

# THE NATIONAL INDUSTRIAL COURT STEMING OF THE UNFAIR LABOUR PRACTICE OF FORCED RESIGNATION IN NIGERIA \*\*

## ABSTRACT

*In employment contract, the doctrine of freedom of contract prohibits forced labour. Thus, subject to the statute or terms and conditions of employment, the parties can bring the contract to an end. While the employer has the power of termination/dismissal, the employee has the right of resignation. Resignation by its nature, is intended to be voluntary, however, some employers have resorted to compelling employees to resign from their employment. This is known as forced resignation. The purpose is to get rid of the employee while creating the impression that the cessation of the employment contract was voluntary at the instance of the employee. This shambolic practice is an unfair labour practice perpetuated despite unprecedented high level of unemployment and underemployment with no measures being put in place by the government to address the monster. Forced resignation, aside being an unfair labour practice, is antithetical to security of employment with its multiple socio-economic effects. This paper adopts doctrinal methodology in examining the legal and socio-economic effects of forced resignation on employment relations in Nigeria; and analyses the strides of the National Industrial Court of Nigeria (NICN) towards stemming same, especially by banks. It is found that the NICN has declared forced resignation as wrongful/unlawful constructive dismissal, entitling the affected employee to damages. It makes vital recommendations on how to stem the ugly tides of forced resignation in Nigeria.*

**Keywords:** Constructive dismissal, Employee, Employer, Employment, Forced resignation, NICN

## INTRODUCTION

Based on the doctrine of freedom of contract, individuals with contractual capacity are free to enter into contract of employment.<sup>1</sup> Thus, in a master servant contract, the law prohibits an employer from compelling an unwilling employee to remain in its employment just as it will

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<sup>1</sup> Emeka Chinau, Employment Law (Akure: Bemicov Publishers (Nig.) Ltd., 2004) 16.

not compel an unwilling employer to retain in its employment, a willing employee.<sup>2</sup> As a result, while the employer reserves the right to bring the employment contract to an end either by termination or dismissal, the employee has the right to resign from the employment, thereby bringing same to an end.<sup>3</sup> In exercising their right as stated above, the parties are bound to comply with the terms and conditions regulating their contract of employment else would be liable to the aggrieved party for wrongful termination of employment, even if the employment relationship would nonetheless be determined.<sup>4</sup>

Where an employee exercises his right to resignation, it is deemed that same was voluntary and not that the employer has directly compelled him/her to resign or that the employer continuously behaves in a way and manner, that the employee finds unbearable and is constrained to resign.<sup>5</sup> This type of employer-precipitated resignation is what is known as forced resignation or constructive dismissal/discharge.<sup>6</sup> Atilola<sup>7</sup> has opined that in labour and employment law, constructive dismissal also referred to as constructive discharge, occurs when an employee resigns because his/her employer's behaviour has become intolerable or heinous, or that such behaviour has made life so difficult that the employee has no choice but to resign.<sup>8</sup> This runs contrary to the idea or meaning of resignation and amounts to unfair labour practice, especially in Nigeria, where there is unprecedented high level of unemployment and underemployment. This practice exacerbates the monster of insecurity of employment with its ripple socio-economic effects.

Over the years, this practice seems to be dominant within the banking sector. The NICN is a specialised Court with exclusive adjudicatory powers over labour and employment disputes.<sup>9</sup>

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<sup>2</sup> David T. Eyongndi, and Mary-Ann O Ajayi, "The Principles of Voluntariness and Equality under Nigerian Labour Law; Myth or Reality?" (2015-2016) 9 *University of Ibadan Journal of Private and Business Law*, 189-222.

<sup>3</sup> David T Eyongndi, and Foluke D. Moronikeji, "Employee's Right of Resignation during the Pendency of Disciplinary Action under Nigerian Labour Jurisprudence" (2019) 6 *Benson Idohosa University Law Journal*, 161-182.

<sup>4</sup> *Iyere v. Bendel Feed & Flour Mill Ltd.*, (2008) 12 CLRN 1.

<sup>5</sup> Olushola Animashaun, "Unfair Dismissal, a Novel Idea in the Nigerian Employment Law?" (2008) 2(2) *Labour Law Review*, 2.

