PT**. **34) 162**. This is exactly what was done by this court in those cases. Since the facts of the cases are dissimilar, what learned counsel ought to have done is to distinguish the cases rather than hammer on supposed contradictions between the decisions. See **ADEGOKE MOTORS LTD V**. **ADESANYA & ANOR (supra)**.

23 On how cases are distinguished -

Distinguishing one case from another requires that an essential difference is pointed out in the facts and circumstances of both cases. Merely stating that a case is distinguishable from another case sought to be used as precedent or pointing out some inconsequential difference will not be sufficient to distinguish the case sought to be used as precedent from the case placed before the court for determination. See **F**.**C**.**S**.**C**, **V**. **LAOYE (1989) 2 NWLR *(PT*** . **I06) 652**.

24. On whether the case of Jombo v. Petroleum Equalisation Fund Management Board is similar to the present case -

The purported differences pointed out by the Appellant's counsel between the facts of this case and those of *jombo*'s case are anything but

essential. For instance, I have earlier held that whether an employee is dismissed or his employment is terminated, the employment relationship is brought to an end. Hence, in the present context, it makes no difference that the letter of 6th January, 1999 dismissed the Appellant, while the first letter issued in *Jombo's* case was for the termination of his appointment. In both cases, there was no employment or appointment to bring to an end after the first letter was issued. In similar vein, in both cases, the first letter, which was the relevant letter was not issued by the appropriate authority. The points raised by the Appellant's counsel as to who signed or whether it was issued by the Appellant's employer, are therefore inconsequential and superfluous. Thus, it is without doubt that the case of **JOMBO V. PETROLEUM EQUALISATION FUND (MANAGEMENT BOARD)** (supra) is similar to this case in all materials particular and was correctly relied on by the lower court as a binding precedent for the determination of the appeal before it.

25. On whether respondent was not dismissed by appropriate authority under the provision of Degree No. 17 of 1984-

In all, there is no gainsaying that the Public Officers (Special Provisions) Decree No. 17 of 1984 is inapplicable to the facts of this case and the jurisdiction of the trial court to entertain the Respondent's case was not ousted by the provisions of the Decree, because the Respondent was not dismissed by the appropriate authority as contemplated by the Decree, The trial court was wrong to hold otherwise. On the contrary, the lower

court was correct when it set aside the ruling of the trial court and instead held that Decree No. 17 of 1984 was inapplicable to the Respondent's claim before the trial court. Hence, the question arising from the issues formulated by both parties, whether the Respondent's claim before the trial court is caught by the Public Officers (Special Provisions) Decree, is answered in the negative. Hence, the Respondent's claim was competent and the jurisdiction of court in respect thereof is not ousted by the Public Officers (Special Provisions) Decree. The issue is therefore resolved in favour of the Respondent.

26. On jurisdiction of National Industrial Court -

Notwithstanding the foregoing, it is evident that the dispute submitted to the trial court by the Respondent was a labour dispute. Such disputes or claims are now obviously adjudicated upon by the National Industrial Court by virtue of the jurisdiction conferred on it by Section 254C of the Constitution, one of the new provisions introduced by the Constitution of Federal Republic of Nigeria (Third Alteration Act), 2010. The National Industrial Court is now the appropriate court to entertain the Respondent's claim. Pursuant to the power of this court under Section 22 of the Supreme Court Act, I hereby make an order transferring the case to the National Industrial Court.

Flowing from all I have said above, this appeal is lacking in merit and same is hereby dismissed. The judgment of the lower court is hereby affirmed, save *for* the order remitting the case to the Federal High Court.

Cost of the appeal is assessed at 83,000,000.00 (three million Naira), which shall be paid by the Appellant to the Respondent.

In conclusion, the case is transferred to the National Industrial Court; the court now vested with the exclusive jurisdiction to hear and determine employment and labour matters and it is hereby ordered that the case be granted an accelerated hearing.

Appeal dismissed.

History of the case :

Supreme Court:

Names of Justices who sat on the appeal: Mohammed Lawal Garba, Adamu Jauro, Moore Aseimo. A. Adumein, Obande O. Festus, Abubakkar SADIQ Umar.

Appeal No. SC/130/2008

Date of Judgment: Friday, 4th July, 2026

Names of Counsel: MOHAMMED ADELODUN, ESQ; with him, M.F. BELGORE, ESQ and J.U. ODENIGBO, ESQ for the Appellant. DR ABDULHALEEM AMIN, ESQ, for the Respondent.

JAURO, JSC (Delivering the lead Judgment): The instant appeal is against the judgment of the Court of Appeal, Abuja Division wherein the court allowed the Respondent's dppeal and set aside the ruling of the trial Federal High Court, Abuja Division, which had earlier dismissed the Respondent's action *for* want of jurisdiction. The court below thus remitted the case to the trial court for a fresh determination

by another Judge, The Respondent was an employee of the Appellant. He was however dismissed from the service of the Appellant by a letter dated 6th January, 1999. As a result, the Respondent took out a Writ of Summons and a Statement of Claim to challenge his dismissal. During the pendency of the case, the Respondent was issued another letter by the Appellant, dated 26th April, 1999 (Exhibit A) supporting to dismiss him with effect from 30th April, 1999. The letter of 26th April, 1999 informed the Respondent that his dismissal was directed by the then Head of State, General Abdulsalarni Abubakar by virtue of the powers conferred on him by Decree No. 17 of 1984. It was also stated therein that the letter superseded any previous correspondence to the Respondent on the matter. The Appellant subsequently filed a motion on 3'd June, 1999, praying *for* a sole relief and predicated on a single ground thus:

> **"(a) An order of this honourable court dismissing *and/or* striking out this suit and all other processes *for* lack of jurisdiction**.
>
> **The ground *for* the applicant (sic) is that under the** provision of Decree **No**. 17 under which the **Defendant/Applicant acted**, **the honourable court lacks the jurisdiction to entertain this matter**."

The trial court upheld the preliminary objection, hoiding that its jurisdiction was ousted by Decree No. 17 of 1984 and proceeded to dismiss the suit.

