IN THE HIGH COURT OF SIERRA LEONE

LAW COURTS BUILDING

SIAKA STEVENS STREET

ISS. 33/21 2021 L NO. 1

(INDUSTRIAL AND SOCIAL SECURITY DIVISION)

BETWEEN:

SULAIMAN DAUDA LUMEH - PLAINTIFF

AND

STANDARD CHARTERED BANK

SIERRA LEONE LIMITED - 1st DEFENDANT

9-11 LIGHTFOOT BOSTON STREET, FREETOWN.

STANDARD CHARTERED BANK PLC

1 BASINGHALL AVENUE, LONDON

EC2V 5DD, UNITED KINGDOM - 2ND DEFENDANT

RANSFORD JOHNSON ESQ. for the 2ND DEFENDANT/ APPLICANT

OSMAN JALLOH ESQ. for the PLAINTIFF/ RESPONDENT

RULING DELIVERED BY THE HON.MR. JUSTICE SENGU M KOROMA JSC

JUDGMENT DELIVERED BY THE HON.MR. JUSTICE SENGU M. KOROMA JSC ON 9th MARCH, 2022

1. This is an application by way of Notice of Motion dated the 15th July, 2021 seeking the following Orders: -

1). That the name of the above-named 2nd Defendant/Applicant "Standard Chartered Bank P/C (The Group)" and/or Standard Chartered Bank Group Plc." in this matter be struck out from the concurrent Writ of Summons and all subsequent proceedings herein on the grounds that the 2nd Defendant/ Applicant has been improperly or unnecessarily made a party in this matter.

2). That this Honourable Court makes any further or other Orders as may be necessary in this application.

3). That the Costs of this application be borne by the Plaintiff/ Respondent.

2. At the hearing of this application, the 2nd Defendant/Applicant uses the affidavit of Ransford Johnson sworn to on the 15th July, 2021.

3. The affidavit in support contains the following averments relevant to this application:

(i) That I am informed by Judy Nyaga, the Regional Head, Corporate Governance Africa and Middle East for Standard Chartered Bank and verily believe that there is no Company within the Standard Chartered Group called "Standard Chartered Bank plc. (The Group)" or "Standard Chartered Bank Group Plc" as stated in the concurrent Writ of Summons.

(ii) That I am informed by Judy Nyaga the Regional Head, Corporate Governance Africa and Middle East and verily believe there are two companies within the said Group Structure called "Standard Chartered Plc" and "Standard Chartered Bank".

(iii) That "Standard Chartered Plc" is an operating company of the Group and indirect subsidiary of Standard Chartered Plc" which is the ultimate parent public liability company of the Group. Both "Standard Chartered Bank" and Standard Chartered Plc" are Foreign Companies Headquartered in London, England. The structure chart showing the Shareholding structure between the 1st Defendant up to Standard Chartered Bank and Standard Chartered Plc is produced and marked Exhibit "F".

(iv) That neither "Standard Chartered Bank" nor "Standard Chartered Plc" is the immediate parent company of the 1st Defendant. "Standard Chartered Bank" and "Standard Chartered Plc" are the majority indirect ultimate shareholders of the 1st defendant as shown in Exhibit "D'.

(v) That neither "Standard Chartered Bank" nor "Standard Chartered Plc" or any member of the "Standard Chartered Group other than the 1st Defendant is the employer of the Plaintiff. A copy of the Plaintiff's termination letter is now produced and marked "G".

(vi) That it is my humble submission that neither "Standard Chartered Bank" nor "Standard Chartered Plc" is a proper or necessary party to this action and should be struck out as a party to the action.

4. Mr. Ransford Johnson also swears to a supplemental affidavit on the 27th July, 2021. In the said affidavit, he clarifies that the employment contract of Ibrahim Bah was produced as Exhibit "E" instead of the Plaintiff herein.

5. Mr. Johnson for the Applicant relies on the contents of both the principal and supplemental affidavits and makes this application pursuant to Order 18 Rule 6(2)(a) of the High Court Rules, 2007.

6. Mr. Johnson bases his submission on two limbs: That in any cause or matter, only persons who are proper and necessary for the purpose of determining the real issue should be made parties to such cause or matter and secondly even if the court is to make a determination as to who has been sued as second Defendant, that person should still be struck-off the concurrent Writ because neither Standard Chartered Bank nor "Standard Chartered Plc" has any contractual or employment nexus with the Plaintiff.

7. In support of the submission on the first limb, Mr. Johnson refers the Court to the SUPREME COURT PRACTICE 1999 Vol. 1 page 220, 3rd paragraph which flows from explanatory note of the English Order 15 Rule 6(2) which is 'ipsisima verba' Order 18 Rule 6 of the High Court Rules 2007. He argues that on the face of exhibit "B", the concurrent writ, the claims of the Plaintiff against Defendants it is not clear as to who has been sued as 2nd Defendant. In addition to this, Mr. Johnson argues that whosoever the Plaintiff intends to be the 2nd Defendant is an improper and an unnecessary party to this action. He invites the Court to look at Exhibit "F" and submits that there is no company shown on that chart which is called "Standard Chartered Bank Plc". Also, there is no company on that chart which shows "Standard Chartered Bank Group Plc".

8. Mr. Johnson refers the court to paragraph 8 of the principal affidavit in support and submits that "Standard Chartered Bank" is the operating company of the group. "Standard Chartered Plc" is the ultimate parent public company of the "Standard Chartered Group" and both are foreign Companies headquartered in London, England. Neither of them is the immediate majority parent company of the 1st Defendant. He argues that this is not the case of a mere misnomer which can be cured by a simple amendment. In support of this, he refers to two Sierra Leonean authorities. Viz. **Mobil (SL) OIL LTD –V- TEXACO AFRICA LTD and UNITED AFRICA COMPANY (1964-66) ALR at 133 and BASMA-V-NEW INDIA** ASSURANCE CO. (1964-66 LR SL at 186.

Mr. Johnson submits that these decisions, laid the test as to whether a mistake of the name of a person as stated on the Writ of Summons was a mere misnomer or whether it was a case of identity. The test which the Learned Justices made in those decisions was first laid down by DEVLIN LJ in DAVIS-V-ELLESBY BROS LTD (1961) I WLR at page 176. On the strength of this test, Mr. Johnson urges this Court to strike out the 2nd Defendant.

