

IN THE HIGH COURT OF SIERRA LEONE
(INDUSTRIAL COURT DIVISION)
TRADE DISPUTE

BETWEEN:

IBRAHIM KENNEH MONYA
 2 HILL CUT ROAD
 CAR WASH
 FREETOWN.

- PLAINTIFF

AND

JIM & K. AGRICULTURAL BUSINESS SOLUTIONS
 NO. 29 DUNDAS STREET
 FREETOWN.

- DEFENDANT

BEFORE THE HON. MR. JUSTICE JOHN BOSCO ALLIEU, J.A.

JUDGMENT DATED THE 8 DAY OF June 2023.

COUNSEL:

H.D. TIMBO ESQ - FOR THE PLAINTIFF
 M.J.L. SESAY ESQ - FOR THE DEFENDANT

JUDGMENT

I

This matter was referred to this Hon. Court by The Ministry of Labour and Social Security at the instance of the Plaintiff who claims from the Defendant the total sum of NLe56,303,636 (fifty six thousand, three hundred and three New Leones, six hundred and thirty six cents) being Entitlements for:

- (a) End of Service benefits – NLe1,163/636 {one thousand, one hundred and sixty three New Leones, six hundred and thirty six cents}
- (b) Annual Leave rate - NLe1,600 {one thousand six hundred New Leones}
- (c) Leave allowance - NLe700 (seven hundred New Leones)
- Total - NLe3,463/636 {three thousand, four hundred and sixty three New Leones, six hundred and thirty six cents}

Plus short payment (NLe4,080 – NLe2,000)

NLe2,080 x 18 months – NLe32,440 {thirty two thousand four hundred and fourty New Leones}

Outstanding salary 6 months

NLe4,080 x 6 months – NLe24,480 {twenty four thousand, four hundred and eighty New Leones}

TOTAL – NLe60,383/636 {sixty thousand, three hundred and eighty three New Leones, six hundred and thirty six cents}

Less one month salary in lieu of notice - NLe4,080 {four thousand and Eighty New Leones}
GRAND TOTAL – NLe56,303/636 {fifty six thousand, three hundred and three New Leones, six Hundred and thirty six cents}

II

The Plaintiff testified, inter alia, that he was employed by the Defendant on 1st January 2020. A Contract of Employment was signed to that effect which contained the breakdown of his salary. He was attached at Kambia and Port Loko Districts as an Agronomer and a trainer. According to his Contract of Employment, his net salary was stated as NLe4,080 {four thousand and eighty New Leones} per month. He worked for the Defendant for a period of two (2) years; from 1st January 2020 to March 2022 when he resigned from the job.

The Plaintiff explained that he was not paid the amount of salary as stated in the employment contract. Rather, he was paid the sum of NLe2,000 (two thousand New Leones) for the period April 2020 to March 2021 and also from October 2021 to March 2022 when he resigned. When his salaries were not paid, he brought it to the attention of his employers, the Defendant, by correspondence dated 28th April 2021 captioned “Letter of Request for full payment of my salary and three months backlog”. But they did not get back to him.

The Plaintiff knew one Michael Hassan Kanara who is one of the shareholders of the Defendant’s company. He was also the Plaintiff’s direct supervisor. The Plaintiff was at his location in Port Loko and Kambia when the said Michael Hassan Kamara called him to come to Freetown. Before coming to Freetown, he had prepared a report detailing the challenges he is facing with the job such as fuel constraints, top up cards and equipments to train the trainees. All those logistics were supposed to be supplied by Hassan Michael Kamara but he didn’t.

The Defendants summoned a meeting at their 29 Dundas Street, Freetown office where the Plaintiff outlined his complaints. Whilst explaining the said Hassan Michael Kamara, his supervisor, suddenly got up and slapped him on the head accusing him of not saying the truth. He had wanted to report the matter to the Police but the Managing Director of the Defendant’s company, Mr. Kamanda Tommy and his Acting Mr. John Allieu Lahai, prevailed on him not to report the matter to the Police. They promised to deal with the assault on his person by Hassan Michael Kamara, internally, whereupon he returned to his station at Kambia and Port Loko.

