Journal of Law, Policy and Globalization
ISSN 2224-3240 (Paper) ISSN 2224-3259 (Online)
Vol.58, 2017
www.iiste.org

Reflections on the Introduction of Plea-Bargain and Community Service by the Administration of Criminal Justice Law 2007 in Lagos State and the Administration of Criminal Justice Act, 2015 in Nigeria

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1.0 Introduction:

Nigeria is part of the global village and has to reform its criminal justice system to cope with the demands of democratic society nationally and internationally. New strategies must be developed to make our criminal justice system human rights friendly and more effective for crime control and easy dispensation of cases without delay.

Nigeria needs a justice system that works in the interest of justice. It should have Criminal Justice System that gives the accused, the victim of crime and witnesses equal treatment and protection. The concept of plea-bargain is internationally used to assist in saving time and energy of the agencies of the criminal justice system. New methods of disposal like compensation to the victim of crime and compulsory community service for the offenders are introduced to replace old methods and reduce the over use of imprisonment by our courts.

The Nigeria administration of justice system inherited from decades of military rule poses serious challenges for the democratic governance of Nigeria. The transformations of the Laws become necessary to reflect the new constitution and the demands of a democratic society.

In this article we will examine and reflect on the plea-bargain and community service introduced for the first time in Nigeria by the Administration of Justice Law 2007 in Lagos State and in Nigeria by the coming in effect of the Administration of Criminal Justice Act 2015. This article aims at enlightening lawyers and members of the public of the benefits of the introduction of plea-bargain and community service in the Nigerian Criminal Justice System.

1.1 Plea-Bargain:

A plea bargain or plea agreement is an agreement in a criminal case in which the prosecutor and the accused arrange to settle the case on certain terms. The accused could agree to plead guilty in exchange for a negotiated punishment or to plead guilty to an offence less serious than the one originally contemplated by the prosecution. Unreviewable discretion in deciding whether to charge and prosecute citizens for their crime is the principal reason the prosecutor is considered the most powerful figure in the administration of justice, but it is by no means the prosecutor's only source of power.[2] Probably the most strategic source of power available to prosecutors is their authority to decide which cases to "*plea-bargain*". In America, plea bargaining or plea negotiating refers to the practice whereby the prosecutor, the defense attorney, the defendant, and – in many jurisdictions – the judge agree to a negotiated plea.[3] For instance, they may agree on a specific sentence to be imposed if the accused pleads guilty to an agreed- upon charge or charges instead of going to trial. It is the prosecutor alone, however, who chooses what lesser plea, if any, will be accepted instead of going to trial.[4] In the United States of America the reality is that justice is done mostly through plea bargaining.[5] This means that criminal trials are relatively rare events but plea bargaining is routine. In the United States of America there are three basic types of plea bargains.[6] Firstly, the defendant may be allowed to plead guilty to a lesser offence. For example, a defendant may be allowed to plead guilty to manslaughter rather than to first-degree murder. Secondly, at the request of the prosecutor, a defendant who pleads guilty may receive a lighter sentence than would typically be given for the crime. Note, however, the prosecutor can only recommend the sentence; the judge does not have to grant it.[7] Thirdly, a defendant may plead guilty to one charge in return for the prosecutor's promise to drop other charges that could be brought. Generally speaking, the bargain that the prosecutor will strike depends on three factors. The most important factor is the seriousness of the offence. This means the most serious the crime, the more difficult it is to win concessions from the prosecutor. The second

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[2]. Bohm, R. M. and Haley, K. N. Introduction to Criminal Justice (U.S.A Glencoe/McGraw-Hill Companies 2002) Third Edition at P. 272.
[3]. Ibid at p. 272.
[4]. Ibid at p. 272.
[5]. Ibid at p. 273.
[6]. Ibid at p. 289.
[7]. Ibid at p. 289.

factor is that of the defendant's criminal record. Defendants with criminal records usually receive fewer concessions from prosecutors. The third factor is that of the strength of the prosecutor's case. The stronger the case, the stronger is the position of the prosecutor in plea negotiations.[1]

In the United States of America the plea bargain is neither backed by a constitutional basis nor a statutory basis.[2] It is a custom that developed because of the mutual interests it serves. The custom received formal recognition from the Supreme Court in 1970 in the case of **Brady V. United States** where the court upheld the use of plea bargaining because of the "*mutuality of advantage"* it provided the defendant and the state.[3]

