



THE COMMUNITY COURT OF JUSTICE OF THE  
ECONOMIC COMMUNITY OF WEST AFRICAN STATES (ECOWAS)

In the Matter of

**PROFESSOR (ENGR.) JOSEPH ADELEGAN V ECOWAS BANK FOR  
INVESTMENT AND DEVELOPMENT**

*Application No:ECW/CCJ/APP/40/17/SUPP. Judgment No.ECW/CCJ/JUD/30/21*

***JUDGMENT***

ABUJA

September 2021

***JUDGMENT NO. ECW/CCJ/JUD/30/21***

**PROFESSOR (ENGR.) JOSEPH  
ADELEGAN**

....

**APPLICANT**

**V.**

**ECOWAS BANK FOR INVESTMENT  
AND DEVELOPMENT**

....

**RESPONDENT**

**COMPOSITION OF THE COURT:**

Hon. Justice Gberi-Be OUATTARA

- Presiding

Hon. Justice Keikura Bangura

- Member/Rapporteur

Hon. Justice Januaria T. Silva Moreira COSTA

- Member

**ASSISTED BY:**

Mr. Athanase ATANNON - Deputy Chief Registrar

***REPRESENTATION OF PARTIES:***

FEMI FALANA, S.A.N.

FUNMI FALANA

OLUWAFEMI ADEDEJI



Counsel for the Applicants

P.I.N. IKWUETO, S.A.N.

B.C. IGWILO, S.A.N.

HAMMED OGUNBIYI



Counsel for the Respondent

**I. JUDGMENT:**

1. This is the judgment of the Court.

## **II. DESCRIPTION OF THE PARTIES:**

2. The Applicant is Prof. (Engr.) Joseph Adelegan a former employee of the Respondent, ECOWAS Bank for Investment and Development.
3. The Respondent is ECOWAS Bank for Investment and Development (hereinafter EBID), an institution created by the new Article 21 of the Revised Treaty of ECOWAS as amended by the Supplementary Act No. A/SA.9/01/07 of 19 January, 2007.

## **III. INTRODUCTION**

4. The application has been brought as a Supplementary Application pursuant to Articles 63 and 64 of the Rules of the Community Court of Justice, ECOWAS, praying that the Court supplements its judgment of 3<sup>rd</sup> February, 2020 in SUIT NO: ECW/CCJ/JUD/02/20.

## **IV. PROCEDURE BEFORE THE COURT**

5. The Applicant lodged with the Registry of Court, a Supplementary Application brought pursuant to Articles 63 and 64 of the Rules of the Community Court of Justice, ECOWAS, by way of motion dated 13<sup>th</sup> February, 2020.
6. The Applicant filed an affidavit in support of his application sworn to on the 7<sup>th</sup> July 2020 and filed in the Registry of the Court on 8<sup>th</sup> July, 2020.

7. The Respondent filed a Counter Affidavit in Opposition to the Motion on Notice on the 8<sup>th</sup> July, 2020 at the Registry of the Court.
8. On the 17<sup>th</sup> September, 2020 the Applicant filed a Reply on Points of Law to the Counter Affidavit of the Respondent. This was supported by a Further and Better Affidavit in Support of Motion on Notice filed on the 17<sup>th</sup> September, 2020.

## V. APPLICANT'S CASE

### a) Summary of facts

9. The Applicant in support his Application made the following submissions as grounds for the application:
  - i. That this Honorable Court of justice delivered judgment in Suit No. CCJ/JUD/02/20 between PROFESSOR (ENGR.) JOSEPH ADELEGAN V ECOWAS BANK FOR INVESTMENT AND DEVELOPMENT delivered on Wednesday 3<sup>rd</sup> February, 2020.
  - ii. The Your Lordships noted on Page 20 while citing the judgment of this Honorable Court in the case of Dr. Rose Mbatomon Ako v West African Monetary Agency & Ors (ECW/CCJ/JUD/01/13) **“the termination of appointment under Regulations of any institution of ECOWAS including West African Monetary Agency is under Statutory Obligation to follow the Regulations for termination employment of staff.”**