<sup>6</sup> Elizabeth A Oji, and Offornze D Amucheazi, *Employment and Labour Law in Nigeria*, (Lagos, Mbeyi and Associates (Nig.) Ltd., 2015)12.

<sup>7</sup> Bimbo Atilola, *Recent Developments in Nigerian Labour and Employment Law* (Lagos: Hybrid Consult, 2017) 58.

<sup>8</sup> *Mr. Patrick Obiora Modilim v United Bank for Africa Plc.* Suit No. NICN/LA/353/2012 Judgment delivered on 19<sup>th</sup> June, 2014.

<sup>9</sup> David T Eyongndi and Buduka I Iyagiri, 'Paradigm Shift on the Remedy for Wrongful Termination of Master-Servant Employment in Nigeria' (2019), 1(3) *International Review of Law and Jurisprudence*, 38.

## **THE NICN – A DANIEL COME TO JUDGMENT**

The issue is, what has been the attitude of the NICN towards this unwholesome labour practice being brazenly perpetuated by employers against employees and what are the socio-economic effects of this practice on employment relations in Nigeria? These issues form the crux of this paper which examines the strides of the NICN towards curbing and/or stemming the practice in Nigeria as well as ameliorating its socio-economic effects in Nigeria. The paper is divided into five sections. Section 1 contains the introduction. Section 2, examines the concept of unfair labour practices in Nigeria. Section 3, examines the NICN strides towards stemming/curbing the practice of forced resignation in Nigeria. Section 4, examines the socio-economic effects of forced resignation on employment relations in Nigeria. Section 5 contains the conclusion and recommendations.

### **ESPOUSING THE CONCEPT OF UNFAIR LABOUR PRACTICE**

Prior to the enactment of the 1999 Constitution of the Federal Republic of Nigeria (Third Alteration) Act, 2010 (1999 CFRN (Third Alteration) Act, 2010), the concept of unfair labour practice was unknown to Nigerian law as no domestic labour legislation contained express provision on it.<sup>10</sup> This is not to say that prior to the enactment of the 1999 CFRN (Third Alteration) Act, 2010, unfair labour practice was not taking place in Nigeria. By virtue of the provision of Section 254C(1)(f) of the 1999 CFRN (Third Alteration) Act 2010, the National Industrial Court of Nigeria (NICN) is conferred with exclusive original civil jurisdiction to adjudicate on disputes relating to or connected with unfair labour practices or international best practices in the Nigerian labour industry. Unfair Labour Practices have been defined to mean practices that do not conform with best practice in labour circles as may be stipulated by domestic or international legislations and practices. It can also be described as all disputes that relate to remuneration, job security, health and safety, social security and working hours amongst others. The NICN in *Mix & Bake v. National Union of Food, Beverages and Tobacco Employees*<sup>11</sup>, on the meaning of unfair labour practice, stated that “for an act or practice of an employer to amount to unfair labour practice, it must be established that the practice does not conform with best practice in labour circles as may be enjoined by local and international

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<sup>10</sup> Section 254C (f) of 1999 Constitution of the Federal Republic of Nigeria (Third Alteration) Act, 2010.

<sup>11</sup> [2004] 1 N.L.L.R. (Pt. 2) 247 at 282-283, Paras. D-A.

experience.”<sup>12</sup> Unfair labour practice is an assault on the dignity of human person of an employee. The practices that amount to unfair labour practices, such as unilateral alteration of the terms and conditions of employment by the employer to the disadvantage of the employee, indefinite suspension without pay, forced resignation, commercialisation of labour, etc., are all acts that undermine the dignity of the human person of the employee, which is guaranteed by virtue of section 34 of the 1999 CFRN.