In Kenya's legal system the plea bargaining is not formally recognized but it is done or conducted informally without explicit legal guidelines.[4] In Nigeria, the Economic and Financial Crimes Commission (EFCC) has since started the plea bargain in settling cases of financial crimes in Nigeria. The 1999 Constitution of the Federal Republic of Nigeria (as amended) has not enshrined in its provisions the plea bargain concept. But Economic and Financial Crimes Commission (Establishment) Act, 2004, under its section 14(2) provides as follows:

> "*Subject to the provisions of section 174 of the Constitution of the Federal Republic of Nigeria 1999 (which relates to the power of the Attorney-General of the Federation to institute, continue, takeover or discontinue criminal proceedings against any person in any court of law), the Commission may compound any offence punishable under this Act by accepting such sum of money as it thinks fit not, exceeding the maximum amount to which that person would have been liable if he had been convicted of that offence".*

Here we may observe that the power given to the EFCC under the above mentioned section has given it the power to compound any offence and strike agreement (i.e. plea bargain), eventhough the law has not explicitly mentioned plea bargaining in its provisions.

The Nigerian Court of Appeal (Benin Division) in the case of PML Securities Company Limited v. Federal Republic of Nigeria[5] laid down some guidelines for the meaning and application of Plea bargaining. The Court of Appeal held as follows:

1. **On the meaning and nature of "plea bargaining"-**
   "Plea bargain" is a negotiated agreement between a prosecutor and a criminal defendant whereby the defendant pleads guilty to a lesser offence or to one of multiple charges in exchange for some concession by the prosecutor, usually, a more lenient sentence or a dismissal of the other charges. It is also termed plea bargain agreement, negotiated plea, or sentence bargain.
2. **On meaning and nature of "charge bargain"-**
   "Charge bargain" is a plea bargain in which a prosecutor agrees to drop some of the counts or reduce the charge to a less serious offence in exchange for a plea of guilty or no contest from the defendant.
3. **On meaning and nature of "sentence bargain"-**
   "Sentence bargain" is a plea bargain in which a prosecutor agrees to recommend a lighter sentence in exchange for a plea of guilty or no contest from the defendant.
4. **On meaning of "no contest"-**
   The phrase "no contest" mentioned in the definitions of "Charge bargain" and "Sentence bargain" means a criminal defendant's plea that while not admitting guilty, the defendant will not dispute the charge.
5. **On Elements of valid plea bargain-**
   A plea bargain must be a conscious and deliberate act between the prosecution and an accused person, with the plea of guilty being an overt act on the part of the accused person in evidence of the plea bargain. The offence or offences to which the accused person must enter a plea of guilty is or are for the prosecution and the accused person to agree upon. In effect, the concept of plea bargain operates in personam, and not by privy or proxy. In other words, a plea bargain must be a deliberate and conscious act taken by the prosecutor and a particular accused person or specific accused persons in a charge wherein the accused person or each of the specified accused persons must suffer a conviction no matter how insignificant or trivial the offence to which the conviction relates.
   In this case, the appellant did not enter a plea of guilty of its own and it did not suffer a conviction

[1]. Ibid at p. 290.
[2]. Ibid at p. 290.
[3]. Ibid at p. 291.
[4]. The Bench Bulletin Kenya National Council for Law Reporting August 2007 Issue 3 at p. 14.
[5] (2015) 4 N.W.L.R. at p. 551.

of any kind in respect of any of the charges that came up before the Federal High Court, Enugu. In the circumstance, the trial court was right when it called on the appellant to enter its plea to the charge against it.

6. On purpose of Criminal trial-

The main purpose of a criminal trial is to ensure that a person, who has chosen to break any aspect of the criminal law, is not left to go scot free and for this reason the prosecution has to establish the guilty of the accused person beyond reasonable doubt to pave the way for his punishment by law. The concept of plea bargain does not derogate from the purpose or objective of criminal prosecution given the fact that before an accused person can benefit from the arrangement of plea bargain, the accused person must plead guilty to some form of offence and be convicted for what he pleaded guilty to. In this case, the appellant relied on the pleas of guilty of Mr. Nosakhare Igbinedion and Kiva Corporation Limited as the basis of its application. In the circumstance, no plea bargain can be said to have been made between the appellant and the prosecution.

Here we may observe that the Court of Appeal in deciding the above mentioned case, has adopted in toto the definition of plea bargain in the Black's Law Dictionary[1]. This is due to the fact that plea bargain as a prosecutorial strategy or tool is an emerging phenomenon in Nigeria when the above mentioned case was decided. Also there are no clear cut guidelines to govern the operation of plea bargain. But the Court of Appeal was successful in laying down some guidance for the lower courts of records to follow in handling cases involving plea bargain. After all the rationale behind the adoption of plea bargain agreement is to all parties to a charge avoid lengthy trials and abrogate the huge task on the part of the prosecutor to prove the alleged offences beyond reasonable doubt.