- iii. That this Honorable Court found that the Applicant's employment with the Respondent bank was illegally terminated and the Court consequently at page 21 held that the act terminating the employment of the Applicant is of no legal effects and devoid of safeguard to due process.
- iv. That this Honorable Court also noted on page 20 that the Applicant was duly confirmed and was made a permanent staff whose normal term is the date of proceedings on retirement according to Article 17 (2) of the Respondent's Staff Rules and Regulations. This permanent staff status entitles the Applicant to gratuity and pension for life. However, the payment to the pension plan to CRRAE-UMOA has been stopped by the Respondent following the illegal termination. **The proof of this stoppage is hereby attached as exhibit "B".**
- v. That by judgment of this Honorable Court and in the eyes of the law, the Applicant's employment was never terminated and as such the Applicant is entitled to all his arrears salaries and other emoluments for the date his employment was purportedly terminated till date.
- vi. The effect of the judgment of this Honorable Court in the eyes of the law is that the Applicant never left his employment and that he was in his office throughout the period he was illegally removed from office. The order of reinstatement merely allows parties to return to status quo to continue their

relationship as nothing is deemed to have been done as if he was not removed from his office ab initio.

- vii. That the damage of \$75,000 awarded by this Honorable Court is for the unfair termination of the employment since same does not amount to the Applicant's salary for one year not to mention the Applicant's several employment benefits including gratuity (one month salary for every year worked) and pension for life which the Applicant was earnestly looking forward to for a graceful retirement for which hope was dashed following the termination which has now been declared **null and void and of legal effects whatsoever** by this Honorable Court.
  
- viii. That the cost of legal action in the sum of Two Million Nigerian Naira (2,000,000) Naira (\$6,506 equivalent) awarded to the Applicant by this Honorable Court does not cover the cost of travel, hotel accommodation and subsistence from Accra to Abuja to meet with the Applicants Counsels and attend Court Sessions in Abuja for over two (2) years of this case not to mention the legal fees paid to the Applicant's Counsels. **Your Lordships, it is noteworthy to mention at this point that the Applicant did not relocate to Nigeria following the illegal termination.**
  
- ix. That no pronouncement whatsoever was made on the head of claims relating to the reinstatement of the Applicant and payment of all his outstanding salaries and accruing emoluments after the illegal termination and his medical

reimbursements and accruing emoluments awaiting payment before the illegal termination as acknowledged by the Respondent in its letter Ref. 256/2017/BIDC-EBID/CDRH/AS to the Applicant hereby attached as exhibit “A”.

- x. That by Article 63 and 64 of the Rules of this Honorable Court, your Lordships are empowered to supplement its judgment upon application of a party.
  
- xi. That by decision in *Central Bank of Nigeria & Anor v Mrs. Agnes M. Igwillo* (2007) LPELR- 835 (SC) on legal position of the available remedies for illegal/wrongful termination of employment is as follows:

*“Where an employee’s service is protected by statute and his employment is wrongfully terminated, he would be entitled to re-instatement in his office and in addition, damages representing his salaries during the period of his purported dismissal.”*
  
- xii. Also in the case of *EDOH KOKOU V ECOWAS COMMISSION* Suit ECW/CCJ/APP/05/09 it was the decision of this Honorable Court that the appellant whose employment was illegally terminated be paid all entitlement from the date of the termination until the end of the contract of employment.

b) Pleas in law



10. The Applicant relied on Article 63 and 64 of the Rules of the Community Court of Justice, ECOWAS.

c) Reliefs sought

11. The reliefs sought in this Supplementary Application by the Applicant are:

1. An order of this Honorable Court Supplementing the judgment in Suit No: ECW/CCJ/JUD/02/20 between PROFESSOR (ENGR.) JOSEPH ADELEGAN V ECOWAS BANK FOR INVESTMENT AND DEVELOPMENT delivered on the 3<sup>rd</sup> February, 2020 by mandating the Respondent to reinstate the Applicant back to its employment and pay over to the Applicant all outstanding salaries and accruing emoluments from the date of the illegal termination and having found the termination illegal and of no effect whatsoever.

**OR**

2. An order of the Honorable Court supplementing the judgment in Suit No: ECW/CCJ/JUD/02/20 between PROFESSOR (ENGR.) JOSEPH ADELEGAN V ECOWAS BANK FOR INVESTMENT AND DEVELOPMENT delivered on the 3<sup>rd</sup> February, 2020 by mandating the Respondent to pay over to the Applicant the entitlements and benefits the Applicant would have received from the time of the termination up to the point of retirement.

3. AND for such order or further orders as this Honorable Court of Justice may deem fit and proper to make in the circumstance of this suit.