Several actions or omissions of an employer towards the employee would also amount to unfair labour practice. Where an employer surreptitiously denies an employee rights and privileges that should accrue to him, it is an unfair labour practice. For instance, the right to freedom of association which entails voluntary membership of trade unions recognised under section 12 of the Trade Union Act and section 35 of the 1999, is being denied some employees by the employers. This is so, when an employer disallows formation or existence of trade union in its workplace. Maternity leave is a basic labour right that inure to female employees. Where an employer refuses or abridges the period of maternity or terminates the employment of an employee on account of pregnancy, it is an unfair labour practice. Where an unmarried female employee is refused maternity on account of the fact that she is unmarried, which is discriminatory, it would be considered as an unfair labour practice because, using discriminatory criteria to disqualify an employee from an entitlement, is unfair labour practice because, same does not accord with reason, left let alone, global best practices.<sup>13</sup>

### **NICN STRIDES TOWARDS CURBING FORCED RESIGNATION IN NIGERIA**

As stated above, the NICN is clothed with exclusive original civil jurisdiction over unfair labour practices which is one of the objects of its exclusive jurisdiction over labour and ancillary matters, pursuant to section 254C (1) (f) of the 1999 CFRN (Third Alteration) Act, 2010. In fact, the section is the only statutory provision with an express mention of unfair labour practice in Nigeria. Akintayo and Eyongndi<sup>14</sup> have opined that the NICN has evolved through a tumultuous journey to attain the status of a Superior Court of Record under the 1999 CFRN

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<sup>12</sup> See also *MPWUN v. Alzico Ltd.* [2010] 18 N.L.L.R. (Pt. 49) 69; *Aluminium Manufacturing Co. Nig. Ltd. v. Volkswagen Nig. Ltd.* [2010] 21 N.L.L.R. (Pt. 60) 428; *First Bank of Nigeria Plc. v. Associated Motors* [1998] 10 NWLR (Pt. 570) 441.

<sup>13</sup> Kemisola B Akanle, ‘Unfair Labour Practices in Industrial Relations and the Role of the National Industrial Court’ (2015), 1(3) *Afe Babalola University Law Journal*, 63.

<sup>14</sup> John O.A. Akintayo and David T Eyongndi, ‘The Supreme Court of Nigeria Decision in *Skye Bank Ltd. v. Victor Iwu: Matters Arising*’ (2018) 8(4) *The Gravitas Review of Business and Property Law*, 109-110.

(Third Alteration) Act, 2010. Since the enhancement and fortification of its jurisdictional status, Akeredolu and Eyongndi<sup>15</sup> have opined that the NICN has engaged in progressive labour adjudication in which it has revolutionalised the frontiers of Nigeria’s labour jurisprudence by striking down several archaic common law doctrines and has engaged in employees’ protectionist activism. Eyongndi and Oyagiri<sup>16</sup>, in examining the progressive stance of the NICN’s adjudicatory activism, noted that the Court has shrunk and/or abolished several obsolete and obnoxious common law doctrines, which have worked unbearable hardship on employees. They cited the case of termination of a servant’s employment by the master, which at common law, the employer is entitled to do for any reason (good or bad) or no reason at all.<sup>17</sup> However, recognising the repressiveness and objectionable nature of this position, the NICN has held that while the employer is at liberty to terminate the employment of his employee, it cannot be for just any reason or for no reason at all, but for justifiable reasons as was held in *Petroleum and Natural Gas Staff Association of Nigeria v. Schumberger Anadrill Nigeria Ltd.*<sup>18</sup> and reiterated in *Mr. Ebere Onyekachi Aloysius v. Diamond Bank Plc.*<sup>19</sup>

As expected, the NICN has not countenanced the obnoxious practice of forced resignation in Nigeria and has rightly frowned at it; describing same as an unfair labour practice. A review of some of its decisions on the matter will suffice. Thus, in *Mrs. Mojisola Pitan v. Union Bank for Africa*<sup>20</sup>, the facts of which are that the Claimant was employed as a Receptionist on 1<sup>st</sup> of February, 1982 and rose to the rank of senior Banking Officer with the Bank. In 2009, she was selected as the most valuable performing staff. In 2015, she was asked to proceed on suspension as a result of a transaction that was carried out on a customer’s account. Having worked for thirty-three years and left with two years to retire from the respondent’s employ in 2015, she was advised to resign by one of her colleagues who had supervisory powers over her, stating that it was the desire of the Respondent’s Management. Her resignation was accepted by the

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<sup>15</sup> Alero E Akeredolu, and David T Eyongndi, “Jurisdiction of the National Industrial Court under the Nigerian Constitution Third Alteration Act and Selected Statutes: Any Usurpation?” (2019) 10(1) The Gravitas Review of Business and Property Law, University of Lagos 1-16.