9. On the second limb of the objection, Mr. Johnson submits that even if this Court were to make a determination as to who has been sued as second Defendant, that Defendant should still be struck-off because neither Standard Chartered Bank (SCB) nor Standard Chartered Plc has any contractual or employment nexus with the Plaintiff. He refers to Exhibit "E" and submits that the Employment contract dated 23rd may, 2007 was between the Plaintiff and the 1st Defendant. There was no reference to the 2nd Defendant. Mr. Johnson further refers to Exhibit "G" - Letter of termination dated 5th February, 2021 which emanated from the 1st defendant and not the second. He concludes on this point by submitting that the 2nd Defendant was a mere shareholder and the principle laid down on in **SALOMON –V- A. SALOMON &CO. LTD (1897) AC P 22** applies.

10. In conclusion, Mr. Johnson emphasises that there is no basis for the 2nd Defendant to be added as party to the concurrent Writ of Summons. He relies for this submission on the English Case of **EVANS CONSTRUCTION CO. LTD-V-CHARRINGTION & CO LTD & ANOR. (1983) Q.B. D at page 180** particularly the diction of **WALLER LJ**

11. Osman Jalloh Esq., Counsel for Plaintiff/ Respondent opposes the application and has filed an affidavit in opposition sworn to on the 21st July, 2021 to which is attached exhibits, "A" to "S". There is also a supplemental affidavit sworn to on the 11th August, 2021.

The affidavit in opposition contains the following averments relevant to this application:

1). That I am a Sierra Leonean who has worked for the Defendants for more than 13 years of my professional life until everything came to an abrupt halt on the 5th February, 2021 when I was released from the position I held as the Chief Operation Officer of the 1st Defendant. I was working with and in close collaboration with the 2nd Defendant Standard Chartered Plc (The Group) under the rules regulations and obligations of the later. A copy of the letter of dismissal is attached on Exhibit "A".

2). That pursuant to my employment contract and the term Employment with the Defendants, the latter owe me a duty of care to act fairly, consistently and in a transparent manner. The said contract is exhibited as exhibit "B".

3). That the 2nd Defendant routinely issues mandatory polices and Standards intended to apply throughout the Group.

4). That on my appointment as Chief Operating Officer, I reported directly to the Cluster Chief Operating Officer, West Africa, Sheikh Jobe through the management arrangement with the 2nd Defendant. Document to the effect is now Exhibited and marked Exhibit "C".

5). That my annual variable compensation (bonus) appraisal/ rating, promotion and salary are all determined through my Direct Line Manager, the said Sheikh Jobe.

6). That the subject payments were executed by the 2nd Defendant through the 2nd Defendants' payment processing systems including approvals out of Sierra Leone with no intervention or action on my part.

7). That I was invited to an investigation on the matter by the Special Investigation Service (SIS) team that gave rise to a disciplinary hearing under a System put in place by the 2nd Defendant with no direct involvement by the 1st

Defendant.

8). That I was notified and invited to the disciplinary meeting by the 2nd Defendant through Edward Ansah, Head of Employee Relations, West Africa Standard Chartered. A copy of a document to the effect is now exhibited and marked "D".

9). That the 2nd Defendant controls or shares control of the material operations of the 1st Defendant-viz, Management and Operations of the latter. Copies of documents to the effect are now exhibited and marked "E", "F", "G", "H" and "J' respectively.

10.) That by email correspondence dated and received by myself on 4th March, 2021 from the 2nd Defendants, Africa and Middle East, Mirna Al Najjar, I was notified that my appeal against dismissal has been a rejected in |Exhibit "L".

11) That by correspondence dated 11th March, 2021 from the Head of Human Resources of the 1st Defendant, a hard copy of the contents of the mail from the 2nd Defendant's Mirna Al Najjar was reproduced and formally sent out to me Exhibit "M".

12.) That I verily believe that I was not dismissed by the 1st Defendant but by the 2nd Defendant and the same goes for the dismissal of my appeal: the 1st Defendant was merely a conduit to convey the same to me.

13.) That I verily believe that the 2nd Defendant carries out a thoroughgoing vertical organization of the Group's business **and so in Management terms carried on as a Single Commercial undertaking, with boundaries of legal personality** and ownership within the Group becoming irrelevant.

14.) That I note that the 2nd Defendant, "Standard Chartered Bank Plc" ought to have been described as "Standard Chartered

Plc", but the particulars of claim sufficiently inform that the intended 2nd Defendant is the parent group and Head of Standard Chartered Group of companies. The 2nd Defendant is no way prejudiced by the de minimis misdescription; I have been advised by my Solicitors and I verily believe that in the circumstances, this should not form a basis for the dismissal of any action against the 2nd Defendant.

15.) That the 1st Defendant is a majority owned subsidiary of the 2nd Defendant with significant control, holding 80.7 percent shares on the Capital Structure of the 1stDefendant as at 31st December, 2019. A copy of the 1st and 2nd Defendants shareholding structure are exhibited and marked Exhibits "R" and "S".

16.) That the 2nd Defendant executes the Group Business Strategy through its various interest Groups to include the 1st Defendant (majority owned subsidiary) that falls under the 2nd Defendant's Africa and Middle East Business jurisdiction.

12. In response to the first point raised by Counsel for the 2nd Defendant, Mr. Jalloh submits that the misdescription of the 2nd Defendant is a question of misnomer rather than identity. In order to determine who the intended party is, the Writ of Summons must be looked at holistically. He argues that it is clear from the Notice of Concurrent Writ – Exhibit "B" attached to the affidavit in opposition that the 2nd Defendant was intended to be "Standard Chartered Plc" (the ultimate Shareholder of the 1st Defendant). This is buttressed by Paragraph 4 of the said Exhibit "B" which sufficiently describes the party sued as 2nd Defendant.

13. Mr. Jalloh submits further that even the 1st Applicant was not sure of how to refer to its parent. He refers to paragraph 17 of Exhibit "E" attached to the affidavit in support under the rubric "Confidentiality" where in its employment offer, it referred to itself as "Standard Bank Plc (PLC"). In Exhibit "S" attached to was the

affidavit in opposition in "Annual Report of the 1st Defendant regarding the Financial Year 2019", the 1st Defendant while describing their Shareholding structure, they mentioned "Standard Chartered Bank Plc".

14. Mr. Jalloh concludes on this point by stating that without prejudice to his foregoing submissions, the provisions of Order 2(1) of the High Court Rules, 2007 and order 18 Rule 1 of same can be used to rectify the misnomer.