In Lagos State of Nigeria the plea-bargain concept has been introduced by state law to be cited as The Administration of Criminal Justice Law 2007 which came into force on the 28th day of May, 2007.[2] This law is only applicable in the High Courts and Magistrates' Courts of Lagos State.

Section 75 of this law provides as follows:

> "*Notwithstanding anything in this law or in any other law, the Attorney-General of the state shall have power to consider and accept a plea bargain from a person charged with any offence, where the Attorney-General is of the view that the acceptance of such plea bargain is in the public interest, the interest of justice and the need to prevent abuse of legal process".*

Also the principal actors in the plea-bargaining process are the prosecutor, defence, court and victims of crime according to the Administration of Justice Law 2007.

Section 76(1) of the Administration of Justice law provides that the prosecutor and a defendant or his legal practitioner, may before the plea to the charge, enter into an agreement, in respect of -

a) a plea of guilty by the defendant to the offence charged or lesser offence of which he may be convicted on the charge, and
b) an appropriate sentence to be imposed by the court, if the defendant is convicted of the offence to which he intends to plead guilty.

2) The prosecutor may only enter into an agreement contemplated in sub- section (1) of this section –
   a) after consultation with the police officer responsible for the investigation of the case and if reasonably feasible, the victim, and
   b) with due regard to the nature of and circumstances relating to the offence, the defendant and the interests of the community.
3) the prosecutor, if reasonably feasible, shall afford the complainant or his representative the opportunity to make representations to the prosecutor regarding –
   a) the contents of the agreement, and
   b) the inclusion in the agreement of a compensation or restitution order.
4) an agreement between the parities contemplated in sub-section (1) shall be in writing and shall be signed.
5) the presiding judge, or magistrate before whom criminal proceedings are pending, shall not participate in the discussion contemplated in sub-section (1) provided that he may be approached by counsel regarding the contents of the discussions, and he may inform them in general terms of the possible advantages of discussions, possible sentencing options or the acceptability of a proposed agreement.
6) where plea agreement is reached by the prosecution and defence, the prosecutor shall inform the court that the parties have reached an agreement and the presiding judge or magistrate shall then inquire from the defendant to confirm the correctness of the agreement.
7) the presiding judge or magistrate shall ascertain whether the defendant admits the allegations in the charge to which he has pleaded guilty and whether he entered into the agreement voluntarily and without undue

[1]. Bryan A. Garner, Black's Law Dictionary Nineth Edition (west Group U. S. A. 2009) at P. 1270
[2]. The Compass News Wednesday, July 23, 2008 at p. 46

influence and may –

a) if satisfied that the defendant is guilty of the offence to which he has pleaded guilty, convict the defendant on his plea of guilty to the offence, or
b) if he is for any reason of the opinion that the defendant cannot be convicted of the offence in respect of which the agreement was reached and to which the defendant has pleaded guilty, or that the agreement is in conflict with the defendant's rights referred to in sub-section (4) of this section, he shall record a plea of not guilty in respect of such charge and order that the trial proceed.

8) where a defendant has been convicted in terms of sub-section (7) (a), the presiding judge or magistrate shall consider the sentence agreed upon in the agreement and if he is –
   a) satisfied that such sentence is an appropriate sentence imposed, or
   b) of the view that he would have imposed a lesser sentence than the sentence agreed upon in the agreement, impose the lesser sentence;
   c) of the view that the offence requires a heavier sentence than the sentence agreed upon in the agreement, he shall inform the accused of such heavier sentence he consider to be appropriate.
9) where the accused has been informed of the heavier sentence as contemplated in sub-section (8) above, the defendant may –
   a) abide by his plea of guilty as agreed upon in the agreement and agree that, subject to the defendant's right to lead evidence and to present argument relevant to sentencing, the presiding judge, or magistrate proceed with the sentencing; or
   b) withdraw from his plea agreement in which event the trial shall proceed *de novo*[1] before another presiding judge, or magistrate as the case may be.
10) where a trial proceeds as contemplated under sub-section (9) (a) or *de novo* before another presiding judge or magistrate as contemplated in sub-section (9) (b).
   a) no reference shall be made to the agreement;
   b) no admission contained therein or statements relating thereto shall be admissible against the defendant; and the prosecutor and the defendant may not enter into a similar plea and sentence agreement.