<sup>16</sup> Eyongndi and Oyagiri (note 9).

<sup>17</sup> *Chukwuma v. Shell Petroleum Development Company* [1993] 4 NWLR (Pt. 298) 512; *Olanrewaju v Afribank Nig. Plc.* [2001] 13 NWLR (Pt. 731) 691 at 705; *Benue Cement Company Plc. v. Peter Asom Ager & Anor.* [2010] 21 NLLR (Pt.59) 256 at 273 Paras. B-C.

<sup>18</sup> [2008] 11 NLLR (Pt. 29) 164.

<sup>19</sup> [2015] 58 NLLR (Pt. 199) 92.

<sup>20</sup> *Mrs. Mojisola Pitan v. Union Bank for Africa* Unreported Suit No. NICN/LA/314/2016 Judgment delivered on the 20<sup>th</sup> day of March, 2019 by Gwandu J.

Respondent despite the fact that the Staff Handbook provides that an employee under disciplinary action will not be allowed to resign. She claimed that she was forced to resign from the Respondent's employment so as to frustrate her from receiving her entitlements at retirement including the Most Valuable Performer (MVP) award, which has pecuniary benefits. Based on previous cases which the respondent had compelled its employees to resign forcefully, the claimant urged the court to take notice of the fact. She therefore urged the Court to declare her resignation as forceful resignation and award damages.

The defendant argued that it did not force the claimant to resign her employ as her resignation was voluntary. She was directed to go on suspension and instead of suspension, she tendered her resignation letter which was accepted. It contended that having resigned voluntarily, the claimant would validly make any claim against it for forceful discharge or removal and she is not entitled to any of the claims sought.

The court found that the Claimant tendered a letter written on 17<sup>th</sup> November, 2015, but dated 13<sup>th</sup> November, 2015 and an email shown to the Claimant by the AOM, Mr. Adeyinka Adigun dated 13<sup>th</sup> November, 2015. The Defendant's defence that the Claimant resigned on 13<sup>th</sup> November, 2015 was not tenable. On the said date, evidence shows that the Claimant was asked to proceed on suspension. Without any enquiry, query or fair hearing, the Defendant exited the Claimant from its employment. Counsel argued further that the email dated 13<sup>th</sup> November, 2015 was titled, "Notice of Disengagement". In an attempt to cover up this unceremonious termination of the Claimant's employment, the Defendant tried to use Mr. Adeyinka and Yuonne (its staff) to get the Claimant to resign. They were unsuccessful and as at 17<sup>th</sup> November, 2015, Mr. Adeyinka sent an email to say the Claimant was stalling.<sup>21</sup> After reviewing the evidence tendered by the parties, the Court posed this question:

Now can any reasonable person hold that the Claimant was sufficiently coerced into resigning her employment with the Bank? The answer is yes, first the Claimant was directed to proceed on suspension and then in the same period she got repeated calls from an Area Operations Manager who purportedly advised her to resign, that to my mind is reasonable proof that the Claimant was pressured into resigning her appointment with the Bank, in such a situation the purported

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<sup>21</sup> Mrs. Mojisola Pitan v. Union Bank for Africa Unreported Suit No. NICN/LA/314/2016 Judgment delivered on the 20<sup>th</sup> day of March, 2019 by Gwandu J. **at 9.**

advice carries an implied threat to the Claimant who was vulnerable at that time, more so, the Defendants staff handbook specifically states that where an employee is on suspension his/her resignation will not be accepted nor process their entitlements, what then was special about the Claimant that all procedures for investigation and termination was set aside and her resignation accepted without due process being followed? In light of the aforementioned circumstances, I hereby hold that the Claimant was coerced into resigning from her employment with the Defendant Bank.<sup>22</sup>

Having made this finding, the Court awarded the claimant damages on the loss of expectation interest which she would have been entitled to if she had retired after working for thirty-five years.