Disgruntled by the trial court's ruling, the Respondent appealed to the lower court. Parties filed, exchanged and adopted their briefs of argument

and the appeal was consequently adjourned for judgment. In a considered judgment, the lower court faulted the trial court's reliance on Exhibit A, which was not mentioned or pleaded in Respondent's Writ of Summons and Statement of Claim. It was held that what was before the trial court was not the letter of 26th April, 1999, but that of 6th January, 1999, upon which the Respondent's claim as Plaintiff was predicated and that the said letter had nothing to do with Decree No. 17 of 1984. It was thus Reid that the trial court had jurisdiction. The court also held that assuming the trial court lacked jurisdiction, the suit ought to have been struck out and not dismissed, since same was not heard on the merit. On the whole, the lower court allowed the appeal and remitted same to the trial court *for* a fresh determination on the merit.

Being dissatisfied, the Appellant has appealed to this court. The extant Notice of Appeal is the Further Amended Notice of Appeal anchored on three grounds. In line with the appellate rules of practice and procedure of this court, counsel have filed and exchanged their briefs of argument. At the hearing of the appeal on 7th April, 2025, respective learned counsel identified and adopted their briefs of argument, in urging us to allow the appeal, learned counsel *for* the Appellant adopted the further amended Appellant's brief wherein a lone issue was formulated for determination thus:

> "Whether given the peculiar facts and circumstances of this case, the Court of Appeal was **right in holding that the** trial court had jurisdiction to hear and deterrnine the Respondent's suit? (Grounds 1, 2 & 3)"

In urging the contrary on the court, the Respondent's counsel adopted the Respondent's amended brief, wherein a similar sole issue was equally formulated, couched in the following words:

> "Whether the Court of Appeal was right in **holding that the trial Federal High Court had jurisdiction to hear and deterrnine the Respondent's suit**."

The lone issue distilled on either side is evidently similar and they are both capable of guiding the court in its determination of the appeal .

SUBMISSIONS AND ARGUMENTS OF COUNSEL Learned counsel for the Appellant submitted that the lower court was wrong to hold that it is only the originating processes that must be considered in determining the question of jurisdiction. He argued that while that is the general rule, the court in this case had the duty to consider the affidavit evidence in support–-of the Appellant's motion . He noted that the Affidavit in support of the motion introduced Exhibit A and same ought to be considered. Reliance was placed on **GOVERNOR OF IMO STATE V. AMUZIE (2019) 10 NWLR (PT. 1680) 331; AGBAHOMOVO V. EDUYEGBE (1999) 3 NWLR (PT. 594) 170; W.A.B. LTD V. SAVANNAH VENTURES LTD (2002) IO NWLR (PT. 775) 401; NDIC V. CBN (2004) 7 NWLR (PT. 766) 272**.

Counsel further submitted that the lower court was wrong to hold that the trial court had jurisdiction. It was submitted that the provisions of Decree No. 17 of 1984 are clear that the jurisdiction of court is ousted in respect of any

act done pursuant to the Decree. The cases of **SUSSEX PEERAGE CLAIM (1844) CL & F IN 85; AWOLOWO V**. **SHAGARI (1979) NSCC 87; AG**, **ABIA STATE V**. **A-G**, **FEDERATION (2002) 6 NWLR (PT**. **763) 264** were cited in support. He submitted that since Exhibit A was issued pursuant to the Decree, the jurisdiction of the trial court was ousted. It was submitted that the effect of Exhibit A stating that it superseded any previous correspondence was that the letter of 1st January, 1999 ceased to have any effect. Counsel cited the case of **ADEWUMI V**. **A**-G, **ONDO STATE** (1996) 8 **NWLR (PT**. **464) 73** for the meaning of the word supersede.

Relying on **AGWUNA** V. ATTORNEY-GENERAL OF THE FEDERATION (1995) 5 NWLR (PT. 935) 418; A-G, AfVAM8$tA STATE V, A-G, FEDERATION (1993) 6 NWLR **(PT**. **302) 692; ATOLAGBE V**, AWUNI (1997) **9** NWLR (PT. **522) 536**, he submitted that under a military regime, a Decree is the highest law and effect must be given thereto. Counsel further submitted that Decree No. 17 of 1984 is a radicaf one and that Section 3(3) thereof is wide enough to cover anything done or purported to be done under the Decree. He submitted that given the spirit of Section 3(3) of the Decree, the contention *of* the Respondent that he had commenced his action before the trial court prior to being told that his dismissal was pursuant to Decree No. 17 of 1984, is unavailing. He relied on the case of NWOSU V. IMO STATE ENVIRONMENTAL SANITATION **AUTHORITY (1990) 2 NWLR (PT**. **135) 688**.

Counsel submitted that the case of **JOMBO V**. **PETROLEUM EQUALisATION FUND (MANAGEMENT BOARD) (2005) 14 NWLR (PT**. **945) 443** was wrongly relied on by the lower court and that the court was wrong in its view that the case is on all fours with the instant case. He urged the court to dismiss the appeal.

Contrariwise, the Respondent's counsel submitted that the lower court was right to have held that the trial court had jurisdiction to entertain the suit. He agreed with the lower court's holding that the trial court ought to have focused only on the Respondent's claims, especially since evidence had not been led. It was submitted that after initially being dismissed by the Appellant, the Respondent could not have been re-dismissed and that Exhibit A was of no consequence. He also submitted that the complaint placed before the trial court by the Respondent was not caught by Decree No. 17 of 1984 since the DirectorGeneral of the Appellant who authored the letter was not the "appropriate authority" within the context of the Decree. Reference was made to **JOMBO V**. **PETROLEUM** EQUALISATION FUND (MANAGEMENT BOARD) (supra). He submitted that assuming the trial court truly lacked jurisdiction, the case should have been struck out, not dismissed. He found support in the cases of **INAKOJU V**. **ADELEKE** (2007) ALL FWLR (PT. 353) 3; OLAYEMI & **ORS** V. FHA **(2022) LPELR** – ***57579*** **(SC)** .

Learned counsel faulted the Appellant's reliance on the decisions *of* this court in **NWOSU V**. **IMO STATE ENVIRONMENTAL SANITATION**

AUTHORITY (supra) and **AGWUNA V. ATTORNEY-GENERAL OF THE FEDERATION (supra)**, submitting that the decisions were delivered earlier in time to **JOMBO v. PETROLEUM EQUALISATION FUND (MANAGEMENT BOARD) (supra)** and that Jom*bo's* case remains tile binding authority on the interpretation of the Decree. He cited the case of **OSUDE V. AZODO (2018) ALL FWLR (PT. 293) 1** in support of his submission that in the event of conflict between decisions of this court, the later in time will prevail, in conclusion, counsel urged the court to dismiss the appeal for being unmeritorious.