Here we may observe that the wording of section 75 of the Administration of Justice Law is important because it underscores the fact that it is entirely within the discretion of the prosecution to decide whether in any particular case it desires to plea bargain. Section 75 also has a bearing on the factors that should guide the Attorney-General in accepting a plea offer. There are public interest, the interest of justice and the need to prevent abuse of legal process. Section 76 (2) (a) provided that the prosecutor may enter into a plea agreement after consultation with the police officer charged with the investigation of the case and, if reasonably feasible, the complainant; and with due regard to the nature of and circumstances relating to the offence, the defendant and the interest of the community. These provisions (i.e. S. 75 and S. 76) are similar to the constitutionally stipulated factors or conditionalities that should guide the Attorney-General in the exercise of his general prosecutorial powers under the 1999 Constitution of the Federal Republic of Nigeria (as amended).

The Administration of Justice Law of Lagos State 2007 recognizes the important role of counsel in protecting the interest of defendants and required that the prosecutor negotiate with the defendant or counsel. The duty of defence also extends to explaining to the accused person his constitutional rights and the implications of a plea of guilty and the terms of a plea agreement. It is the duty of defence counsel to ensure that the procedural protections afforded to the accused by the provisions of section 76 are complied with. A writer opined that the Administration of Justice Law contains no provision outlining the role of defence counsel in negotiating a plea bargain and we concede to that.[2] Rules of conduct outlining the standard of professional duty of legal practitioners are traditionally matters by Bar Associations. There is the need for the General Council of the Bar to incorporate rules to guide counsel engaged in plea bargaining on behalf of his client.[3] The existing Rules of Professional Conduct governing the conduct of criminal cases does not provide any principles of guidance covering plea bargaining. Therefore there is a need by the General Counsel of the Bar to borrow so as to fill in this gap to strengthen the implementation of plea bargain in the Nigeria criminal justice system.[4]

Eventhough in Nigeria we are not practicing in full force the plea-bargain, but the plea bargaining serves the interests of all the stakeholders in the administration of justice. The practicing of plea-bargain reduces

[1]. Trial *de novo* is a new trial on the entire case – that is, on both questions of fact and issues of law – conducted as if there had been no trial in the first instance.
[2]. Bello, A. O. "*Plea bargaining: Powers of the Attorney-General"* The Compass News Thursday, July 10, 2008 at p. 27.
[3]. Ibid at p. 27.
[4]. See for example The American Bar Association Standards making it as a duty of a defence counsel and a guiding principle in entering into plea bargain as follows: "*…under no circumstances should a lawyer recommend to a defendant acceptance of plea unless a full investigation and study of the case has been completed; including an analysis of controlling law and evidence likely to be introduced at trial".*

uncertainty. Uncertainty is a characteristic of all criminal trials because neither the duration of the trial nor the outcome of the trial can ever be predicted with any degree of accuracy.[1] Plea bargaining eliminates those two areas of uncertainty by eliminating the need for a trial. In plea bargaining the prosecutors are guaranteed high conviction rates. For prosecutors and, apparently, the general public, a conviction is a conviction, whether it is obtained through plea bargaining or as the result of a trial. Plea bargaining also serves the interests of judges by reducing their court caseloads and give them more time to be spent on more complicated cases. Plea bargaining often allows defendants to escape conviction of socially stigmatizing crimes, such as child abuse. By "*Copping"* a plea to assault rather than to statutory rape and by this the defendant can avoid the embarrassing publicity of a trial and the wrath of fellow inmates or of society as well.

In Nigeria now the position of the Law has been settled on plea bargain with the coming in effect of the Administration of Criminal Justice Act 2015. The purpose of this Act is to ensure that the system of administration of criminal Justice in Nigeria promotes efficient management of Criminal justice institutions, speedy dispensation of justice, protection of the society from crime and protection of the rights and interests of the suspect, the defendant, and the victim.[2]

The Administration of Criminal Justice Act 2015 has provided clear guidelines for the operation of plea bargain in Nigeria.