Also, in *Ebere Ukoji v. Standard Alliance Life Assurance Co. Ltd.*<sup>23</sup> the brief facts of which are that the claimant was a former employee of the defendant who was employed vide a letter dated 6<sup>th</sup> June, 2011. She alleged that on the 1<sup>st</sup> day of November, 2011, he was informed by two of the defendants' staff through email, that she was spreading rumours of sexual escapades between Mrs. Benny Okolieocha (The Assistant General Manager) and her driver by name Mr. Oluyinka Fowokan. She was queried and directed to respond to the allegation of character assignation of Mrs. Benny Okolieocha. She responded to the query vide a letter dated 3<sup>rd</sup> day of November, 2011, wherein she denied the allegation in its entirety. Pursuant to her response, the defendant set up an investigation committee to investigate the allegation. The Committee summoned Mr. Oluyinka Fowokan and herself only. During the interrogation, one of the Committee members coerced her to either resign her appointment or she will be sacked. Some members of the committee were also mentioned in the email as culprits of the scandalous sexual escapes for which she was being investigated. Based on the threat, she resigned her employment before the committee could complete its job and brought an action contending that her resignation was forced and wrongful therefore entitling her to damages for the financial loss she has suffered, disruption of her career, professional reputation damage, stress, trauma and ridicule.

The defendant argued that she was not forced to resign, but her resignation was voluntary, neither it nor any of its staff pressurised the claimant to resign her employment. In her

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<sup>22</sup> Ibid at 11.

<sup>23</sup> *Ebere Ukoji v. Standard Alliance Life Assurance Co. Ltd.* [2014] 47 NLLR (Pt. 154) 531.

resignation letter, she expressed profuse gratitude to the defendant and was subsequently paid all her entitlements as expected.

The NICN accepted the evidence of the claimant as presented, that based on the composition of the investigation committee, the procedure adopted by the committee, the persons invited in order to unravel the source of the mysterious email, she was forced to resign her employment as the attitude of the defendant had become intolerable.<sup>24</sup> Thus, her resignation was instigated by the various intolerable acts of the defendant through its staff. The court noted that “where resignation of appointment by an employee has been found not truly voluntary, it is in effect a termination of appointment. In the instant case, the involuntary resignation of the claimant is in effect, a termination.”<sup>25</sup> The court therefore awarded her damages for wrongful termination via involuntary resignation.<sup>26</sup>

In *Issey Celestina Akintolu-Ojo v. United Bank for Africa*<sup>27</sup> the claimant joined the employment of the respondent on the 4<sup>th</sup> day of November, 1999 and served in various departments and units and was last promoted in 2006 as Business Manager. In that capacity, she served the defendant meritoriously until the 29<sup>th</sup> day of July, 2011, when she was forced to resign her appointment without any reason being given by the defendant. Prior to her resignation, she was invited to the defendant’s Regional Head Office, and was informed by the Regional Director, that the defendant’s management has directed that she resigns her appointment or be queried. She avowed that she was taken aback at the revelation as at the time she had performed credibly well as to be receiving commendation and not being compelled to resign from her employment. She further pleaded that before she was directed to resign, the defendant had seized her April salary, denied her access to her account with it, despite not being involved in any fraudulent activity but had just won the NDDC Contract for the defendant. She further averred that sometime in 2010, based on undue harassment, victimisation and threats from the Regional Head and Deputy Managing Director, she tendered her resignation but same was rejected due to her dedication, integrity, diligence, loyalty, resourcefulness and unbroken track record of excellent service delivery. Over the period, she had invested immeasurably financially and otherwise with the defendant. After her voluntary retirement, despite several requests, the

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<sup>24</sup> Ibid. at 561-562, Paras. H-G, 563, Paras. A-H.

<sup>25</sup> *Ebere Ukoji v. Standard Alliance Life Assurance Co. Ltd.* at 556, Paras. B-C.

<sup>26</sup> Ibid. at 566 at Para. H.