RESOLUTION

This appeal originated from an application filed by the Appellant challenging the jurisdiction of the trial court. A brief exposition on the meaning and importance of jurisdiction in our judicial system would be a convenient starting point.

Jurisdiction refers to the power of a court to entertain or preside over a case. It refers to the authority which a court has to decide matters before it or take cognizance of matters presented before it for its decision. It is the very basis upon which a court or tribunal entertains, considers or tries a case or settles a dispute placed before it by feuding parties. Jurisdiction of a court is vested and may as well be limited by the Constitution, statute creating the court or other statutes. Jurisdiction in our judicial system is a threshold issue. It is an issue that ought to be decided the moment it rears its head, The reason *for* this is not farfetched, it is inextricably linked to vital role played by

jurisdiction in the adjudicatory process. It is trite that where a court lacks jurisdiction, any proceedings conducted, including trial conducted and decision reached, are an utter nullity and an exercise in futility. It is for this reason that jurisdiction has been described as the lifeblood, the life wire or the soul of adjudication. It has also been equated to the role played by an engine in an automobile. In essence, no valid adjudication can be

conducted where a court lacks jurisdiction and any proceedings so undertaken, no matter how well or beautifully conducted, would amount to nothing but a waste of scarce judicial time and resources. See **HASSAN V. EFCC & ORS (2024) LPELR – 62999 (SC); SAMUEL V. APC & ORS** (2023) LPELR – 59831 *(SC);* UNIVERSAL PROPERTIES **LTD V. PiNNACLE COMMERCIAL BANK & ORS (2022)** LPELR – *57808 (SC);* GARBA V. MOHAMMED & ORS **(2016) LPELR – 40612 (SC); SALISU & ANOR V. MOBOLAJI & ORS (2013) LPELR – 22019 (SC); MUSACONI LIMITED V. ASPINALL (2013) LPELR – 20745 (SC); DINGYADI & ANOR V. INEC & ORS (2010) LPELR – 40142 *(SC) ;* GBAGBARIGHA V. TORUEMI & ANOR (2012) LPELR – 15535 (SC); AKERE & ORS V. GOV OF OYO STATE & ORS (2012) LPELR – 7806 (SC); SHELIM & ANOR V. GOBANG (2009) LPELR – 3043 *(SC);* NDIC V. CBN & ANOR (2002) LPELR – 2000 (SC); SHITTA-BEY V. AG FEDERATION & ANOR (1998) LPELR – 3055 *(SC); MATARI & ORS V. DANGALADIMA & ANOR (1993) LPELR -25714***

In the locus classicus on the conditions to be met before a court is competent to hear a case, MADUKOLU V. NKEMDILIM **(1962) 2 SCNLR**

341, the guiding factors as to when a court is said to have jurisdiction were famously set out to be when:

(1) The court is properly constituted as regards numbers and qualifications of the members of the bench, and no member is disqualified for one reason or another; and

(2) The subject matter of the case is within its jurisdiction, and there is no feature in the case which prevents the court from exercising its jurisdiction; and

(3) The case comes before the court initiated by due process *of* law, and upon fulfilment of any condition precedent to the exercise of jurisdiction.

See also **DINGYADI & ANOR V**. **INEC & ORS** (supra); **RIVERS STATE GOVERNMENT OF NIGERIA & ANOR V**. **SPECIALIST KONSULT (SWEDISH GROUP) (2005) LPELR – 2950** ***(SC)*** ***;*** **MARK & ANOR V**. **EKE (2004) LPELR – 1841** ***(SC);*** **A]AO & ORS V**. **ALAO & ORS (1986) LPELR – 285 (SC)**

The complaint that fuelled the application brought by the Appellant before the trial court was that the subject matter of the Respondent's case was not within the court's jurisdiction by virtue of Decree No. 17 of 1984, or more aptly, that the jurisdiction of the trial court to entertain the subject matt:ef of the action had been ousted by Decree No. 17 of 1984.

The Public Officers (Special Provisions) Decree, otherwise known as Decree No. 17 of 1984 was promulgated by the Federal Military

government ostensibly to address issues of corruption and inefficiency among public officers. For the purpose of the Respondent's action, the Decree ousted the jurisdiction of courts in respect of anything done or purported to be done thereunder. I will get back to this ooint shortly. For now however, I will address the submission of the Appellant's counsel that labelled Section 3(3) of the Decree an ouster clause.

An ouster ciause is a statutory provision that limits or excludes the power or jurisdiction of courts, thereby making actions or decisions to which the provisions relate, non-justiciable. Ouster clauses are often inserted in statutes or decrees to prevent the courts from reviewing decisions or actions of the executive or other public bodies.

Courts ought to and do guard their jurisdiction jealously. For this reason, courts, whether during the periods when Nigeria was operating under military rule or under our present democratic dispensation, detest ouster clauses. That notwithstanding, the treatment of ouster clauses under rriiitary rule is different from how they are treated under a democratic governance. in IDOWU IBIOWOTISI & 4 ORS V. PA BAKARE AGBAJE & **ANOR (UNREPORTED)** delivered on 21st June, 2024, this court highlighted the distinction thus:

> '-**When Nigeria was under military rule**, **the judicial policy was to reluctantly abide by clear and precise ouster clauses since the supremacy of the** Constitution was non-existent under military rule. As we are now in a democratic dispensation, courts **are**

reluctant to uphold ouster clauses. **Courts often deploy** the potency of Section 6 of the Constitution to void such provisions as unconstitutional, thereby **assuming jurisdiction over the dispute in question**. **This must be so because the right of access to court is one of the pillars of democratic government**. **It serves as a leveller between the powerful and the powerless**, **it affords the oppressed an opportunity to challenge the actions of his oppressor**. **This is why courts jealously protect their jurisdiction and do not take kindly to ouster clauses**."