## **VI. RESPONDENT'S CASE**

a) Summary of facts

12. The Respondent acknowledged the Motion on Notice by the Applicant and responded to same by way of Counter Affidavit which is exhibited the Judgement of the Court in Suit No. ECW/CCJ/JUD/02/20 delivered on 3<sup>rd</sup> February 2020 among other things.

13. It is submitted that the judgment included a declaration that the termination of the Applicant's employment did not comply with the Staff Rules and Regulations and an order for the award of damages for unfair termination. That the Court dismissed all heads of claims made by the Applicant and ordered that it returned official properties in its possession.

14. The Respondent contends that Grounds 4, 5, 6, 7, 8, 9 of the Affidavit in support of the Motion on Notice filed by the Applicant are false as the Applicant is not entitled to any pension for life in the event of a termination of employment.

15. That the Court dismissed all heads of claim save the determination of wrongful termination which therefore runs contrary to the allegation paragraph 9 of the Grounds for the Motion on Notice.

16. It is the contention of the Respondent that paragraphs 6, 7, 8, 9, 10, 14, 15, 16, 17 and 18 of the Affidavit in support of the Motion on Notice are not true. That the substance of the Motion on Notice by the Applicant has not been filed for rectification of any clerical mistake, errors in calculation and/or obvious slips from the judgment of 3<sup>rd</sup> February 2020. The Respondent submits that the Applicants are instead seeking to obtain an entirely different judgment from the decision delivered by the Court on the 3<sup>rd</sup> February 2020.
17. The Respondent further states that the Applicant by way of the Motion on Notice is seeking reinstatement into the Respondent's employment which he claims is protected by statute and makes him entitled to the payment of all entitlement from the date of termination to the end of his contract of employment.
18. The Respondents argues that the Applicant was a Professional Staff recruited on P5 step 1 which was indicated in his Appointment Letter and he was never at any time a Statutory Appointee.
19. It is the submission of the Respondent that the judgment of the Court has been complied with as the payment of damages and cost have been executed.
20. The Respondent submits that the issues in contention have been resolved by the Court with the order for payment for damages resulting from unfair termination.

## **VII. ADMISSIBILITY**

21. The application has been brought pursuant to Article 63 and 64 of the Rules of Court which will be reproduced hereunder for ease of reference:

#### Article 63

- 1. Without prejudice to the provisions relating to the interpretation of judgments the Court may, of its own motion or on application by a party made within one month after the delivery of a judgment, rectify clerical mistakes, errors in calculation and obvious slips in it.*
- 2. The parties whom the Chief Registrar shall duly notify may lodge written observations within a time prescribed by the President.*
- 3. The original of the rectification order shall be annexed to the original of the rectified judgment. A note of this order shall be made in the margin of the original of the rectified judgment.*

#### Article 64

- 1. Where the Court omits to give a decision on a specific head of claim or on costs, any party may within a month after service of the judgment apply to the Court to supplement its judgment.*
- 2. The application shall be served on the opposite party who has one month within which to lodge written observations. The time limit laid down in paragraphs 1 and 2 of this Article may be extended by the President on a reasoned application by the party.*

3. *After these observations have been lodged, the Court shall decide both on the admissibility and on the substance of the application.*

### ***The Applicant's Case***

22. The Applicant filed the Motion on Notice on 13<sup>th</sup> February, 2020 in the Registry of the Court pursuant to Articles 63 and 64 of the Rules of the Community Court of Justice, ECOWAS, seeking certain prayers.
23. The Applicant is seeking two orders which requires that the Court supplements its decision of 3<sup>rd</sup> February, 2020 in Suit No. ECW/CCJ/JUD/02/20.

### ***The Respondent's Case***

24. The Respondent has not submitted any objection as to admissibility but states that the Court has resolved the issues and came out with an ultimate conclusion/decision that the Applicant is only entitled to damages for unfair termination.

### ***Analysis of the Court***

#### ***On Article 63 of the Rules of the Court***

25. In consideration of admissibility pursuant to Article 63 of the Rules of the Court an application in this regard must have been filed within one month of

the decision of this Court. Furthermore, the purpose of such an application must be “...to rectify clerical mistakes, errors in calculation and obvious slips.”

26. The Motion before the Court and its supporting Affidavits has not exhibited any clerical mistakes that may need rectification, neither has the Applicant submitted any errors in calculation or obvious slips.