Section 270 (1-17) of the ACJA provides as follows:

1. Notwithstanding anything in this Act or in any other law, the prosecutor may:
   (a) Receive and consider a plea bargain from a defendant charged with an offence either directly from that defendant or on his behalf;
   (b) Offer a plea bargain to a defendant charged with an offence.
2. The prosecution may enter into plea bargaining with the defendant, with the consent of the victim or his representative during or after the presentation of the evidence of the prosecution, but before the presentation of the evidence of the defence, provided that all of the following conditions are present:
   (a) The evidence of the prosecution is insufficient to prove the offence charged beyond reasonable doubt;
   (b) Where the defendant has agreed to return the proceeds of the crime or make restitution to the victim or his representative, and
   (c) Where the defendant in a case of the crime of conspiracy has fully cooperated with the investigation and prosecution of the crime by providing relevant information for the successful prosecution of other offenders.
3. The prosecutor is of the view that the offer or acceptance of a plea bargain is in the interest of justice, the public interest, public policy and the need to prevent abuse of legal process, he may offer or accept the plea bargain.
4. The prosecutor and the defendant or his legal practitioner may before the plea to the charge, enter into an agreement in respect of-
   (a) The term of the plea bargain which may include the sentence recommended within the appropriate range of punishment stipulated for the offence or a plea of guilty by the defendant to the offence(s) charged or a lesser offence of which he may be convicted on the charge; and
   (b) An appropriate sentence to be imposed by the court where the defendant is convicted of the offence to which he intends to plead guilty.
5. The prosecutor may only enter into an agreement contemplated in subsection (3) of this section-
   (a) After consultation with the police responsible for the investigation of the case and the victim or his representative, and
   (b) With due regard to the nature of and circumstances relating to the offence, the defendant and public interest.

Provided that in determining whether it is in the public interest to enter into a plea bargain, the prosecution shall weigh all relevant factors, including:

(i) the defendant's willingness to cooperate in the investigation or prosecution of others;
(ii) the defendant's history with respect to criminal activity;
(iii) the defendant's remorse or contrition and his willingness to assume responsibility for his conduct;
(iv) the desirability of prompt and certain disposition of the case;
(v) the likelihood of obtaining a conviction at trial, the probable effect on witnesses;
(vi) the probable sentence or other consequences if the defendant is convicted;

[1]. Bohm, R. M. and Haley, K. N. op cit. at p. 290.
[2] . See Section 1(1) of the Administration of Criminal Justice Act 2015.

(vii) the need to avoid delay in the disposition of other pending cases; and
(viii) the expense of trial and appeal.
(ix) The defendant's willingness to make restitution or pay compensation to the victim where appropriate.

6. The prosecution shall afford the victim or his representative the opportunity to make representations to the prosecutor regarding-
   (a) the content of the agreement; and
   (b) the inclusion in the agreement of a compensation or restitution order.
7. An agreement between the parties contemplated in subsection (3) shall be reduced to writing and shall-
   (a) state that, before conclusion of the agreement, the defendant has been informed-
      (i) that he has a right to remain silent;
      (ii) of the consequences of not remaining silent;
      (iii) that he is not obliged to make any confession or admission that could be used in evidence against him.
   (b) State fully, the terms of the agreement and any admission made, and
   (c) Be signed by the prosecutor, the defendant, the legal practitioner and the interpreter, as the case may be.
   (d) A copy of the agreement signed by the parties in paragraph (c) of subsection (6) of this section shall be forwarded to the Attoney-General of the Federation.
8. The presiding judge or magistrate before whom the criminal proceedings are pending shall not participate in the discussion contemplated in subsection (3) of this section.
9. Where a plea agreement is reached by the prosecution and the defence, the prosecutor shall inform the court that the parties have reached an agreement and the presiding judge or magistrate shall then inquire from the defendant to confirm the correctness of the agreement.
10. The presiding judge or magistrate shall ascertain whether the defendant admits the allegation in the charge to which he has pleaded guilty and whether he entered into the agreement voluntarily and without undue influence and may where-
    (a) he is satisfied that the defendant is guilty of the offence to which he has pleaded guilty, convict the defendant on his plea of guilty to that offence, and shall award the compensation to the victim in accordance with the term of the agreement which shall be delivered by the court in accordance with section 308 of this Act; or
    (b) he is for any reason of the opinion that the defendant cannot be convicted of the offence in respect of which the agreement was reached and to which the defendant has pleaded guilty or that the agreement is in conflict with the defendant's right referred to in subsection (6) of this section, he shall record a plea of not guilty in respect of such charge and order that the trial proceed.
11. Where a defendant has been convicted in terms of subsection (9) (a), the presiding judge or magistrate shall consider the sentence as agreed upon and where he is-
    (a) satisfied that such sentence is an appropriate sentence, impose the sentence; or
    (b) of the view that he would have imposed lesser sentence than the sentence agreed, impose the lesser sentence; or
    (c) of the view that the offence requires a heavier sentence than the sentence agreed upon, he shall inform the defendant of such heavier sentence he considers to be appropriate.
12. The presiding judge or Magistrate shall make an order that any money, asset or property agreed to be forfeited under the plea bargain shall be transferred to and vest in the victim or his representative or any other person as may be appropriate or reasonably feasible.
13. Notwithstanding the provisions of the Sheriffs and Civil Process Act, the prosecutor shall take reasonable steps to ensure that any money, asset or property agreed to be forfeited or returned by the offender under a plea bargain are transferred to or vested in the victim, his representative or other person lawfully entitled to it.
14. Any person who willfully and without just cause obstructs or impedes the vesting or transfer of any money, asset or property under this Act shall be guilty of an offence and liable to imprisonment for 7 years without an option of fine.
15. Where the defendant has been informed of the heavier sentence as contemplated in subsection (11) (c) above, the defendant may-
    (a) abide by his plea of guilty as agreed upon and agree that, subject to the defendant's right to lead evidence and to present argument relevant to sentencing, the presiding judge or magistrate proceed with the sentencing, or