15. On the second objection canvassed by the Applicant, Mr. affidavit in support of the Notice of Motion and the affidavit in opposition of same, more particular paragraph 20 thereof there exits as between the Plaintiff and the 2nd Defendant, question, issues, matters reliefs and remedies connected with those that need to be determined between the Plaintiff and the 1st Defendant. In support of this submission, he refers to Order 18 Rule 6 (2) b (ii) of the High Court Rules 2007.

16. In answer to counsel for the 2nd Defendants regarding separate legal personality as established in the SALOMON CASE, Mr. Jalloh submits that principle is not bullet proof. In support of this, he refers the Court to the English cases of **DHN SISTRIBUTORS & ORS-V-LONDON BOROUGH OF HAMILET (1976) 3 All ER at 462 and SMITH, STONE & KNIGHT LTD-V-LORD MAYOR, ALDERMEN AND CITIZENS OF THE CITY OR BIRMINGHAM (1939) 4 All ER 116.**

17. He submits further that as deposed in paragraph 18 of the **affidavit in opposition, the way and manner in which the 2nd Defendant is organized is so vertical that the lines of separate** legal personality becomes redundant.

18. As regards the submission of Counsel for the 2nd Respondent that the claims of the Plaintiff rest solely on contract, Mr. Jalloh argues that there are also tortuous claims. He submitted that it can be gleaned from Exhibit "B" attached to the affidavit in support of the Application that the 2nd Defendant owes a

duty of care to the Plaintiff, and that duty have been breached which has occasioned an irreparable damage to the said Plaintiff which is not remote. Furthermore that the damage was reasonably foreseeable having regard to the proximate relationship between the parties.

19. Mr. Jalloh submits further that the test to be used in matter in which the claim is made not just against the subsidiary but its parent company, is whether that parent exercises supervisory powers, control or management of the subsidiary such control, supervision or management take the form of the parent issuing guidelines and standard to be applied by the subsidiary, the parent participating in the implementation of the guidelines issued out to the subsidiary by effecting trainings, by monitoring the implementation by the parent participating in the enforcement of standards and guidelines.

20. In support of this submission, Mr. Jalloh refers the Court to the English case of CHANDLER-V-KPLC (2012) 3 All ER 840; LUNGOWE & ORS-V-VENDANTA RESOURCES PLC & ANOR (201(UKSC 20; HRH EMERY GODWIN BEBE OKPABI & ORS-V-ROYAL DUTCH SHELL PLC& ORS (February, 2021) UKSC 3.

21. Mr. Jalloh refers to Exhibits "E", "F", "G", "H" and "J' attached to the affidavit in opposition and states that these are standards issued by the 2nd Defendant through its vertical organisation in regard to the running of the group of companies. He submits that the organisational structure of the 2nd Defendant is such that decisions are taken from a top bottom basis to the effect that the ultimate shareholder designs, implements, controls and supervises the operations of the entire Standard Chartered Group. He therefore disagrees with Counsel for the 2nd Applicant that these standards have been localised.

22. Mr. Jalloh refers further to the averments in the affidavit in opposition regarding the participation of Edward Ansah, Head of Employee Relations (West Africa) acting for and on behalf of standard Chartered Bank (SL) Limited by his letter to the Respondent dated 23rd November, 2020 under the reference

"Notification of Disciplinary Meeting". He also refers to an email correspondence of 4th March, 2021 from Irma Al Najjar, Head of Employee Relations Africa and Middle East, Standard Chartered Bank. This establishes the fact that the Plaintiff was not dismissed by the 1st Defendant but merely acted as conduct on behalf of the 2nd Defendant.

23. Mr. Jalloh refers further to Exhibits K1-6 which are email correspondences relating to the transaction that culminated in the dismissal of the Plaintiff. This shows that key personnel in the global network of the 2nd Defendant were involved.

24. In his closing submission, Mr. O. Jalloh refers to the Supplemental affidavit sworn to by the Plaintiff dated 11th August, 2021. I attached to the said affidavit are documents relating to the Operatives of the 2nd Defendant. These were Exhibited as "T1-6", "U1-7 and "V".

25. In his reply, Mr. Johnson relies on an affidavit in reply sworn to 27th day of July, 2021 and a supplemental affidavit sworn to on the 6th August, 2021.

26. In the affidavit in reply, the deponent on information received from Mariama Kamara, the Head of Human Resources of the 1st Defendant avers that the 1st Defendant was the exclusive employer of the Plaintiff. He exhibits a copy of the letter which provides details of the severance package of the 1st Defendant - Exhibit "H". This averment is confirmed by Yasser Shabbir, Senior Legal Officer, Employment Law of Standard Chartered Bank, Dubai International Financial Centre (DIFC) branch based in Dubai.

27. In the said paragraph 4, the deponent is informed by Yasser Shabbir that the Standard Chartered Group does issues policies procedures and Standards which are intended to have Global Group wide application and effect. However, prior to implementation, these policies, procedures and Standards are usually locialised with country management teams to ensure appropriate compliance with country laws and regulations.

28. In the case of Sheikh Jobe, the deponent avers in paragraphs 5 that it is common for multilateral organizations to have reporting structures where individuals in a particular jurisdiction report to someone of greater seniority outside of the jurisdiction at a cluster, regional or Group level.

29. The deponent further avers that the Plaintiff's deposition at paragraph 22 of his affidavit is not a minor misnomer or misdescription of Standard Chartered Plc. Both Standard Chartered Bank and Standard Chartered Plc have the same address.

30. The supplemental affidavit in reply exhibited the Defendants statement of Defence.

31. Having laid out the facts of this case as deposed in the respective affidavits, I shall now proceed to discuss the authorities cited by both Counsel with a view to determining the issues in dispute in this matter.

ISSUES FOR DETERMINATION

32. The first issue is whether the wrong description of the 2nd defendant is a mere misnomer or a mistake as to identity.

33. In the affidavit in support, the supplemental affidavit thereto affidavit in reply and oral submissions of Counsel, Mr. R. Johnson. Counsel for the 2nd Defendant argues that by describing the 2nd Defendant as: "Standard Chartered Bank Plc" (the Group) and not by its correct name, the identity of the said 2nd Defendant has become an issue. Counsel for the Respondent on other hand argues that it is mere misnomer.