27. The Court requires that an application of this nature should exhibit/reference the particular issue for which Article 63 of the Rules of Procedure is being relied on. After painstakingly delving in the arguments of the Applicant and the Affidavits in support the Court notes that the Applicant has failed to exhibit or reference any clerical mistakes that may need rectification, neither has the Applicant submitted any errors in calculation or obvious slips pursuant to Article 63.

28. This Court in its decision in SGT. MIKAH RANGO & 243 ORS v. FEDERAL REPUBLIC OF NIGERIA JUDGMENT NO. ECW/CCJ/JUD/08/20 at page 9 it stated that “...mistakes that are clerical in nature or calculation of sums that are inaccurate or obvious slip having not been specifically pleaded, the court holds that the application to rectify the judgment under Rule 63 cannot stand and this Supplementary Application having been premised on Article 63 is inadmissible.”

29. Having laid down the foundations upon which an application pursuant to Article 63 can be brought successfully and stating clearly that Articles 63 and 64 of the Rules of the Court are not to be jointly used, the Court declares the application inadmissible pursuant to Article 63 Rules of the Court.

## ***On Article 64 of the Rules of the Court***

30. Article 64 of the Rules of the Court mandates that an application can be brought within one month of a decision by any party in an instance where the Court has omitted to give a decision as to a particular head of claim or on costs.
31. The Court notes that the Applicant has requested that the decision of 3<sup>rd</sup> February, 2020 be supplemented as it had omitted to address certain heads of claims. The Applicant more particularly claims *“That no pronouncement whatsoever was made on the head of claims relating to the reinstatement of the Applicant and payment of all his outstanding salaries and accruing emoluments after the illegal termination and his medical reimbursements and accruing emoluments awaiting payment before the illegal termination as acknowledged by the defendant in their letter Ref. 256/2017/BIDC-EBID/CDRH/AS to the Applicant...”*
32. In a Counter Affidavit sworn to by the Respondent, this claim was denied on the ground that the Court dismissed the rest of the claims made by the Applicant save the determination that the termination was wrongful.
33. It is the view of the Court that a claim for omission is automatically considered admissible to allow the Court to determine its substance. Therefore, the Court having considered the submissions of the parties declares that the application is admissible pursuant to Article 64 of the Rules of Procedure and the omission submitted by the Applicant will be decided on the merits.

## **VIII. MERITS**

34. The Court notes that the Applicant has submitted that there was an omission for which the Court must supplement its decision of 3<sup>rd</sup> February, 2020 and order for the reinstatement of the Applicant or order for the reinstatement and payment of lost wages and benefits.

35. The issues for consideration therefore is whether the Court omitted to pronounce judgment on a particular head of claim

***Whether the Court omitted to pronounce judgment on a particular head of claim***

***The Applicant's Case***

36. The Applicant in its Initiating Application prayed for the following from the Court:

1. *A DECLARATION that the Respondent acted arbitrarily, capriciously and in breach of the Applicant's right to fair hearing when the Respondent terminated the Applicant's appointment with the Respondent in May, 2017 without having given the Applicant notice of allegations of any wrong doing and the opportunity of defending himself before the Applicant's appointment was terminated.*
2. *AN ORDER of the Honorable Court setting aside the decision of the Respondent terminating the appointment of the Applicant as Head, Environment and Sustainable Development Unit of the Respondent.*
3. *AN ORDER of the Honorable Court reinstating the Applicant to his position as Head, Environment and Sustainable Development Unit of the Respondent.*



4. *AN ORDER of the Honorable Court directing the Respondent to pay the Applicant's salaries, entitlements and benefits due and payable to the Applicant from May, 2017 till the day judgment is delivered in the suit and Twenty-five (25%) percent interest per annum of total sum from May, 2017 till date of the judgment.*

*PARTICULARS: YEARLY REMUNERATION AND ONE TIME EMPLOYMENT BENEFITS OF THE APPLICANT*

*(1) YEARLY REMUNERATION (EMPLOYMENT SALARY, ALLOWANCES AND BENEFITS)*

- a. 12 month(s) salaries (including 13th and 14th months' salary) = USD 114,184*
- b. Educational grant for four (4) children (USD 5000 × 4) = USD 20,000*
- c. Home leave travel cost (every two years) for staff, spouse and four children (studying abroad) yearly conversion = USD 6,500 per year*
- d. Paid leave (30 days year) converted to cash = USD 12,234*
- e. Medical expenses for applicant, spouse and four children to be paid by the Bank up till the day judgment is delivered.*

f. *Employee's yearly contribution to the pension scheme to be paid by the Respondent up till the day judgment is delivered.*

g. *Salary increment in Step every two years (yearly conversion) and average compounding = USD 5,341 (currently in P5 Step 2 and due for P5 Step 3 on January 2, 2018) TOTAL REMUNERATION PER YEAR = USD 158,259 (2) ONE TIME EMPLOYMENT BENEFITS UNPAID MEDICAL EXPENSES FOR ENGR (PROF) JOSEPH ADELEGAN, SPOUSE AND CHILDREN SUBMITTED TO THE BANK 1, 2017.*