Just like there is a difference between the treatment of ouster clauses under military rule and in a democracy, there is also a difference between the treatment of an ouster clause in a democracy where same is contained in a statute and where it is inserted in the Constitution.--'-This court per Niki Tobi, JSC elucidated on the difference in **INAKOJU & ORS V**. ADELEKE **& ORS (2007) LPELR** – **1510 (SC)** at p. 68, paras B – F thus:

"Ouster clauses are generally regarded as antitheses to democracy as the judicial system regards them as unusual and unfriendly. **When** ouster clauses are provided in statutes, the courts **invoke Section 6 as barometer to police their constitutionality or constitutionalism**. **The courts become helpless when the Constitution itself provides for ouster clause**, **such as Section 188**. In **such a situation**, **the courts hold their heads and arms in despair and desperation**. **They can**

only bark but cannot bite. **Their jurisdiction is to give effect to the ouster clause because that is what is in the Constitution or what the Constitution says**. **It is in the light of this very helpless situation of the courts**, **the upholders of the rule of law**, **that parties should not urge them to interpret section of the Constitution as ousting their jurisdiction when it is not**. **Ouster Clause is a very hard matter of strict law** which rnust be clearly donated by the provision. It is not a subject of speculation or conjecture,"

Since ouster clauses exclude tha jurisdiction of courts, the approach of courts in all cases and situations, is to construe them strictly. Under military rule, ouster clauses were fairly common as a number of Decrees contained provisions ousting the jurisdiction of courts. Unfortunately, courts could not find refuge in the provisions of Section 6 of the Constitution or any other provision *for* that matter, because Decrees were the supreme law at the time and they were superior even to provisions of the Constitution. Nevertheless, a court ought not to simply throw in the towel upon sighting an ouster clause in a Decree. The judicial approach was rather to scrutinise the relevant ouster clause visa-vis the facts of the case. If it remained obvious that the provision was indeed an ouster clause and that the case before the court falls within the subject matter or category of cases in respect of which the court's jurisdiction has been ousted, the court will have no option than to reluctantly surrender and decline

jurisdiction to entertain the matter. See **IDOWU IBIOWOTISI & 4 ORS V**. **PA BAKARE AGBAIE & ANOR (supra); UTOMUDO V**. **MIL**. **GOV**., **BENDEL STATE (2014) 11 NWLR** (PT. **1417) 97; INAKOJU & ORS V**. **ADELEKE & ORS (supra); JOMBO V**. **PETROLEUM EQUALISATION FUND (MANAGEMENT BOARD) (2005) 14 NWLR (PT.** 945) 443; AGWUNA V. **A**.-G., FED. (1995) 5 NWLR (PT. **396) 418; A**.**G**. **BENDEL STATE V**. **AGBOFODOH** & **ORS** (1999) LPELR – 616 (SC); NWOSU-V. IMO STATE **ENVIRONMENTAL SANITATION AUTHORITY** (1990) 2 **NWLR (PT**. **135)** ***688;*** **AG LAGOS STATE V**. **DOSUNMU (1989) LPELR** – **3154 (SC)** .

The provision with which we are concerned here is Section 3(3) of the Public Officers (Special Provisions) Decree No. 17 of 1984, This is obviously a provision of a Decree promulgated under a military regime; hence it cannot be rescued by the provision of Section 6 of the Constitution. It provides thus:

> ***No*** civil **proceedings shall lie or be instituted in any court *for* or on account of or in respect of** any act, **rnatter or thing done or purported to be done by any** person under this Decree and if any such **proceedings have been or are instituted before**, **on or after the making of this Decree**, **the proceedings shall abate**, **be discharged and made void**."

By every measure and in any way in which the above provision is construed, it is beyond doubt that it is an ouster clause. It ousts the jurisdiction of any

court in respect of any civil proceedings *for* or on account of or in respect of any act, matter or thing done or purported to be done by any person under the Decree and also abates or voids any proceedings that had been instituted . The question then is : what arnounts to *any act*, *matter or thing done or purported to be done by any persd*-n *under the Decree?* Section 1(1)(d) and Section 4(2) of the Decree come in handy in the search for an answer to the question. They provide thus

Section 1(1)(d) :

> **"Notwithstanding anything to the contrary in any law**, **the appropriate authority if satisfied that**:
>
> **(d) the general conduct of a public officer in** relation to the performance of his duties has **been such that his further or continued** employment in the relevant service would not: **be in the public interest**,
>
> **(i) may dismiss or remove the public officer summarily from his office**, **or**
>
> **(ii) retire or require the public officer to compulsorily retire from the relevant public service** a "

Section 4(2) defines "appropriate authority" as :

> **"In the operation of this Decree**, **the appropriate authority** –

(a) in respect of any office which was held for the purposes of any State, shall be the Military Governor of that State or any person authorized **by him; and**

(b) in any other case, **shall be the President or any person authorized by him or the Armed Forces Ruling Council**."

By the combined effect of all the provisions set out above, it is evident that for a court's jurisdiction to be ousted pursuant to Decree No. 17 of 1984, a public officer must have been dismissed, removed summarily from office, retired or asked to compulsorily retire and the dismissal, summary removal, retirement or advice to compulsorily retire must have been done by the appropriate authority, who must be the Military Governor of a State or any person authorized by him, where the office of the public officer was held for the purpose of that State; or in any other case, the President or any person authorized by him or the Armed Forces Ruling Council.

It is relevant at this juncture to consider the definition of a "public officer" under the Decree and whether the Respondent was a public officer prior to his employment, Section 4(1) of the Decree defines a public officer thus :

"In this Decree, "public officer" means any person who holds or has held any office on or after 31st Decernber, 1983 in – –

(a) the pub glc service of the Federation or of a State **within the meaning assigned thereto by section 277(1) of the Constitution of the Federal Republic of Nigeria 1979;**

(b) the service of a body whether corporate or unincorporated established under a Federal or State law;

(c) a company in which any of the Governments in the Federation has a controlling interest."

From the facts available on record as well as the letter dated 6th January, 1999, it is without doubt that the Respondent was a public officer. Not only was he a member of the public service of the Federation, he was in the service of the Appellant – a body originally established under the National Youth Service Corps Decree No. 24 of 22nd May, 1973, a Federal law, which Decree was repealed and replaced by the National Youth Service Corps Decree No. 51 of 16th June, 1993, another Federal law. He was therefore a public officer within as contemplated by Decree No. 17 of 1984.