34. In advancing his arguments, Counsel for the Applicant relies on the Sierra Leonean cases of **BASMA V NEW INDIA ASSURANCE COMPANY (1964 - 66) ALR S.L. 198 and MOBIL OIL SIERRA LEONE LIMITED V TEXACO AFRICA LIMITED AND UNITED AFRICA COMPANY (1964 -66) ALR S.L. 198.** He also refers to the English case of **EVANS CONTRUCTION & CO. LTD AND ANOTHER (1983) QBD at Page 810.**

35. Mr. Jalloh on the other hand argues that taking the writ of summons as a whole, there is no doubt as to who the 2nd Defendant is intended to be.

36. In the BASMA case, the Plaintiff brought an action against the Defendant during which the Defendant moved to set aside the writ of summons on the ground that in the title to the action, the Defendant, a Limited Company, was not described as "Limited". The Defendant applied to the Court to have the writ of summons set aside as it was not sued in its proper corporate name. The Plaintiff resisted the application on the ground that no confusion hard resulted from the misnomer. Marke J held as follows: -

37. After carefully considering all that has been argued by both solicitors, I have come to the conclusion that the omission of the word "Limited" in the name of the Defendant in the title of this action is a mere misnomer which can be cured by an amendment, and is, therefore not a ground for setting aside the writ of summons in this action". His Lordship applied the test laid down by Devlin LJ in DAVIES-V-ELSBY BROS. Ltd (1961) I WLR 176 which states as follows: -

> "How would a reasonable person receiving the document take it? If, in all circumstance of the case and looking at the document as a whole he would say to himself 'Of course it must mean me, but they got my name wrong", then there is a case of mere misnomer".

38. In the MOBIL OIL case, (which facts are similar to those of the BASMA CASE), Marke J also applied the principle in DAVIES-V-ELSBY BROS., LTD) (ubi supra) and held that "there is not the slightest suggestion that there is another entity to whom the description "United Africa Company" could apply. Though not legally correct, every reasonable person in Sierra Leone will concede that the words "United Africa Company" are used with reference to that company whose corporate name and style is "United African Company of Sierra Leone Limited" and it has not been suggested in the affidavits filed in supporting this

application that there is another entity in Sierra Leone to whom the words "United Africa Company" can reasonably refer". The application was therefore dismissed.

39. In the EVANS CASE (ubi supra) under the terms of a seven year lease dated 27th August, 1970, made between E. Ltd and C. Ltd, E. Ltd became tenant of a piece of land for use in connection with his business. During the currency of the lease, or shortly thereafter, C. Ltd assigned the reversion to B. Ltd, a company that was a member of the same group of companies. After the assignment, C. Ltd acted as Managing Agent for B. Ltd. In April, 1977 E. Ltd entered into a new three-year lease with B. Ltd that was stated to be supplemental to the original lease. In September, 1981 C. Ltd wrote to E. Ltd enclosing a notice under Section 29(3) the Landlord and Tenant Act, 1954 (English) terminating the tenancy. On receipt of the notice, E. Ltd wrote to C. Ltd stating that it was not prepared to give up possession of the land and would apply for an extended lease. E. Ltd's solicitor entered an originating application in which he erroneously named C. Ltd as Landlord. The Country Court ordered that the application be struck out on the grounds that C. Ltd was not the Landlord. E. Ltd appealed against the order. The Judge allowed the appeal and gave leave to join B. Ltd as an additional respondent under the provisions for amending pleadings...."

40. It was held, dismissing the appeal (Waller L.J dissenting) "that since B. Ltd was the Landlord and C. Ltd had no interest in the property, the issue was not whether to join B. Ltd as an additional Respondent but whether under the R.S.C. Order 20 Rule 5 the name of B. Ltd should be substituted for the name of C. Ltd; that R.S.C. Order 20 Rule 5 (Order 23 Rule 1 (3) (a) (of our Rules) could not be applied to correct a mistake as to the actual identity of a party sought to be sued but it could be applied to correct a mistake made in describing or naming a party provided the identity was known to the person making the mistake and the identity of the party was not misleading; that the nature of a mistake in any particular case depended on the intention of the person making it and that since it had been

clearly established that E. Ltd had intended to serve the notice on its Landlord but had made a genuine mistake in naming it, Order 20 Rule 5 could be applied to amend the name on the writ.

41. Waller L.J dissenting held that there was no mistake as to name. The mistake here was not a mistake as to name; it was a mistake as to identity. "The words "correct the name of a party" are not apt to case of a changing party".

42. I have set out the brief facts and decisions reached in the foregoing cases for the simple fact that they are relied on by the Applicant and are indeed cited by Applicant. To close on this issue, I shall briefly review the said cases with a view to determining whether they are helpful to the Applicant and the Court.

43. The issues and ratio decidendi in both the **BASMA AND THE MOBIL OIL COMPANY** cases are the same. The **fundamental principle established by these cases is that:**

i. When a company is misnamed in legal proceedings, the test as to whether the misnomer is so crucial as to cause the writ to be set aside for irregularity is the attitude of **the ordinary recipient of such a writ, if, in all circumstances looking at the document as a whole, the** recipient company would know that it was intended for itself but there was a mistake as to the name, then this is a case of mere misnomer which can be cured by amendment.

ii. But if the recipient does not know for whom it was intended, in particular where there is another entity to whom the description might refer, this is beyond the realm of curable misnomer.

44. These two Sierra Leonean cases look at this issue from a common perspective. The matters were tried before the

same Judge and his reasoning remained consistent.

45. The Respondent has deposed in the affidavit in opposition and oral submission that based on claims against the 2nd Defendant and their worldwide brand, there would not be any doubt as to who they were.

46. The test canvassed by the Applicant presupposes the existence of three factors: -

1. To whom is the document addressed/and or delivered?

2. What is the relationship between the wrong address and the right one?

3. Will the recipient acting honestly concede that the contents of the affidavit sufficiently describe him?

47. In the instant case, I hold the view that by virtue of its name recognition, the Standard Chartered Group is widely recognizable in Sierra Leone, having spent over 100 years here. A reference to "Standard Chartered Plc" as Standard Chartered Bank Plc" does not dim the understanding that Standard Bank (SL) Ltd has relations with the SCB Group.

48. Furthermore, the particulars of claim in the Writ of Summons sufficiently describes the 2nd Defendant, Paragraph 3 of the said particulars states as follows: -

"That the 2nd Defendant is and was at all particular times to this action a British Multinational and International Banking and Financial Services Company Headquartered in London, England with a network of more than 1,000 branches and outlets (including subsidiaries, associates and joint ventures) across more than 70 Countries, a Universal Bank with operations in consumer, corporate and institutional banking and treasury services, and the parent company of the 1st Defendant".