*Outstanding and unpaid medical expenses = USD 12,054 (these submitted medical expenses was acknowledged by the Bank in their letter dated 8th June, 2017 and Ref. 256/2017/BIDCEBID/CDRH/AS) OUTSTANDING LEAVE DAYS FOR 2017 outstanding leave (28 days) for 2017 converted to cash = USD 11,420 TOTAL REMUNERATION PER YEAR= USD 158,259 TOTAL ONE TIME EMPLOYMENT BENEFITS = USD 29,474 SUM TOTAL SALARIES, ENTITLEMENTS AND BENEFITS USD 187,733.*

5. *A DECLARATION that the Respondent's decision not to pick or select the Applicant as the successful candidate in the recruitment exercise conducted or caused to be conducted by the Respondent in year 2016 for the position of Director, Public Sector Operations of*

*the Defendant is oppressive, unfair and arbitrary having regard to the 8 | Page relevant rules and regulations of the Respondent governing the said recruitment/selection exercise.*

- 6. In the alternative to relief 5 above, AN ORDER of the Honorable Court setting aside the recruitment exercise conducted or caused to be conducted by the Respondent in year 2016 for the position of Director, Public Sector Operations of the Defendant on the ground that the said recruitment exercise was flawed by fundamental irregularities and fraud.*
- 7. The sum of One Hundred Thousand Dollars (\$100,000) as the cost of this lawsuit.*
- 8. The sum of Ten Million Dollars (\$10,000,000.00) as damages for the wrongful termination of the Plaintiff's appointment by the Defendant.*
- 9. 10% interest per annum of the total judgment sum until the said sum is liquidated.*
- 10. AND FOR SUCH FURTHER OR OTHER ORDERS as this Honorable Court may deem fit to make in the circumstances.*

37. The Applicant contends that the Court omitted to make a pronouncement on the head of claim relating to the reinstatement and payment of lost wages and benefits.

### ***The Respondent's Case***

38. The Respondent denies grounds 4, 5, 6, 7, 8, 9, 10, 14, 15, 16, 17 and 18 of the Applicant's grounds in support of the Motion on Notice.

39. It is submitted by the Respondent, via an Affidavit, that the Applicant is not seeking to rectify clerical mistake/s, error/s in calculation and or obvious slips from the Court's decision of 3<sup>rd</sup> February 2021. Instead, the Respondent submits that the Applicant is seeking to obtain an entirely new judgment from the Court.

40. The Respondent restates that the Court resolved all issues that were brought to it and the present application before it is a way of seeking an entirely new judgment from the Court.

### ***Analysis of the Court***

41. The decision of the Court of 3<sup>rd</sup> February 2020 reads as follows:

- i. That the Court declares itself competent and the application is admissible.*
- ii. The Respondent acted arbitrarily and unfairly in terminating the Applicant's appointment in May 2017 without affording him the opportunity of defending himself, thereby making the act illegal.*
- iii. That the claim by the Applicant with respect to the Respondent's act of excluding the Applicant in the selection process contrary to Article 13 (2) & (3) of the ECOWAS Bank for Investment and Development's Staff Rules and Regulations cannot be sustained and therefore dismissed.*

*In consequence of which the Court orders the Respondent to pay the Applicant as follows:*

- i. That the Respondent pays Seventy Five Thousand United State Dollars (\$75,000) as damages for unfair termination.*
- ii. The Court dismisses all other claims brought by the Applicant against the Respondent in this application.*
- iii. Orders the Applicant to return to the Respondent all properties in his possession that belong to the Respondent and was giving to him upon his employment with the Respondent Bank.*
- iv. Orders the Respondent to pay to the Applicant the costs of this action in the sum of two million Nigerian Naira (2,000,000.00) Naira.*
- v. The Court order either party to comply fully with the terms of this judgement within a time frame of one (1) month from the date of this order.*

42. In an application for omission pursuant to Article 64 of the Rules of Procedure of the Court, the Court is mandated to address the specific head of claim omitted and determine the substance of the claim. The substance of the claim herein is that the Court has omitted to make a pronouncement on the head of claim relating to the reinstatement and payment of lost wages and benefits of the Applicant.