(b) withdraw from his plea agreement, in which event the trial shall proceed de novo before another presiding judge or magistrate, as the case may be.

16. Where a trial proceeds as contemplated under subsection (14) (a) or de novo before another presiding judge, or magistrate, as contemplated in subsection (14)(b),-
    (a) no references shall be made to the agreement;
    (b) no admission contained therein or statement relating thereto shall be admissible against the defendant; and
    (c) the prosecutor and the defendant may not enter into a similar plea and sentence agreement.
17. When a person is convicted and sentenced under the provisions of subsection (1) of this section, he shall not be charged or tried again on the same facts for the greater offence earlier charged to which he had pleaded to a lesser offence.

The Administration of Criminal Justice Act 2015 has also provided a definition for the words plea bargain. Section 494 of the ACJA provides:

> "Plea bargain" means the process in criminal proceedings whereby the defendant and the prosecution work out a mutually acceptable disposition of the case; including the plea of the defendant to a lesser offence than that charged in the complaint or information and in conformity with other conditions imposed by the prosecution, in return for a lighter sentence than that for the higher charge subject to the Court's approval.

1.2 Community Service:

Community Service is a type of restitution to the community especially for crimes where the victim is the state. The offender is usually sentenced to stipulated number of hours required to perform unpaid work for the benefit of the community under the supervision of a probation officer. The probation officer shall also provide rehabilitative counseling and guidance to the offender. Community service aims to both to be punitive and rehabilitative. Under the community service order the offender is required to use his leisure time to perform community service as reparation to the harm he has done to the community and he may through community service and guidance from the probation officer gain a changed look, a more constructive purpose in life, an enriched sense of self worth and hopefully be steered away from committing further crime. A community service order can also be used as an effective disposal method to decongest our overcrowded prisons for prisoners who have lived exemplary life and remaining for their final release a short period. There is no doubt if this disposal method will be adopted in the criminal justice system will benefit both the community and the offender. This disposal method should not be available to every offender. It is to be made available only to certain types of offences and for selective offenders. The prisoner who commits serious offence and who is risk to the community is not suited to serve community service. The community service is aimed at specific offenders who serve normally a short term sentence and who do not pose a risk to society. There is no doubt that the community service has certain economic and social benefits. The first and immediate benefit being the harmful effects of overcrowding in prisons. This alternative sentencing system also relieves the pressure on the prison administration. At present, the Federal Government is spending ₦200 per day for each prisoner for food, let alone the clothing, shelter, medical care and security. If this amount will be calculated per annum it will reach billions of Naira. The whole cost can be saved once community service is introduced as an alternative disposal method to jail term. This scheme is less costly than custodial measure. It cost less to administer and is also inexpensive in terms of social and human cost. This will also help the state in not going for construction of new prisons but use the available resources to strengthen the facilities in the existing prisons. The energy of the prison staff can be used in a focused manner concentrating more on the serious offenders who are really dangerous to the society. The community service disposal method gives the offenders the opportunity to live with their families and dependents and this will save from interruption of family life including the loss of breadwinner. Also the offender is made to avoid influence of dangerous, habitual criminals serving sentence in the prisons. In community service scheme the offender will not suffer chances of work at the end of his service like those prisoners who have finished their term of imprisonment and the stigma attached to it. This disposal method can also be introduced to save the vulnerable (i.e. women, children and old aged) from the rigour of prisons. Prisons are known to damage the people particularly vulnerable groups including women, and "*women with children".*

Lagos State of Nigeria has already introduced community service. Section 350 of the Administration of Criminal Justice Law 2007 provides:

1) Where the court has made an order committing the offender to render community service, such community service shall be in the nature of;
    (a) environmental sanitation; or
    (b) assisting in the care of children and elderly in government approved homes; or

(c) any other type of service which in the opinion of the court would have a beneficial and salutary effect on the character of the offender.