49. This description will leave any reasonable person in no doubt as to who the Plaintiff intends to be a party to this action.

50. Finally, this misnomer does not fall within the exception created by Order 23 Rule 1 Sub-rule 3 (a) of the High Court Rules, 2007 which provides that" –

> "This rule shall not apply, in relation to an amendment which consists of: -
> "The addition, omission or substitution of a party to the action or an alternation of the capacity in which a party to the action sues or is sued".

51. Based on the the test in DAVIES-V-ELSBY(supra) as applied in both the BASMA-V-NEW INDIA ASSURANCE and MOBIL OIL cases, I hold that this is a case of a mere misnomer that could be cured by an amendment under Order 23 of the High Court Rules, 2007.

52. Having resolved the first issue, I shall now consider the next one raised by the applicant which is: whether the Plaintiff is correct in adding the 2nd Defendant as a party to this action.

53. Mr. Ransford Johnson for the Applicant argues that in any cause or matter, only persons who are proper or necessary for the purpose of determining the real issue should be made parties to the such cause or matter. In support of this proposition, he relies on Order 18 Rule 6 (2) (a) of the High Court Rules 2007. In his view, a violation of this order is that the court may of its own motion or on an application to strike out any party who has been unnecessarily or improperly joined. Mr.Johnson submit that in the instant matter, there is no contractual or employment nexus between the 2nd Defendant and the Plaintiff. The 2nd Defendant were mere shareholders in the 1st Defendant and therefore the principle established in SALOMON-V-SALOMON and Co. Ltd (1897) AC 22 applies.

54. Mr. Jalloh for the Respondent in his response submits that having regard to Exhibit "B" attached to the affidavit in support of the Notice of Motion and the contents of the affidavit in

opposition, more particularly paragraph 20 thereof, there exists as between the Plaintiff and the 2nd Defendant, questions or issues arising out of or relating to or connected with the reliefs or remedies sought by the Plaintiff in this matter which would be just and convenient to determine as between the Plaintiff and the 1st Defendant as well as between the Plaintiff and both Defendants. He refers to Order 18 Rule 6 (2) (b) (ii) of the High Court Rules, 2007.

55. Mr. Jalloh submits further that the Salomon principle is not bullet proof. In support of this, he cites and relies on the English Cases of **DHN DISTRIBUTORS & OTHERS-V-LONDON BOROUGH OF HAMLET (176) 3 ALLER at 462 and SMITH, STONE & KNIGHT LTD-V-LORD MAYOR, ALDERMEN OF THE CITY OF BIRMINGHAM (139) 4 ALLER 116**. Counsel finally submits that the way and manner the 2nd Defendant is organised is so vertical so that lines of separate legal personality becomes redundant.

56. Before proceeding to resolve this issue, it will be useful to clarify that the essence of this application is not to make a decision on matters that could arise at the trial but to determine, as a preliminary issue, whether the 2nd Defendant should be a party to the action.

57. A good starting point is to analyse the provisions of the High Court Rules, 2007 relied on by the parties:

Order 18 Rule 6 (2) (a) provides as follows: -

> **"Subject to this rule, at any stage of the proceedings in any cause or matter the court may, on such terms as it thinks just and either on its own motion or on application: -**
>
> (a) Order any person who has been improperly or unnecessarily made a party or who has for any reason ceased to be a proper or necessary party, cease to be a party.

58. Order 18 Rule 6 (2) (b) (ii) provides as follows: -

"Subject to this rule, at any stage of the proceedings in any cause or matter the court may, on such terms as its thinks just and either on its own motion or on application.

(b) Order any of the following persons to be added as a party.

(ii) any person between whom and any party to the cause or matter where there may exist a question or issue arising out of or relating to or connected with any relief or remedy claimed in the cause or matter which in the opinion of the court would be just and convenient to determine as between him and that party as well as between the parties to the action.

59. The first provision deals with the consequences of suing an improper or unnecessary party and second with adding a necessary party.

60. The question as to whether an individual or corporation is a proper or necessary party to an action would depend upon the nature of the relief claimed in the action. A "necessary party" is one in whose absence the relief claimed cannot be granted and a "proper party" is one whose presence may be necessary with a view to fully adjudicate upon the matters in the action. From the foregoing, its seems that two tests are to be satisfied for determining who is a necessary and proper party. These tests are:-

1. **There must be a right to some relief against such party in respect of the controversies involved in the proceedings;** and

2. no effective relief can be granted in the absence of such a party.

61. It cannot be said that the main object of the rule is to prevent multiplicity of actions though it may incidentally have that effect. What makes a person a necessary party is not merely that he has some relevant evidence to give on some questions involved; that

would only make him a necessary witness; it is not merely that he has an interest in the correct solution to some question involved and has thought of arguments to advance. The only reason which makes it necessary to make a person a party to an action is so that he should be bound by the result of the action.

62. What determines whether a party is necessary and proper? As I have already stated, it may depend on the nature of the claim and relief sought. This could be gleaned from the statement of claim and the relief sought in the writ of summons. In the affidavits in support and oral submissions of Counsel, Mr. Johnson for the 2nd Defendant argues that the 7th claim of the Respondent in his statement of claim, conspiracy to cause injury is not tenable. He refers to **BULLEN, LEAKE AND JACOBS PRECEDENTS OF PLEADINGS, "13 Edunat pp. 220-225**. He concludes that the claim against the 2ndDefendant is fanciful and without substance.

63. Mr. Jalloh for the Respondent argues that the claims against the 2nd Defendant are grounded in both contract and tort. He submits that paragraphs 10,13,14,20,21,38-40,42,46- 48, 68,69 and 73 inter alia, support the claim of the Plaintiff in Tort. The cumulative position expressed by these Paragraphs is that a duty of care was owed to the Plaintiff by both the 1st Defendant and Standard Charter Plc- the 2nd Defendant. That duty has been breached and has resulted in **colossal and career threatening damages, hence the claim in Tort. He submits that the court should, at this stage, only concern itself with whether there are triable issues.**

64. As I have earlier commented, the Court is not at this stage concerned with the totality of evidence but is to rather determine preliminary issues. It would therefore be necessary to look at some of the cases cited by Counsel.

65. Mr. Johnson argues firstly that by the principle enunciated in the SALMON CASE, the "Standard Chartered Plc" has an existence independent of Standard Chartered Bank (SL) Limited

notwithstanding that it holds shares in it. Mr. Jalloh on the other hand argues that the principle is not bullet proof.