For the sake of emphasis, it is important to bear in mind that for the jurisdiction of court to be ousted pursuant to the provisions of the Public Officers (Special Provisions) Decree, the above provisions must be strictly complied with. This is in line with the earlier stated position of the law that ouster clauses must be subjected to a narrow construction.

It may be remembered that the Respondent received two letters *of* dismissal from the Appellant. Dismissal of an employee refers to the bringing to an end, the employment relationship between an employer and employee due to gross misconduct, poor performance, commission of a

crime or other similar reasons. In most cases, an employer dismisses an employee as a disciplinary action where the conduct of the employee is of a serious and weighty nature. The bottom line here is that the dismissal of an employee brings a definitive end to the employment relationship between the employer and the employee.

In **JOMBO V. PETROLEUM EQUALISATION FUND (MANAGEMENT BOARD) (supra)**, this court examined the effect of an employer bringing an end to the employment relationship with an employee. In that case, the employment of the employee in question was terminated, but the 1st Respondent employer purportedly dismissed the employee thereafter. It needs to be said at this juncture that dismissal of an employee and termination of an employee's employment carry different connotations and implications. As pointed out in *Jombo*'s *case (supra)* , the difference ties in the fact that dismissal is accompanied by ignominy and is often a punitive or disciplinary measure exercised by the employer that leads to loss *of* terminal benefits; while terrnination of employment is an option that can be exercised by either side and does not lead to loss of terminal benefits. Nevertheless, whether an employee is dismissed or his employment is terminated, the end result is the same – the employment is brought to an end. Hence, in *Jombo's case (supra)* , this court per Oguntade, JSC illuminated on the point at page 467, paras. A – C thus:

> **"Termination" or "Dismissal" of an employee by the employer translates into bringing the employment to an end. Under a**

termination of appointment, the employee is enabled to receive the terminal benefits under the contract of employment. The right to terminate or bring an employment to an end is mutual in that either may exercise it. "Dismissal" on the other hand is punitive and depending on the contract of employment very often entails a loss of terminal benefits. It also carries an unflattering opprobrium to the employee. What then can be the meanina of dismissing an employee from a relationship which no longer exists arising from the earlier termination? The two courts below should have seen that the latter dismissal of **plaintiff/appellant is** irrelevant and diversionary **following his** earlier termination." (emphases mine)

For this reason, the Letter of Dismissa I served on the Respondent by the Appellant dated 6th January, 1999, brought an end to the ernployrnent relationship between the parties. Stated differently, the letter of 6th January determined the employer-employee relationship between the Appellant and the Respondent, meaning the Respondent ceased to be an employee of the Appellant. It stands to reason that the second Letter of Dismissal dated 26th April, 1999 which was served on the Appellant was futile and of no effect. At the time of the service of the letter of 26th April, 1999, the Respondent had ceased to be the employee *of* the Appellant *for* over three months, hence there was no ernployer-ernployee relationship to bring to an end. In essence, the Respondent could not be re-dismissed.

Furthermore, courts abhor the deployment of any deceptive sleight by any of the parties to litigation, aimed at rendering the court powerless or foisting a fait accompli on the court. Such acts not only put the opposing party at an unfair disadvantage, they are disrespectful to the court, they tend to undermine the adjudicatory role and power of the court, they amount to an abuse of the process of court and may even be contemptuous of the court. Thus, any move made by a party during-the pendency of litigation targeted at frustrating the other party or gaining an unfair advantage over him is liable to be nullified by the court. See **OJUKWU V. GOV., LAGOS STATE (1986) 3 NWLR (PT. 26) 39; N.P.F. V. POLICE SERVICE COMMISSION (2024) 2 NWLR (PT. 1922) 231; MOORE ASSOCIATES LTD V. EXPHAR S.A. (2023) 3 NWLR (PT. 1872) 619**. A similar scenario played out in **JOMBO V. PETROLEUM EQUALISATION FUND (MANAGEMENT BOARD)** (supra) where Pats-Acholonu, iSC stated as follows in the lead judgment at p. 459, paras E – H:

> **"For this I find myself utterly in agreement with Eso JSC in Garba v, F.C.S.C. & Anor. (1988) 1 NWLR (Pt. 71) p. 449 at 469-470 when he said**:
>
> > **"What remains now is an examination of the act *of* the respondents in dismissing the appellant from office during the pendency of the action. Such action, I think is contemptuous of the judiciary which has been seised with the determination of civil rights under the Constitution and**

which has been left unscathed by all military coups. For the judiciary, a powerful arm of Government to operate under the rule of law, full confidence, and this must be unadulterated, must exist in that institution. It must indeed be dernonstrably shown especially if it is the other arms of Governrnent that are **involved**. . ."

In his concurring judgment, Oguntade, JSC deprecated the action of the Respondents at p. 467, paras. C – F, in the following words :

"It needs be said that it was an act of disrespect to **the Federal High Court**, **Abuja for the** 1st **defendant/respondent to attempt to interfere with the proceedings in the case of unlawful termination brought by the plaintiff/appellant**. **There** is **no doubt that the intention of the** I[st] **defendant/respondent was to take the case out of the jurisdiction of the trial court by getting the plaintiff/appellant dismissed during the pendency of his suit challenging his termination**. **This course was obviously resorted to so that the** I[st] **defendant/respondent could take umbrage under the ousted provisions under Section 3(3) of Decree** No. 17 of :1984. The behaviour of the 1st defendant/respondent shows bad faith and bad taste. What is however more worrying is the lame manner in which the courts below threw up their **hands in surrender**

thus allowing a litigant manipulate to its advantage the adjudicatory process . "

Katsina-Alu, iSC in his concurring judgment held thus at p. 461, paras C – D of the law report:

"By its letter of termination, the 1[t] defendant had **brought the employment/services of the plaintiff to an end**. **I think it is elementary that the plaintiff could not thereafter be dismissed from an employment that had ceased to exist**. **In my judgment**, **the plaintiff's dismissal coming after the termination of his appointment**, **was a futile** exercise . "

For the foregoing reasons, Exhibit A, the purported Letter of Dismissal issued to the Respondent, dated 26th April, 1999, is completely irrelevant at this stage of the proceedings. Hence, the insistence of the Appellant's counsel that the letter of 26th April, 1999 superseded that of 6th January, 1999, pales into obscurity and insignificance, The issue does not arise in the circumstances. it is for this reason that I am in complete agreement with the lower court on its holding that it is the Letter *of* Dismissal issued to the Respondent dated 6Eh January, 1999 with which the trial court, and consequently, the lower court and this court are concerned and it is the same letter that will be considered in determining the trial court's jurisdiction. The letter reads this:

"Mr. **A**.**U**. **Eze**,

UFS:**The State Director**,

NTSC Secretariat,

Area 1 (FCT),

Garki-Abuja .

