

I.S. 89/19

IN THE HIGH COURT OF SIERRA LEONE

(INDUSTRIAL AND SOCIAL SECURITY DIVISION)

BETWEEN:

STEPHEN AHUWA SACKY- PLAINTIFF

AND

SPECIAL ANIMAL SERVICE COMPANY- DEFENDANT

COUNSEL:

SONIA BOBANIE-BROWNE ESQ- FOR THE PLAINTIFF

CHARLES VANDY ESQ- FOR THE DEFENDANT

JUDGMENT DELIVERED ON THE 13th JANUARY, 2021

BACKGROUND.

1. The Plaintiff made a complaint to the Ministry of Labour and Social Security (hereinafter referred to as "the Ministry") by a letter dated 16th July, 2019. In the said letter, the Plaintiff narrated that he was employed by the Ghanaian Branch of the Defendant Company as a Shop Assistant. He was later transferred to Sierra Leone to open a branch. He acted as Manager of the said branch. His services were terminated on the 15th July, 2019.
2. The Plaintiff is claiming the sum of Le 117,640.000 as severance pay; \$2,347.00 being balance of salary owed him for the period he served the company in Ghana and money deducted from his monthly salary from 14th June, 2014 to date. He is also claiming cost of Air ticket to his country of origin.
3. The Ministry invited the parties to series of meetings with a view to amicably settle the dispute but the conciliation effort failed. The Ministry, therefore by virtue of the power conferred on it by Rule 5 (1) of the REGULATION OF WAGES AND INDUSTRIAL RELATIONS ACT, 1971 (Act No 18 of 1971)- THE HIGH COURT(INDUSTRIAL DIVISION) PROCEDURE RULES,2000 referred the matter to this court. The Master and Registrar issued summons for the attendance of the parties which was duly served.
4. The hearing of the matter commenced on the 21st January, 2020. Sonia Bobanie-Brown appeared for the plaintiff whilst the defendant was unrepresented and did not attend the hearing. The Defendant did not attend on two other adjourned dates and so on the 13th February, 2020, this court invoked Rule 8 of the said Rules and allowed the Plaintiff to prove his case" in so far as the burden of proof lies on him".

EXAMINATION OF WITNESSES.

CASE FOR THE PLAINTIFF:

PW.1 - The Plaintiff:

5. The Plaintiff testified that he was transferred from Ghana to manage the Defendant Company in Sierra Leone on the 29th August, 2008. The letter of transfer was tendered and marked "Exh." "A". Exhibit "A" stated that the Defendant was responsible for the Plaintiff's "stay" in Sierra Leone. His salary was paid in Ghana but was receiving allowances in Sierra Leone.

6. In May, 2014, after the death of a Mr. Henk Weil, the "owner" of the company, he held a meeting with his wife, one Salamatu Jalloh, regarding his employment status. Ms. Jalloh informed him that the company in Ghana had been sold and wanted him to run the one in Sierra Leone. Both Ms. Jalloh and the Plaintiff agreed that his salary in Ghana be converted to Dollars and then into Leones. There was also outstanding arrears of his salary in Ghana which was paid to him for the period June, 2013 to May, 2014. The evidence of such payment was tendered as Exhibit B. It was also agreed that his salary was to be paid in Sierra Leone at Le 1,800,000 monthly and allowance of Le 200,000/00. Ms. Jalloh then instructed the Manager to register him with the NASSIT Scheme. The salary and allowance were paid in cash.

7. After the conclusion of the oral agreement, the Plaintiff testified that he asked that a written agreement be entered into but this was never done.

8. On the 15th July, 2019 the brother of Salamatu Jalloh came into the office and asked him to stop work and close the office as a police investigation was pending.

9. On the 16th July, 2019 the Plaintiff testified that a police officer known as Salifu invited him to the Lumley police station where he was informed that Salamatu Jalloh had accused him of running his private business on company premises. The Plaintiff explained his own side of the story and was told that Salamatu Jalloh demanded that he does not enter the office again.

10. The Plaintiff concluded his testimony by informing the court that he has not been paid his benefits and other entitlements and as a result made a complaint to the Ministry by letter dated 16th July, 2019.

11. The Defendant was not present to cross-examine the witness despite it been served.

12. On the 20th February, 2020, the Counsel for the Plaintiff, Ms. Sonia Bobanie-Browne was allowed to call her next witness.

PW.2: FOU D KOROMA

13. PW.2 testified that he worked at the Ministry and knew the Plaintiff. He did not know the Defendant.

14. PW.2 on receipt of the letter of complaint invited the parties to a meeting. The Defendant was first represented by one Ibrahim Rogers and Abdulai Jalloh. The parties did not reach a settlement. PW.2 testified that since the parties did not reach a settlement, he computed the entitlements of the Plaintiff which he tendered as Exhibit D1-2 and the letters of invitation sent to the Defendant as Exhibit E1-5. The PW.2 had earlier tendered the summary of complaint as exhibit C1-2.

15. On the 2nd March, 2020, Charles Vandy Esq. appeared for the Defendant and submitted that the person brought before the court was a mere worker and not the owner of the company.

CROSS-EXAMINATION OF PW.1:

16. Charles Vandy Esq. cross-examined the PW.1 on the 9th July, 2020. PW.1 replied that he came to Sierra Leone in August, 2008 and that he was transferred here by the Defendant Company's Ghana office.

17. PW.1 did not have his employment letter as it had been misplaced but explained that he has tendered his letter of transfer in evidence.

18. PW.1 explained that his immediate boss in Sierra Leone was Salamatu Jalloh and that the company was still in existence and was now located at 12 Beach Road.

19. PW.1 explained that before he was sacked, the company had five workers and that he was in charge anytime the Manager was absent.

20. The Defence Counsel at this time applied for an adjournment which was granted.

21. The matter came up for five times but the Defendant or its counsel did not attend. Therefore by the provisions of Rule 8, the file was withdrawn for judgment.

FINDINGS:

22. It is not in dispute that the Plaintiff was an employee of the Defendant during the period under review. Exhibit "A" clearly stated that the Plaintiff was transferred to Sierra Leone from the Head office in Ghana. Exhibit "A" is evidence that the Ghana Company acknowledged its obligation to the Plaintiff by paying his backlog of salaries leaving a balance of \$454.88. The entitlements of the Plaintiff as computed by the Ministry were not challenged by the Defendant. Indeed the defence itself did not challenge any issue except already proven facts.

23. The Defendant was for the most part represented in court by Mr. Abdulai Jalloh who we were told in the testimony of PW.1 asked him to leave the office. Abdulai Jalloh is the brother of Salamatu Jalloh. It is the same Salamatu Jalloh who entered into a contract with the Plaintiff after the demise of the founder of the company.

CONCLUSION:

24. It is my conclusion that since the Defendant failed to put up a robust defence, this court cannot do otherwise than to uphold the Plaintiff's claim, and hereby order as follows:-

1. That the Defendant is liable to the Plaintiff as end of service benefits and other entitlements as stated in exhibit "A", the sum of Le 177,640,000/00.
2. The Leone equivalent of \$485.88 being backlog of salary due and owing - Exhibit "B."
3. Interest on the said amounts at the rate of 10 percent per annum from the date of this action to the date of judgment.
4. Cost of this action to be taxed if not agreed.



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