66. SALOMON-V-SALOMON & CO. Ltd (supra) a case concerning the legitimacy of limited liability of a single beneficially owned Company according to the Companies legislation created the concept of the separate Legal personality of a Company. Judges have often treated the concept has a fundamental principle of Company law. The principle of separate legal personality ensures that a company is independent of the people who form, manage, direct or invest in it, separating the duties and right of a corporation from the rights and duties of it directors and shareholders.

67. EVANS CONSTRUCTION CO. LTD-V-CHARRINGTON & CO. LTD & ANOR (Supra)

This case has been discussed earlier in this Ruling in relation to identity of the parties.

68. DHN DISTRIBUTORS LTD & OTHERS V LONDON BOROUGH OF TOWER HAMLETS (Supra).

69. The brief facts are that DHN was the holding company in a group of three companies. There were two subsidiaries, wholly owned by DHN. One subsidiary owned land used by DHN; the other owned vehicles used by DHN. The land was subject to compulsory purchase and DHN sought compensation for disturbance of its business.

70. In the English Court of Appeal, Lord Denning MR. Said:

> "Those subsidiaries are bound hand and foot to the parent company and do just what the parent company says:.... This group is virtually the same as a partnership in which all the three companies are partners. They should not be treated separately so as to be defeated on a technical point (at 860).

71. It was therefore held that DHN was entitled to claim. The separate corporate personality doctrine was over ridden.

72. HRH EMERIE GODWIN BEBE OPKABI(supra). In this case, the claimants commenced proceedings in England for damages against the subsiding company and its U.K domiciled parent company, the first Defendant ("the parent company") claiming that the subsidiary's efforts to prevent oil leaks or to remediate their impact were inadequate and in breach of the duty of care owed to them not only by the subsidiary but also by the parent company, the latter on the basis that it exercised a high degree of control, direction and oversight in respect of the subsidiary's pollution and environmental compliance and operation of its oil infrastructure.

73. The Judge held that there was no arguable case that the parent company owned the claimants a duty of care. The Court of Appeal held that the Judge erred in his approach to the evidence but the majority on a fresh consideration of the evidence together with two internal corporate documents that had subsequently been obtained, but discounting the prospect of there being further evidence on disclosure, likewise held that there was no arguable case that the parent company owned the claimants a duty of care. The claimants appealed to the Supreme Court.

74. The English Supreme Court held, allowing the appeal, that where there is a jurisdictionl challenge about whether the claim against the anchor raised a triable issue, it was generally not appropriate for the Defendant to dispute the facts alleged through evidence of its own, save where the allegations of fact were demonstrably untrue or unsupportable, that in order to circumscribe the focus of the inquiry and to avoid problems of lack of proportionality, the Court should concentrate on the particulars of claim and whether, on the basis that the facts alleged were true, the cause of action asserted had a real prospect of success; that the court should not ignore reasonable grounds for believing that disclosure might materially add or alter the evidence relevant to whether the claim had a real prospect of success; that instead of focusing on the pleaded case and whether that disclosed an arguable case.

75. The Supreme Court in this case emphasised on the need for the Plaintiff to establish an arguable case and the court should not be drawn, at this stage, into conducting a mini triable that would have it to make a determination in relation to contested factual evidence. The Court held further that the claimants pleaded case had not been shown to be demonstrably untrue or unsupported.

76. Lord Hamblen JSC had this to say: -

> "In considering the question, control is just a starting point. The issue is the extent to which the parent did take over or share with the subsidiary the management of the relevant activity. That may or may not be demonstrated by the parent controlling the subsidiary. That all parents control their subsidiaries. That control gives the parent the opportunity to get involved in management. But control of a company and de facto management of part of its activities are two different things. A subsidiary may maintain a de jure control of its activities, but nonetheless delegate de facto management of part of them to emissaries of its parent.

77. AAA and OTHERS-V-UNILEVER PLC & ANOR.(supra)

78. This case concerns an attempt to sue in England a parent company (unilever Plc.) ("Unilever") (Which is registered in England), together with one of its operating subsidiaries (Unilever Tea, Kenya ltd (UTKL) which is registered in Kenya.

79. The claim is brought by the appellants who are employees and former employees of UKTL or residents living on a Tea Plantation run by UKTL at the relevant time. It was held that in order to be able to sue UTKL in England, the Appellants have to show that they have a good arguable case against Unilever which can be treated as the so called anchor Defendant in this jurisdiction. A claim can then be included in those proceedings against UKTL as a necessary and proper party.

80. In the decision of Elizabeth Laing J., the Appellants had no arguable claim against either Unilever or UTKL. No duty of care was owed by either of those companies. This was because, applying the three part test for "duty of care" in COMPARO INDUSTRIES PLC-V-DICKMAN (1990)2 AC 605, the Judge held that the damages suffered by the Appellants were not foreseeable by either UTKL or Unilever.

81. On the other hand, the Judge held, albeit with hesitation, that there was sufficient degree of connection between the activities of (and omission to act by) Unilever as the ultimate holding company of UTKL and the damage suffered by the Appellants so as to satisfy the test in CHANDLER V CAPE PLC (2012) E WCA civ. 525.

82. CHANDLER-V-CAPE PLC (Supra)
In this case, Mr. Chandler was employed for a short period from 1959 in a factory owned by Cape Building Products Limited (Cape Products) which manufactures asbestos board products. During this time, he was exposed to asbestos as a result of which he recently contracted asbestos. Mr. Chandler sought to claim against Cape Plc (Cape Products' parent company because Cape Products has since dissolved and its employer liability insurance policy contained an exclusion in respect of asbestos claims). Mr. Chandler claimed that Cape Plc was liable on the basis of a direct duty of care owed to the employees of its subsidiary. The English Court of Appeal found that Cape Plc had **assumed a duty of care to Cape Products employees since: the damage was foreseeable, there was sufficient proximity of** relationship between Cape Plc and Cape Products and it was otherwise fair, just and reasonable to impose the duty of care on Cape Plc (This was the traditional three part test set forth in CAPRO INDUSTRIES Plc-V- DICKMAN (1992) 2 A.C. 605. This case was however not treated as piercing the corporate veil. The decision in CHANDLER establishes a new and potentially easier route for employees of a subsidiary, and potentially also the subsidiary itself, to claim against the parent company for health and safety injuries.