SENIOR STAFF COMMITTEE MEETING NO. 1/1998

DISCIPLINARY DECISION
DISMISSAL FROM SERVICE

You will recall that you were indicted by a Administrative Panel of Inquiry set up to investigate series of offences levelled against you which included, among others, the following:

(a) Malicious allegation against a superior officer

(b) Falsification of records

(c) Wrong channel ofcornmunication

(d) Stealing of government property.

2. After critical and exhaustive examination of the facts and your representation, the Senior Staff Committee at its meeting No. 1/1998, held between 26th and 29th October. **1998**

resolved that **you were unable to absolve yourself from blame on the charges and found you liable under CSR 04201, 13204 and 13208**.

3. Following from the above, **I** am directed to inform **you that your dismissal from service has been approved with imrnediate effect**.

4. **You are to hand over all government property in your** possession to the State Director imrneciiately.

(Signature)

Alhaii N. Bulama
Director (Pers- Mgt.)
For: Director-General

(emphases mine)

On the *face* of the letter, it seems that that an Administrative Panel of Inquiry was set up to investigate a nurnber of allegations levelled against the Respondent and the Panel indicted him. It would appear that after the indictment, the Appellant's Senior Staff Cornmittee found the Respondent liable under the Civil Service Rules, and this ultimately led to the now-contested dismissal of the Respondent via the Letter of Dismissal dated 6th January, 1999. On the face of the said letter, it was written by the Appellant's Director of Personnel Management on the instruction of its Director-General.

I have earlier held that the Respondent was a public officer within the meaning of the Decree prior to his disputed dismissal from the service of the Appellant. The nagging question is however whether his dismissal was carried out by the "appropriate authority" within the meaning of the Public Officers (Special Provisions) Decree, a.k.a. Decree No. 17 of 1984? For emphasis and even at the risk of repetition, Section 4(2) of the Decree, which defined "appropriate authority" is reproduced below :

> "(a) in respect of any office which was held *for* the **purposes of any state**, **shall be the Military Governor of that State or any person authorized by him; and**

(b) in any other case, **shall be the President or any person authorized by him or the Armed Forces Ruling Council**."

The Appellant is an agency of the Federal Government of Nigeria, taking it out of the purview of paragraph (a) of Section 4(2) of the Public Officers (Special Provisions) Decree. That being the case, it falls under paragraph (b) of the subsection. Thus, the relevant "appropriate authority" is the President or any person authorized by him or the Armed Forces Ruling Council. The letter *of* Dismissal dated 6th January, 1999 was signed by the Appellant's Director of Personnel Management for its DirectorGeneral. There is nothing on the face of that letter showing that the dismissal of the Respondent was done or carried out by the President/Head of State; or that it was carried out by a person authorised by him or the Armed Forces Ruling Council. The way to show that the dismissal was carried out by the appropriate authority is for the letter conveying same to be signed by the President; or a person authorised by him or the Armed Forces Ruling Council, in this case, nothing of such was contained in the Letter of Dismissal. In other words, there is nothing in the Letter of 6th January, 1999 that renders the Public Officers (Special Provisions) Decree applicable to it.

The Appellant is very much aware of the fact that the dismissal of the Respondent as conveyed by the letter dated 6th January, 1999 is not protected from legal challenge by Decree No. 17 of 1984, hence its condemnabte attempt to illegally stifle the proceedings by snuffi ng out the jurisdiction of

the trial court with Exhibit A, the purported Letter of Dismissal dated 26th April, 1999.

It is therefore crystal clear that the Letter of Dismissal dated 6th January, 1999 by which the Respondent was supposedly dismissed,by the Appellant was not caught by the Public-Officers (Special Provisions) Decree so as to oust the jurisdiction of the trial court.

I will now address the contention of the Appellant's counsel that the case of **JOMBO V. PETROLEUM EQUALISATION FUND (MANAGEMENT BOARD) (supra)** was wrongly relied on by the lower court because it is not on all fours with the facts of this case and the contrary position maintained by the Respondent's counsel, to the effect that the lower court rightly relied on the decision. The Respondent's counsel further argued that the decision of this court in *Jombo*'s case would prevail over the decisions in **NWOSU V. IMO STATE ENVIRONMENTAL SANITATION AUTHORITY (supra)** and **AGWUNA V. *A*.-*G* ., FED. (supra)** because it was delivered later in time.

Learned Respondent's counsel is right in his submission that where decisIons of this court conflict, the later in time is considered the extant position and will prevail over the earlier decision. See **EDEOGA & ANOR V. INEC & ORS (2023) LPELR – 61806 (SC); OSUDE V. AZODO (2017) 15 NWLR (PT. 1588) 293**. It is important to note however that this principle is only applicable or to be resorted to when there is an actual conflict or contradiction between the decisions in question. Equally important is

the fact that the issue of conflicting decisions can only arise where the facts of the da-ie under consideration are similar. Where the facts are dissimilar, it is inappropriate to talk of conflict between the decisions, rather the cases should be distinguished by reason of the dissimilarity, In this regard this court per Obaseki, JSC sounded a note of warning in **ADEGOKE MOTORS LTD V. ADESANYA & ANOR (1989) LPELR – 94 (SC)** at pp. 36 – 37, paras. E – A, thus:

> **"It is not the business of the court to embark on a consideration of a conflict between one decision of the Supreme Court and another decision of the Supreme Court when issues warranting the consideration of the conflict are not raised in the grounds of appeal and <u>when the facts of the two cases alleged to be in conflict are totally different from one another</u>. Caution is a virtue that should not be dispensed with at any stage of the proceedings before any court. Dicta should not be taken and read out of context."** (emphasis mine)