2) (i) The Community Service Officer and the person against whom the order is made shall enter into a written agreement specifying the number of hours of service that would be rendered on a daily or weekly basis.

(ii). The written agreement referred to in subsection (2) paragraph (1) above shall be filed in the court's registry by the community service office.

(iii). Where the person against whom the order is made refuses or defaults to enter into the written agreement or where he breaches the terms of the agreement on more than three occasions without any lawful justification or excuse, the court on the application of the Community Service Officer, shall issue a bench warrant for his arrest.

(iv). The person against whom the order was made shall bear the burden of showing any lawful or valid excuse justifying or excusing the breach of the written agreement in which case the court may permit the continuation of the community service order.

(v). The court, if satisfied, that the person against whom the order was made has no lawful or valid excuse, shall proceed to convict and make a custodial sentence having regard to the punishment prescribed for the offence to which he was charged and the length of community service already performed.

3) A Community Service Officer shall be appointed in each Magisterial District in the State.

The Law on Criminal Justice Administration in the High Courts and Magistrates Courts of Lagos State has come into force since the 28th day of May, 2007. Now Lagos State can be regarded as a Pilot State in the implementation of community service and plea-bargain in Nigeria.

In Nigeria now the position of the Law has been settled on the introduction of Community Service as a method of disposal by the emergence of the Administration of Criminal Justice Act 2015.

Section 460 (2) of ACJA provides:

> The Court may, with or without conditions, sentence the convict to perform specified service in his community or such community or place as the court may direct.

Section 461(1-9) of ACJA provides as follows:

1. There shall be established by the Chief Judge in every Judicial Division a Community Service Center to be headed by a Registrar who shall be responsible for overseeing the execution of Community Service Orders in that Division.
2. The registrar shall be assisted by suitable personnel who shall supervise the implementation of Community Service Orders that may be handed down by the courts.
3. The functions of the Community Service Centre include:
   (a) document and keeping detailed information about convicts sentenced to Community Service including the:
      (i) name of convict,
      (ii) sentence and the date of the sentence,
      (iii) Nature, duration and location of the Community Service,
      (iv) Residential address of the convict,
      (v) Height, photograph, full fingerprint impressions, and
      (vi) Other means of identification as may be appropriate;
   (b) Providing assistance to the court in arriving at appropriate Community Service Order in each case;
   (c) Monitoring the operation of Community Service in all its aspect;
   (d) Counseling offenders with a view to bringing about their reformation;
   (e) Recommending to the court a review of the sentence of offenders on Community Service who have shown remorse;
   (f) Proposing to the Chief Judge measures for effective operation of Community Service Orders;
   (g) Ensuring that supervising officers perform their duties in accordance with the law; and
   (h) Performing such other functions as may be necessary for the smooth administration of Community Service Orders.
4. Where the court has made an order committing the convict to render community service, the community service shall be in the nature of:
   (a) environmental sanitation, including cutting grasses, washing drainages, cleaning the environment and washing public places;
   (b) assisting in the production of agriculture produce, construction, or mining; and

(c) any other type of service which in the opinion of the court would have a beneficial and reformative effect on the character of the convict.

5. The Community Service sentence shall be performed as close as possible to the place where the convict ordinarily resides to ensure that the community can monitor his movement.
6. Before passing a community service order, the court shall consider the circumstances, character, antecedents of the convict and other factors that may be brought to its attention by the Registrar of the Community Service Centre.
7. A convict sentenced to community service shall not at the same time be sentenced to a term of imprisonment for the same offence, but may in default of performing his community service diligently and to the satisfaction of the court, be sentenced to a term of imprisonment for the remaining part of his community service to which he is in default or neglect.
8. Upon sentence to community service, a convict shall be required to produce a guarantor who shall undertake to produce the convict if the he absconds from community service.
9. The guarantor shall be a relation of the convict or any other responsible person of adequate means or substance who shall produce the convict when required by the court, failing which the guarantor shall be liable to a fine of one hundred thousand Naira or more as the circumstances of each case may require.