83. LONGOWE & OTHERS-V-VEDANTA RESOURCES Plc& ANOR (2019) UKSC 20.

Residents of the Zambian City of Chingola brought proceedings against Vedanta Resources Plc (Vedanta), a U.K incorporated parent company and Kinkola Copper Mines Plc (KCM), its Zambian subsidiary, claiming that the waste discharged from Nchanga Copper Mines – owned and operated by KCB – had polluted the local waterways, causing personal injury to the local residents, as well as damage to property and loss of income. The claims are founded in negligence, although the allegations also relate to breaches of the applicable Zambian environment laws.

84. In 2016, the High Court held that the claimants could bring their case in England, despite the fact that the alleged tort and harm occurred in Zambia, where both the Claimants and KCM are domiciled. This decision was upheld on appeal by the Court of Appeal.

85. The Supreme Court unanimously dismissed a further appeal by the Defendants, upholding the Court of Appeal's ruling in all but one respect. The Supreme Court held that "there is nothing special or conclusive about the bare parent subsidiary relationship... the general principles which determine – whether A owes a duty of care in respect of the harmful activities of B are not novel at all". In this respect Lord Briggs commended the summary by Sales LJ in AA-v-UNILEVER (supra) that "A parent company will only be found to be subject to a duty care in relations to an activity of its subsidiary if ordinary general principles of the law of tort regarding the imposition of a duty of care on the part of the parent in favour of a claim are satisfied in a particular case". Lord Briggs rejected the submission that there was any general limiting principle that a parent company could never incur a duty of care merely by issuing group – wide policies and guidelines and expecting the subsidiary to comply.

86. MALIK-V-BANK OF CREDIT AND COMMERCE INTERNATIONAL SA (1997) UKHL. 23.

87. Mr. Malik and Mr. Mohamed were both senior employees of BCC1. In 1991, the Bank collapsed and both men were made redundant. Each submitted proof of credt claims to the Bank's liquidators which included a claim for "Stigma damages". The basis of the claim for Stigma damages was that by operating a corrupt and dishonest business, the Bank had breached the implied contractual obligation of mutual trust and confidence.

88. The House of Lords found that the employees' contracts of employment contained an implied term to the effect that the Bank would not, without reasonable and proper care, conduct itself in a manner likely to seriously damage the relationship of trust and confidence between the employer and employee.

89. Damages for breach of the implied terms of trust and confidence should be awarded to the employees and were to be assessed on the basis of ordinary causation, remoteness and mitigation.

90. Having reviewed the relevant cases cited by Counsel, I shall proceed to apply them, where applicable, to the facts of this application.

91. Counsel for the Applicant, argues firstly, that there was no employment relationship between the Respondent as the said Respondent was employed by the 1st Defendant. Replying on the principle laid down in the SALOMON CASE, Mr. Johnson submits that as a mere shareholder in the first Defendant, the 2nd Defendant could not be held liable for the dismissal of the Plaintiff.

92. Counsel for the other hand argues that there exists as between the Plaintiff and the 2nd Defendant questions issue, matter, reliefs and remedies connected and that ought to be determine as between the Plaintiff and the 1st Defendant as well as the Plaintiff and the 2ndDefendant. There is therefore a nexus between the Plaintiff and the 2nd Defendant as the possession of separate legal personality is not conclusive of the right to bring a claim. He submits further that the way and manner the 2nd Defendant is

organised is so vertical that the lines of separate personality becomes redundant.

93. The concept of separate legal personality is the corner-stone of company law. It insulates the shareholders (individual or corporate) from being liable for any harm caused by the Company. However, this separate personality could be breached for a number of reasons. Cases where the legitimate use of the corporation are brought into question, (i.e. those cases where the piercing of the corporate veil is at issue) are better solved through the analyses of a particular issue or function of the organisation which is at stake. Those cases should not be analytically characterised within the frame work of the issue of whether the corporate veil should or should not be pierced but rather in terms of the objective of the law in the particular area and context within which the case arises. In the instant case, this question should be answered in the context of employment law. The question is whether the role of the 2nd Defendant in the dismissal of the Plaintiff is such as to make it part of that decision.

94. In the affidavit in opposition sworn to by the Plaintiff, he avers that as Chief Operating Officer of the 1st Defendant, he worked within and in close collaboration with the 2nd Defendant, under the rules, regulations and obligations of the latter. He reported directly to the Cluster Chief Operating Officer, West Africa through the Management arrangement with the 2nd Defendant. The Plaintiff deposes further that he was notified and invited to the Disciplinary Committee by the 2nd Defendants through Edward Ansah, Head of Employee Relations, West Africa. He avers that the 2nd Defendant controls or shares controls of the material operations of the 1stDefendant viz; Management and Control. The Plaintiff refers to an email correspondence dated 4th March, 2021 from the 2nd Defendant's Africa and Middle East

95. In his oral submission, Mr. Jalloh for the Respondent submits that various correspondences – Exhibit "K1-5" would show that key personnel in the global network of the 2nd Defendant were involved making the 1st Defendant a mere agent of the former.

96. In his submission, Mr. Johnson for the Plaintiff refers to information received from Yasser Shabbir, Senior Legal Officer, Employment Law of Standard Chartered Bank, Dubai International Financial Centre that though the 2nd Defendant policies, procedures and standards are intended to have global group wide application, prior to implementation, they are usually socialised with Country Management teams to ensure appropriate compliance with country laws and regulations. In the case of Sheik Jobe, he submits that it is common for multilateral organisations to have reporting structures where individuals in a particular jurisdiction report to someone of greater seniority out of the jurisdiction at cluster, regional or group level.

97. In the affidavit in reply, Mr. Johnson deposes that he is reliably informed by Yasser Shabbir that the 1st Defendant's Disciplinary Standard permits the engagement of colleagues from within the Standard Chartered Group to participate in a disciplinary process. He further disposes that "where issues of concern which are the **subject of a disciplinary process are serious in nature, considered** complex, involve colleagues who are senior and/or where actual or potential conflict of interest may arise due to involvement of colleagues within the same jurisdiction, as the subject staff, the **engagement of colleagues from the wider Standard Chartered Group network with the requisite seniority, experience and competence to consider the issues and manage a disciplinary** review process is often critical.

98. I have considered the respective affidavit and submissions of counsel on this point. What is the law on the various issues raised?