The challenges he faced in his work and which he had outlined to the Defendants were not addressed and therefore he resigned from the job. It was on 16th March 2022. He reported the matter at the Ministry of Labour and Social Security that he wanted his benefits to be paid to him. The officials of the Ministry of Labour and Social Security invited both the Defendant and himself to a meeting at their offices, New England, Freetown and they attended.

The Defendants agreed to pay his Benefits and all other emoluments due him. The officials of the Ministry of Labour and Social Security calculated and computed all his emoluments which they handed over to the Defendant. The total sum amounted to about NLe56,000 {fifty six thousand New Leones} but the Defendant still refused to pay same whereupon the officials of the Ministry of Labour and Social Security forwarded the matter to this Hon. Court.

III

Osman Kargbo, a Labour Officer attached at the Ministry of Labour and Social Security, testified as a witness for the Plaintiff.

He knew the Plaintiff in this case when a complaint was referred to their offices at New England, Freetown, by the Anti Corruption Commission (A.C.C.)

He knew the Defendant during a reconciliation meeting held in their offices, New England, Freetown, in which the respected parties in this matter attended.

At the conclusion of the meeting, the Defendant agreed to pay the Plaintiff all his entitlements. The Plaintiff's computations of his end of service benefits was forwarded to the Defendant requiring him to pay same to the Plaintiff within 7 (seven) working days from receipt thereof. The total sum, according to the computations, amounted to NLe56,303 {fifty six thousand, three hundred and three New Leones}.

He is aware of a correspondence dated 21st June 2022 from the Defendant consenting to pay the Plaintiff his entitlements but to the best of his knowledge, the money has not been paid to the Plaintiff.

On 10th June 2022, the Defendant in a correspondence, requested for clarifications in respect of the computations and on 14th June 2022, a correspondence was sent by the Ministry of Labour and Social Security to the Defendant whereby the requested clarifications were made.

In a correspondence dated 21st June 2022, the Defendant wrote to the Ministry of Labour and Social Security that they will make the payments to the Plaintiff depending on the availability of funds. This was communicated to the Plaintiff who replied that since there is no time frame stated by the Defendant to pay the monies due him, he would prefer the matter to be sent to the Industrial Courts.

Based on the above, the Commissioner of Labour advised that since the matter relates to Labour rights and issues, then it would be fit and proper to forward same to the Industrial Courts.

All the relevant documents were assembled and sent to this Hon. Court for adjudication.

IV

At the end of the respective testimonies of the Plaintiff and the Labour Officer, Counsel for the Defendant willfully failed and or rejected to Cross Examine the said witness due to his unavailability. He was also unavailable to put forward his Defence for and on behalf of the Defendants, his clients.

This was so despite several Court Notices served on Solicitor for the Defendant all backed with Affidavits of Service requiring him to attend before this Hon. Court but all to no avail.

According to the Court records a total of 7 (seven) Court Notices were served on the Defendants and their solicitors but all were treated with levity.

Also contained in this file are 5 (five) Affidavits of service dated as follows:

23rd February 2023

6th March 2023

23rd March 2023

3rd April 2023

4th May 2023.

V

Based on the above, I had no option but to withdraw the file for Judgment.

And I hereby find for the Plaintiff and ORDER as follows:

1. That the Plaintiff do recover from the Defendant the total sum of NLe56,303/636 {fifty six thousand, three hundred and three New Leones, six Hundred and thirty six cents} being his lawful entitlements, the detailed breakdown as contained in paragraph 1 of this Judgment.
2. That Costs be awarded to the Plaintiff by the Defendant in the sum of NLe 15,000/00 (fifteen thousand New Leones).



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HON. JUSTICE JOHN BOSCO ALLIEU, J.A.