I will now proceed to briefly consider the cases referenced by both counsel, in **NWOSU V. IMO STATE ENVIRONMENTAL SANITATION AUTHORITY (supra)**, the Appellant was a civil servant and the General Manager/Chief Executive of Imo State Environrnental Sanitation Authority, the Ist Respondent. On 12th February, 1982, the Appellant was directed to proceed on leave because a junior staff had petitioned against him for rnisconduct. The leave had been extended twice and as his leave persisted,

the Appellant had to petition the Military Governor of Imo State. Suddenly, on 15th June, 1985, he saw an advertisement in a newspaper for the post of General Manager of the Ist Respondent, even though he had not been dismissed nor had his appointment been terminated. His petitions and letter to the Military Governor inquiring about whether he had been dismissed/terminated were not replied to. It was only in an application brought before the trial court after he had instituted an action that a purported letter of his dismissal was exhibited. The trial court considered the affidavit evidence of both parties and discovered that not only was the Appellant aware of his dismissal since same was published in a Gazette, **his dismissal was approved by the Military Governor of Imo State**. Hence, the trial court declined jurisdiction on the ground that its jurisdiction had been ousted by the Public Officers (Special Provisions) Decree, and struck out the case. The Appellant's appeal to the Court of Appeal and subsequently to this court were dismissed.

In **AGWUNA** V. **A**.-G., **FED**. **(supra)**, the Aopellant was one of three persons tried and convicted by the Miscellaneous Offences Tribunal, Lagos and sentenced to various terms of imprisonment. His appeal to the Special Appeal Tribunal against his conviction *for* making a forged document was dismissed. There being no further appeal from the decision of the Special Appeal Tribunal, the Appellant filed a Motion on Notice in the High Court of Lagos State *for* an order of certiorari quashing the decision of the Special Appeal Tribunal. The application succeeded and it was ordered that

the Appellant be released from prison. The Respondents' appeal to the Court of Appeal was successful. The Appellant challenged the decision of the Court of Appeal by appealing to this court, which appeal was dismissed. The decisions of the Court of Appeal and this court were predicated on the reasoning that by the cornbined provisions of Section 1(8), (9) and (10) of the Tribunals (Miscellaneous Provisions) Decree No. 9 of 1991; Section 11(1) & (2) of Special Tribunals (Miscellaneous Offences) Act; and Sections 15(1) and 21(1) of Recovery of Public Property (Special Military Tribunals) Act, **the supervisory jurisdiction of or the power of judicial review of the High Court in respect of a cause or matter brought** or determined by the tribunals concerned was **unequivocally ousted**.

The two decisions were anchored on the basis that the actions brought by the Plaintiff/Appellant fell within the category of cases caught by the ouster clauses contained in the relevant decrees.

In the case of **JOMBO V. PETROLEUM EQUALISATION FUND (MANAGEMENT BOARD) (supra)**, relied on by the lower court and the Respondent's counsel, the Appellant was the General Manager (Operations) in the 1^{st} Respondent's employment. On the 28^{th} July, 1998 his appointment was terminated via a letter from the Ministry of Petroleum Resources, signed by a director on behalf of the Permanent Secretary. Three days *later* , the Appellant filed an action against the Respondents before the Federal High Court, Abuja challenging the termination *of* his

appointment. While the action was pending in court, the Appellant was served with another letter signed on behalf of the Head of State and dated 16th April, 1999, dismissing him from the Federal Civil Service under the Public Officers (Special Provisions) Decree No. 17 of 1984. The Respondents subsequently filed an application praying that the suit be struck out on the ground that the trial High Court had no jurisdiction to entertain the suit. The trial court heard the motion, upheld the objection and accordingly struck out the Appellant's suit. The Appellant unsuccessfully appealed to the Court of Appeal, hence his appeal to this court. The appeal turned out on whether the Federal High Court was right to have declined jurisdiction by virtue of the Public Officers (Special Provisions) Decree. In allowing the appeal and setting aside the judgment of the Court of Appeal, this court held that the Appellant having had his employment earlier terminated via the letter dated 28th July, 1998, could not be subsequently dismissed by the Respondents. It was further held that **since the termination of the Appellant's appointment was not done by the appropriate authority**, **Decree No**. **17 of 1984 was inapplicable** .

It is evident from the foregoing that the facts of **JOMBO V**. **PETROLEUM EQUALISATION *FUND* (MANAGEMENT BOARD) (supra)** are not the same as those of the cases of **NWOSU V**. **IMO STATE ENVIRON**. **SAN**. **AUTH**. **(supra)** and **AGWUNA V**. **A**.**-G**., **FED**. **(supra)**. The key distinguishing factor is that while the termination in

Jombo's case was not done by the appropriate authority, the facts of *Nwosu* and *Agwuna* cases put them within the purview of the relevant ouster clauses. This is why it was held that the jurisdiction of the trial court to entertain *Jombo*'s *case* was not ousted, while it was rightly held the court lacked jurisdiction in Nwosu and *Agwuna*. All the three decisions are sound, the legal principles expounded therein are similar and they remain good law. It is trite law that all cases must be decided on their peculiar facts and circumstances. See GUSAU V. LAWAL (2023) 10 NWLR (PT. 1892) 297; **OKEKE V. UWAECHINA (2022) 10 NWLR (PT. 1837) 173;** MAGIT V. UNIVERSITY OF AGRIC., MAKURDI (2005) 19 **NWLR (PT. 959) 211; EPEROKUN V. UNIVERSITY OF LAGOS (1986) 4 NWLR (PT. 34) 162**. This is exactly what was done by this court in those cases. Since the facts of the cases are dissimilar, what learned counsel ought to have done is to distinguish the cases rather than hammer on supposed contradictions between the decisions. See **ADEGOKE MOTORS LTD V. ADESANYA & ANOR (supra)**.

Let me now address the Appellant's argument that the decision in **JOMBO V. PETROLEUM EQUALISATION FUND (MANAGEMENT BOARD) (supra)** was wrongly relied on by the lower court and that same is inapplicable to the facts of this case. In attempting to distinguish this case from *Jombo*'s *case*, learned counsel for the Appellant submitted that in *Jombo's case*, the first letter terminated the employment of the Appellant, while the second dismissed him, unlike this case

where both letters were letters of disrnissal; that in the instant case, the two letters were issued by the Respondent's employer i.e. the Appellant through its head, while the second letter in *Jombo's* case was issued by the 2nd Respondent (Minister of Petroleum Resources) who was not the Appellant's employer; that while Exhibit A was issued by the appropriate authority having been issued on the authority of the Head of State, the second letter in *Jom bo's case* was not shown to have emanated from the appropriate authority. He- thus submitted that *Jombo's* --case is distinguishable.