99. On the matter of separate legal personality, I shall refer to the case of DHN DISTRUBUTORS LTD & ORS.-V-LONDON BOROUGH OF TOWER HAMLETS (supra). This case laid down the "single economic unit" principle. Lord Denning MR argued that a groups companies was in reality a single economic entity and should be **treated as one.** This theory was not, at a time fully embraced by the courts

100. In WOOLFSON -V- STRACTHCLYDE REGIONAL COUNCIL (1978) SLT 159, the House of Lords specifically disapproved of Lord Denning's views on group structures in finding that the veil of incorporation would be up held unless it was a façade.

101. However Lord Denning's views on the lifting of the corporate veil still had considerable effect. In RE a COMPANY (1985) the Court of Appeal stated: -

> "In our view, the case before and after WALLERSTEINER –V- MOIR (1974) I WLR 991, show that the court will use its power to pierce the corporate veil if necessary to achieve justice in respective of the legal efficacy of the corporate structure under consideration".

102. On the issue of control, I shall considered the case of HRH EMERIE GODWIN BEBE OPKABI(supra). In this case, Lord Hamblen JSC had this to say:

> "In considering the question, control is just a starting point. **The issue is the extent to which the parent did take over or share with the subsidiary the management of the relevant activity**. That may or may not be demonstrated by the parent controlling the subsidiary. That all parents control their subsidiaries. That control gives the parent the opportunity to get involved in management. But control of a company and a de facto management of part of its activity are two different things. A subsidiary may maintain de jure control of its activities, but nonethel3ess delicates the de facto management of the part of them to the emissaries.

103. In the same vein, the Lord Briggs in LUNGOWE & ORS. –V- VADANTA RESOURCES PLC & ANOR had this to say: -

"…. A parent make carry out a thorough going vertical recognition of a groups business's so that they are in management terms, carried out as a single commercial undertaking with boundaries legal personality and ownership within the group becoming irrelevant, until the outset of insolvency".

104. The reasoning of Lord Hamblen is applicable to the instant case. The 2nd Defendant participated actively in the transaction leading to the dismissal of the Plaintiff. It invited the Plaintiff to a disciplinary committee

meeting and communicated the failure of the appeal. Key players in the global network of the 2nd Defendant all played a role in the dismissal of the Plaintiff. This was not a decision taken by the 1st Defendant on its own. It is a decision of the 2nd Defendant communicated to the Plaintiff through the 1st Defendant. In the words of Lord Hamblen, the 1st Defendant "delegated the de facto management" of the dismissal process of the Plaintiff to its parents. This view is supported by the 2nd Defendant's affidavit in reply where the deponent describes the operation of the 1st Defendant's Disciplinary Standards which allows for the participation of Senior Officers from the wider Group. The 2nd Defendant could rightly be said to have managed this particular activity.

105. The second point raised by the Applicant under this head is that the 7th claim in writ of summons – "conspiracy to cause injury to the Plaintiff" is untenable. Mr. Johnson argues that to found such a claim, there must be the conspiratorial agreement and overt acts but the Plaintiff's statement of claim is totally devoid of the required ingredients needed to maintain a claim of conspiracy to cause injury.

106. I need to remind the Applicant, as the English Supreme Court did in the HRH EMERIE BEBE OPKABI case that what is required here is for the Plaintiff to establish an arguable case and court should not be drawn, at this stage, into conducting a mini-trial that would make a determination in relation to contested factual evidence. What was important at this stage is for the Respondent to establish that there was sufficient degree of connection between the activities of (an omission to act by) the 2nd Defendant as the ultimate parent of the 1st Defendant and damage suffered by the Plaintiff so as to satisfied the test in CHANDLER-V-CAPE PLC(supra). The test is that the parent must have assumed a duty of care to the Plaintiff as a parent of its subsidiary since the damage was foreseeable, there was sufficient proximity of relationship between the 1st Defendant and the 2nd Defendant and it was otherwise fair, just and reasonable to impose a duty on the 2nd Defendant. Sales L.J in AAA-V-UNILEVER (supra) had this to say: -

"A parent company would only be found to be subject to a duty of care in relation to an activity of its subsidiary if ordinary general

principles of the law of tort regarding the in position of a duty of care on the part of the parent in favour of a claim are satisfied in a particular of case".

107. The case of MALIK-V-BANK OF CREDIT AND COMMERCE INTERNATIONAL S.A (supra) establishes that stigma damages are recoverable. Thought not on fours with a instant matter, MALIK establishes that a stigma created by the act of the company which causes reputational harm to the Plaintiff is actionable. The claims in this case were based on breach of confidence and trust. This has also been claimed by the Plaintiff in his Writ of Summons. MALIK is a leading English contract and labour law case, which confirmed the existence of the implied term of mutual trust and confidence in all contracts of employment. The court at this stage is not expected to make a decision on the breach of those implied terms but to decide that they exist in law. At trial, the duty would be on the Plaintiff to prove any breach. A claim will lie for damages to reputation. Damages should be assessed on the basis of ordinary contractual principle subject to the questions of causation, remoteness and mitigation. On the basis of this authority, I hold that the Plaintiff has an arguable case against the 2nd Defendant for injury to reputation.

108. Having considered the various issues raised, authorities cited and submissions of Counsel and based on my research, I hold that the Application fails as there are real issues to be tried between the Plaintiff and the 2nd Defendant and order as follows: -

1. That the application for the 2nd Defendant/Applicant "Standard Chartered Bank Plc" (The Group)" and or " Standard Chartered Group Plc" in this matter to this struck off the concurrent writ of summons and all subsequent proceedings herein is refused.
2. That leave is granted to the Plaintiff/Respondent to amend the title of the 2nd Defendant in this this action within three days from the date of this Order.
3. That the 2nd Defendant/Applicant shall enter appearance and file a defence within 14 days after the expiration of the time limited for amending title of the 2nd Defendant in the concurrent writ of summons.

4. The Plaintiff shall file a reply, if any, and close all pleadings within 7 days after the expiration of the time limited for filing the defence
5. Costs of this action to the Plaintiff/Respondent. Such cost to be taxed.

ADDENDUM: -

As agreed by both Counsel, the Ruling in this matter and Orders thereto applies to the case of:

CC: 34/21 2021 B. NO.3
BETWEEN:

IBRAHIM JUBAIRU BAH - PLAINTIFF
AND
STANDARD CHARTERED BANK
SIERRA LEONE LIMITED
AND
ANOTHER - DEFENDANT

HON. MR. JUSTICE SENGU M. KOROMA – JSC
PRESIDENT OF THE INDUSTRIAL AND SOCIAL SECURITY DIVISION.