



IN THE HIGH COURT OF SIERRA LEONE
INDUSTRIAL DIVISION

IC22/16

WORSIE K. SESAY

PLAINTIFF

AND

THE MANAGING DIRECTOR AMTECH DEFENDANT

REPRESENTATION:

THE PLAINTIFF

UNREPRESENTED

I. E. KAMARA ESQ.

COUNSEL FOR THE DEFENDANT

BEFORE THE HON. MR. JUSTICE SE NGU KOROMA JA.
PRESIDENT OF THE INDUSTRIAL COURT JUDGMENT
DELIVERED ON THE 19TH OCTOBER, 2017

be done by one, or when an employer becomes insolvent or bankrupt. If an employee is asked to leave, but another person is hired to do the same job, it is termination and not genuine redundancy. In such instances if the employment was not terminated in accordance with procedural fairness, the employee may make an unfair dismissal case.

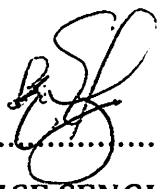
13. I have perused the file and saw a letter dated 30th September, 2015 from the Defendant to the Plaintiff asking him to stay at home due to the Ebola crises in the country until further notice. Enclosed therewith was salary for the months of September and October, 2015. The Defendant further pleaded with the Plaintiff to patient with them until normalcy returns as the business was undergoing financial constraints.
14. The Plaintiff replied on the 28th December, 2015 resigning his position as he would not be able to take care of himself and family. He therefore asked for a computation of his benefits from the 15th September, 2007 to the 31st December, 2015.
15. From the foregoing, it can be discerned that no issue of redundancy arose here. The letter dated the 30th September, 2015 was stop gap measure in view of the Ebola crises. The Defendant asked the Plaintiff to stay at home until things improved. There was no indication that backlog salaries would not be paid subsequently.
16. In the circumstance, I hold that the Plaintiff resigned his job and was therefore entitled to end of service and other entitlements but definitely not redundancy benefits.

I therefore Order as follows:-

- i. That the Defendant pays to the Plaintiff end of service benefits and other entitlements in the sum Le22, 346,100.00 (Twenty two million, three hundred and forty six thousand, one hundred

Leones). Comprising of medical allowance, food allowance, end of service benefits, transport allowance.

- ii. Interest thereon at the rate of 5percent per annum from the 18th July, 2016 to date of Judgment.
- iii. Costs of Le2,500,000/00 to be borne by the Defendant to the Plaintiff



.....
HON. MR. JUSTICE SENGU KOROMA JA.
PRESIDENT OF THE INDUSTRIAL COURT