Distinguishing one case from another requires that an essential difference is pointed out in the facts and circumstances of both cases. Merely stating that a case is distinguishable from another case sought to be used as precedent or pointing out some inconsequential difference will not be sufficient to distinguish the case sought to be used as precedent from the case placed before the court for determination. See **F.C.S.C, V. LAOYE (1989) 2 NWLR *(PT* . I06) 652**. The purported differences pointed out by the Appellant's counsel between the facts of this case and those of *iom bo*'s case are anything but essential. For instance, I have earlier held that whether an employee is dismissed or his employment is terminated, the employment relationship is brought to an end. Hence, in the present context, it makes no difference that the letter of 6th January, 1999 dismissed the Appellant, while the first letter issued in *Jombo's* case was for the termination of his appointment. In both cases,

there was no employment or appointment to bring to an end after the first letter was issued. In similar vein, in both cases, the first letter, which was the relevant letter was not issued by the appropriate authority. The points raised by the Appellant's counsel as to who signed or whether it was issued by the Appellant's employer, are therefore inconsequential and superfluous. Thus, it is without doubt that the__ -case of **JOMBO V**. **PETROLEUF4 EQUALISATION FUND (MANAGEMENT BOARD)** (supra) is similar to this case in all materials particular and was correctly relied on by the lower court as a binding precedent for the determination of the appeal before it. In atl, there is no gainsaying that the Public Officers (Special Provisions) Decree No. 17 of 1984 is inapplicable to the facts oF this case and the jurisdiction of the trial court to entertain the Respondent's case was not ousted by the provisions of the Decree, because the Respondent was not dismissed by the appropriate authority as contemplated by the Decree, The trial court was wrong to hold otherwise. On the contrary, the lower court was correct when it set aside the ruling of the trial court and instead held that Decree No. 17 of 1984 was inapplicable to the Respondent's claim before the trial court. Hence, the question arising from the issues formulated by both parties, whether the Respondent's claim before the trial court is caught by the Public Officers (Special Provisions) Decree, is answered in the negative. Hence, the Respondent's claim was competent and the jurisdiction of court in respect thereof is not ousted by the Public Officers (Special Provisions) Decree. The issue is therefore resolved in

favour of the Respondent, Notwithstanding the foregoing, it is. evident that the dispute submitted to the trial court by the Respondent was a labour dispute. Such disputes or claims are now obviously adjudicated upon by the National Industrial Court by virtue of the jurisdiction conferred on it by Section 254C of the Constitution, one of the new provisions introduced by the Constitution of Federal Republic of Nigeria (Third Alteration Act), 20]0. The National Industrial Court is now the appropriate court to entertain the Respondent's claim. Pursuant to the power of this court under Section 22 of the Supreme Court Act, I hereby make an order transferring the case to the National Industrial Court.

Flowing from all I have said above, this appeal is lacking in merit and same is hereby dismissed. The judgment of the lower court is hereby affirmed, save *for* the order remitting the case to the Federal High Court. Cost of the appeal is assessed at 83,000,000.00 (three million Naira), which shall be paid by the Appellant to the Respondent.

In conclusion, the case is transferred to the National Industrial Court; the court now vested with the exclusive jurisdiction to hear and determine employment and labour matters and it is hereby ordered that the case be granted an accelerated hearing.

Appeal dismissed.

UMAR, JSC: I have had the privilege of a reading in draft, the judgment of my learned brother **Jauro**, **JSC**. I entirely agree with the reasoning and conclusions. For those same reasons which I adopt as mine. I abide by all the order made in the lead judgment, that of costs inclusive.

OBANDE, JSC : I had in advance, a thorough preview of the leading judgment delivered by my learned brother: **Adamu Jauro**, **JSC**. I concur fully with the judicial reasoning and conclusion therein.

It is gleanable from the respondent's pleading on record, the bedrock of the appeal, that the second letter, dated the 26th April, 1999, which dismissed the respondent from the employ of the appellant, was birthed when the respondent's suit was already *subjudice* . It is an elementary law that pleading, the respondent's statement of claim before the trial court, is the macro barometer to gauge/meter the presence or absence of jurisdiction of a court to hear a matter. The suit was erected on the respondent's agitation against the propriety of the first letter of the 6th January, 1999 which midwifed the suit filed on the 26th January, 1999. Incontestably, the first letter has no atom of romance with the then dreadful Decree No. 17 of 1984. Thus, the second letter, upon which the trial court premised its decision, was issued during the gestation period of the respondent's action before the trial court. It was crafted against the

established rules regulating *subjudice* and, de *ju re* , ought to have been treated with disdain and contempt by the trial court. In effect, the respondent's suit was not enveloped in the thick fog of ouster clause enshrined in the provision of section 3(3) of the scary Decree No. 17 of 1984. In consequence, the lower court acted ex *debito justitae* when it set aside the trial court's decision which, to all intents and purposes was arrived at *per incuriam*.

It admits of no argument that the respondent's action decipherable from his pleading, was woven around contract of employment. Indisputably, the National Industrial Court of Nigeria is the proper *forum competens* for the respondent to ventilate his perceived and nursed employment grievances against the requisite jurisdiction to entertain the respondent's suit. Thi£ hallowed principle of law shapes the destiny of the respondent's suit as well meets the ends of justice therein.

It is for these addenda, coupled with the legal dissections assembled in the leading judgment, that I, too, penalise the appeal with a deserved order of dismissal. I abide by the consequential orders on costs and transfer of the suit as decreed therein.

GARBA, JSC : I am of the same views with my Learned Brother A. Jauro, JSC in the Lead Judgment, a draft of which I read, that the court below is on the firm terrain of the law that the provisions of Decree 17 of 1984 are not applicable to oust the jurisdiction of the courts to adjudicate over.

ASEIMO, JSC: I had a preview of the judgment just delivered by my learned brother, **Adamu Jauro**, **JSC**.

I agree that this appeal is devoid of any merit and I also dismiss it.