<sup>27</sup> Unreported Suit No. NICN/LA/497/2012 Judgment delivered 1<sup>st</sup> February 2016.



defendant has refused to avail her the information on the computation of her severance pay. At no point in the course of her employment did she have any issues with her colleagues or anyone to have warranted being treated the way she, was by her superiors who had constantly put her under pressure. She prayed the court to grant her damages for the suffering meted to her by the defendant, which has injured her reputation and career prospects. The action of the defendant has wrongly interfered with her right to work as she has about fifteen years ahead to work before retirement which has been disrupted.

The defendant contended that the claimant resigned voluntarily, it never forced her to resign her employment and she is not entitled to any relief. The court reviewed the facts as presented by the parties and held that the act of the defendant in sending its staff to orally direct the claimant to resign her employment or be issued a query, is an obvious case of constructive dismissal. The directive of the defendant conveyed by the Regional Director, was an unwarranted act of harassment and humiliation of the defendant. Based on the evidence, the reasonable and unimpeachable conclusion to reach, was that the defendant forced the claimant to resign from its employment by its several intolerable actions perpetuated by its *alter egos*. The act was brazen demonstration of naked power and humiliation of an employee, contrary to the express provisions of section 34(1) (a) of the 1999 Constitution, which guarantees the dignity of human person of the claimant even at her workplace. The court therefore awarded her damages for wrongful termination of her employment without notice, damages for the humiliation she suffered due to the defendant's action of forcing her resign her employment and its concomitant negative impression. But the court refused to grant her damages for loss of income for the remaining fifteen years that she would have worked but not for the forced resignation at the instance of the defendant.

Another instance the NICN has adjudicated on the issue of forced resignation is in *Modilim v. United Bank for Africa*.<sup>28</sup> The claimant herein was employed by the defendant as a Deputy General Manager under the condition that he will be made the General Manager upon confirmation of his appointment, which was subject to the condition that the claimant will meet certain targets in the performance of the employment contract during six months probationary period. The Claimant worked industriously, fulfilling the stated conditions for the confirmation of his employment and same was accordingly confirmed via a letter dated 27<sup>th</sup> August 2008 but

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<sup>28</sup> Unreported Suit No: NICN/LA/353/2012 Judgment delivered on the 19<sup>th</sup> June, 2014.

effective from 5<sup>th</sup> August, 2008. After confirmation of his employment, the defendant continued to pay the claimant the salary meant for the Deputy General Manager for the twenty months he worked post confirmation, despite several demands and reminders, that his employment status be reviewed in accordance with the terms and conditions of employment between them. As the defendant failed to give the claimant the appurtenances of the office of the General Manager as it ought to. The claimant persisted in demanding for the review of his employment in accordance with the contract but, the defendant was adamant and through the Head of the human resources, compelled the claimant to resign his employment. Following the overbearing and intolerable attitude of the defendant, the claimant was forced to resign his employment. He thereafter instituted this suit, contending that the failure of the defendant to review his employment and emolument in accordance with the contract between them and its directive to him through the Human Resources Manager, forced him to resign his employment. He sought for general and special damages. The defendant argued that the resignation of the claimant was not instigated by it but same was voluntary.

After a review of the case as presented by the parties, the NICN came to the conclusion that the claimant's resignation was involuntary, same was based on the persistent refusal of the defendant to abide by the terms and conditions between them and the act of demanding the claimant to resign by the defendant's officer, shows that his subsequent resignation was forced. The court therefore granted the claim for general and special damages based on the defendant's action, which had become intolerable to the claimant.

## **THE SOCIO-ECONOMIC EFFECTS OF FORCED RESIGNATION ON EMPLOYMENT RELATIONS IN NIGERIA**

Before the socio-economic effects of forced resignation is examined, it is pertinent to state that employers often resort to the practice as a means to avoiding paying entitlements that would otherwise, have accrued to an employee. Such accrued rights/privileges, like lump sum reward or a percentage of the employee's gross remuneration, etc. is usually special and may be financially burdensome on the employer. No doubt, from the discussions above, it is crystal clear that forced resignation is antithetical to decent employment and security of employment. The legitimate expectation of every employee, especially in an indefinite employment contract is that, he/she, will be employed until the contract is brought to an end in accordance with its