Section 462(1-4) of ACJA provides as follows:

1. The Community Service Order shall be performed for a period of not more than six months and the convict shall not work for more than five hours a day.
2. The convict shall be under the supervision of a supervising officer or officers or Non-Governmental Organizations as may be designated by the Community Service Centre.
3. The Community Service Order shall contain such directives as the court may consider necessary for the supervision of the convict.
4. The registrar of the court making the Community Service Order shall forward to the Registrar of the Community Service Centre a copy of the Order together with any other documents and information relating to the case.

Section 463(1-5) of ACJA provides as follows:

1. Where at any time during the community service period, the Registrar of the Community Service Centre informs the court of the default of the convict in complying with the directives of the Community Service Order, the court may issue a summons requiring the convict to appear before it.
2. Where the convict fails, refuses or neglects to appear in obedience to the summons, the court may issue a warrant of arrest.
3. Where it is proved to the satisfaction of the court that the convict has failed to comply with any of the requirements of the Community Service Order, the court may:
   (a) vary the Order to suit the circumstances of the case; or
   (b) impose on him a fine not exceeding one hundred thousand Naira or cancel the Order and sentence the convict to any punishment which could have been imposed in respect of the offence, but the period of community service already performed may count in the reduction of the sentence.
4. A supervising officer shall not employ the convict for his or her personal benefit.
5. Where a supervising officer employs the convict for his or her personal benefit, the officer is liable to a fine of one hundred thousand Naira or more, or such other punishment as the court considers fit.

Section 464(a, b, c, d) of the ACJA provides as follows:

(a) the subsequent court may add to the sentence or impose a term of imprisonment which might have been passed by the original court and cancel the order of community service;
(b) the subsequent court may take into account the period of Community Service served in reduction of the term of imprisonment;
(c) where the original court is a High Court and the subsequent court is a subordinate court, the subordinate court shall send the copy of the proceedings to the High Court and on receipt of the proceedings from the subordinate court, the High Court shall proceed under paragraphs (a) and (b) of this section; and
(d) where the original court is a subordinate court and the subsequent court is a High Court dealing with the matter at first instance or on appeal, the High Court shall proceed under paragraph (a) and (b) of this section.

Section 465(1-4) of the ACJA provides as follows:

1. A convict undergoing community service who intends to change his or her place of

residence shall inform the supervising officer of his intention to do so.

2. On receipt of the information, the supervising officer shall furnish the Registrar of the Community Service Centre with the information giving the details of the case.
3. On application by the Registrar of the Community Service Centre, the court shall make appropriate amendment in the Community Service Order and inform the court having jurisdiction for the area where the convict intends to reside.
4. The court shall give the convict a copy of the amended Community Service Order which the convict shall present to the subsequent Community Service Centre.

Section 466(1-5) of the ACJA provides as follows:

1. Where a convict has been ordered to undergo community service for a period of more than four months, the supervising officer shall, from time to time, give a report to the Registrar on the convict's performance and general conduct.
2. The supervising court based on the report made by the Registrar, may reduce the period of the community service specified in the Community Service Order by not more than one third where the convict is of good conduct.
3. The Registrar shall make a report to the supervising court on the termination of a Community Service Order.
4. The supervising officer who is to be responsible for the supervision of a convict shall be the officer designated by the Registrar of the Community Service Centre and if that supervising officer dies or is unable for any reason to carry out his duties, another supervising officer shall be appointed by the Registrar of the Community Service Centre.
5. Where the convict is a female, the supervising officer shall be a female.

1.3 Conclusion:

To solve the problem of delay in handling huge number of criminal cases in our courts, the introduction of plea bargain in Lagos State and in Nigeria in general is a positive development. This introduction of these methods of disposal will result in reducing the number of criminal trails and also save the time and cost for the victim, accused and the state.

The traditional disposal methods alone cannot be useful without the adoption of new alternatives like compulsory community service. This is to assist the sentencing courts to choose from the multiple disposal methods and implement the appropriate punishment which will serve the end of justice. There is no doubt that there is a global drift from the traditional disposal methods either by way of abolition like in cases of death penalty or by way of adopting new alternatives to imprisonment. Not only that but there is much sympathy towards the convict and treating him as sick person who needs treatment. This means also the efficacy and goals of the traditional theories of punishment is no more attainable and justifiable in many jurisdictions of the world today. Therefore, the introduction of new methods of disposal like Plea bargain and Community Service by the Administration of Criminal justice Act, 2015 is a welcome development in Nigeria.