terms and conditions by either of the parties or upon attainment of the age of retirement. The abrupt and disruptive termination of employment via forced resignation, inflicts several negative consequences on the employee and the society at large. Based on the cases examined above, the employees whose employment were abruptly terminated through forced resignation, had complaints of loss of interest expectation, emotional trauma, exposure to ridicule, disruption of career growth, etc., for which the NICN in deserving cases, awarded damages.<sup>29</sup> Pursuant to Section 17(3) (a) of the 1999 CFRN, the State is mandated to direct its policy in order to promote its social objectives by ensuring adequate opportunity to secure suitable employment, good working conditions and ensuring that the health, safety, and welfare of all persons in employment are safeguarded and not endangered or abused and equal pay is made for equal work, without discrimination. These provisions though not justiciable by section 6(6), could, by Section 254C of the same Constitution be enforced. Forced resignation by its characteristic nature, is a violent violation of the above objectives. It refuses people the opportunity of secured employment in a labour environment that is highly saturated with unemployment and underemployment. Whenever an employee is compelled to resign his/her employment by the employer, it is an unnecessary and avoidable addition to the number of unemployed in the society.

Forced resignation does not negatively impact only the concerned employee. The society even the employer is affected. Where an employer has an established reputation for such practice, it could affect the commitment of its employees, which can negatively affect its fortunes, especially financially. Employees who may become apprehensive of being forced to resign, could indulge in financial malpractices as a security against the rainy days, which can affect the employer's business beyond imagination. Such an employer may not attract the best of employees because of the apprehension of being used and dumped.

Forced resignation is capable of increasing the number of unemployed persons thereby raising an army of unemployed citizens who are financially incapacitated to contribute significantly to the growth of the economy. Government generates revenue from taxes paid by those that are employed hence, where an employ deploys the tactics of forced resignation, there is loss of revenue by the government. When a person is employed, the benefits transcend the employee

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<sup>29</sup> Mrs. Issey Celestina Akinlolu-Olo v. United Bank for Africa Unreported Suit No. NICN/LA/497/2021 Judgment delivered on the 1<sup>st</sup> day of February, 2016.

to his dependants who rely on him or her for their sustenance. It is therefore imperative for an employee to have the guarantee that his/her employment is secured, so long as there is no wrongdoing that would warrant the determination of the employment. The prosperity of the nations is directly proportional to that of the citizens. Work is an integral aspect of human life and same should not be taken away arbitrarily.

It is instructive to note that the NICN has expanded the award of damages beyond the traditional tenets of damages to such damage as reputation damage, loss of expected income, disruption of career progression, emotional and psychological trauma, etc., which are usually suffered by an employee whose employment is determined via forced resignation. This category of injuries, could be more devastating than the traditional injury. There is no gainsaying that at present, there is an unprecedented high level of unemployment and any act that tends to threaten security of employment, must be curbed and the NICN is doing so admirably.

## **CONCLUSION AND RECOMMENDATIONS**

From the analysis above, it is clear that some employers resort to forced resignation to unscrupulously absolve themselves from being responsible to an employee who otherwise, would be entitled to certain special damages as a cost saving mechanic. This practice qualifies as an unfair labour practice and has negative socio-economic effects on the employee, employer and the society at large. The practice is pervasive within the banking and financial sector and certain banks, have acquired unenviable notoriety, as far as the practice is concerned. The practice runs foul of decent employment practice and is an aberration to the social objectives of the Government as enshrined in section 17 of the 1999 CFRN. The NICN as a specialised Court, in its adjudicatory functions, has frowned against the practice by awarding damages to aggrieved employees who have been victims of the practice.

Based on the above, it is recommended that trade unions and employees' association, resist the practice of forced resignation where an employer seeks to indulge in same. The NICN in its bid to stem this ugly tide should, where an employee establishes a case of forced resignation against an employee, award punitive damages to serve as deterrence. In the event that such decisions are appealed, the Court of Appeal which is the final court to which appeals from the NICN lies,

should uphold the decision of the NICN because they are welcome development in our industrial jurisprudence.