43. Whilst the Applicant has supported its Motion on Notice with Affidavits containing submissions that he verily believes are pertinent claims as to the omission of one head of claim within its Initiating Application, this does not actually make the averment and submissions by the Applicant to torture true. The decision of the Court of 3<sup>rd</sup> February, 2020 specifically declares that: *“The Court dismisses all other claims brought by the Applicant against the Respondent in this application.”*

44. The Court in fact views this pronouncement as all-encompassing one which leaves no room for argument that it failed to address other heads of claims. It is the considered opinion of the Court that it dealt with the issues before it conclusively and the Applicant’s application is viewed as a way of seeking more reliefs from the Court.

45. Noting particularly that the Applicant has submitted a letter referenced as Ref: 256/2017/BIDC-EBID/CDRH/AS which he attached as Exhibit A which is an acknowledgment titled *“Submission of Travel return Forms, Medical Reimbursement Documentation and Medical Certificate”* signed by the Respondent. The said letter exhibits the Respondent’s commitment to pay to the Applicant outstanding claims prior to termination and a request for the Applicant to submit Office properties.

46. The Court will direct the Applicant to its order in its decision of 3<sup>rd</sup> February, 2020 in which it expressly dismissed all other heads of claims as it views the commitment to pay off the claims in the aforementioned letter as one which will be honored by the Respondent. That the Respondent has submitted Exhibit A4 which is a letter containing its discharge of the Court’s orders demonstrated their ability to honor the claims. Further, that the Applicant has failed to honor the orders of the Court by failing to return the properties of the

Respondent which said action will prompt the Court to draw direction from the equitable maxim “*One who seeks equity must do equity.*”

47. It is imperative that an injured party bringing a claim before this Court understands that the judgments of the Court are binding on both parties pursuant to Article 62 of the Rules of the Court. Therefore, it concerns the Court that the Applicant has failed to honor an order of the Court but has referenced a letter in which the Respondent has expressly undertaken to make payments and has requested the Applicant to submit its properties in his possession. The Applicant should be mindful that it may have failed to appreciate the full contents of the judgment due to its failure of complying with same.

48. The Court must therefore point out to the Applicant that pursuant to Article 19 (3) of the Protocol on the Court (A/P1/7/91) “*The Court shall give only one decision in respect of each dispute brought before it.*” Having carefully considered the Initiating Application and all documents and arguments by both parties thereto, this Court gave its considered decision on the 3<sup>rd</sup> February, 2021 which was conclusive and dealt with all the issues before the Court.

49. The Court in the aforementioned decision directed the Respondent to pay damages for the illegal termination of the Applicant and considers its action sufficient and final. It is the considered opinion of the Court that no monetary compensation will repair a damage irrevocably but is intended to mitigate the same.

50. Consequently, the Court dismisses the application for lack of substance.

## IX. COSTS

51. The Applicant has not prayed the Court for costs neither has the Respondent requested deterring costs.

52. Article 66 (1) of the Rules of the Court provides that “[A] decision as to costs shall be given in the final judgment or in the order which closes the proceedings.”

53. Having not prayed for costs but bearing in mind Article 66 (2) of the Rules of Procedure of the Court which reads “[T]he unsuccessful party shall be ordered to pay the costs if they have been applied for in the successful party’s pleadings;” the Court will rely on Article 66 (11):

*“If costs are not claimed, the parties shall bear their own cost.”*

## X. OPERATIVE CLAUSE

For the reasons stated above the court sitting in public after hearing both parties:

As to admissibility

- i. **Declares** the application inadmissible pursuant to Article 63 of the Rules of the Court.
- ii. **Declares** the application admissible pursuant to Article 64 of the Rules of the Court.

As to merits of the case:

- iii. **Dismisses** the entire application for lack of substance.
- iv. **Dismisses** all the claims of the Applicants herein.



COSTS:

- i. Orders the parties to bear their own costs.

Hon. Justice Gberi-Be OUATTARA .....

Hon, Justice Keikura BANGURA .....

Hon. Justice Januaria T. Silva Moreira COSTA .....

Mr. Athanase ATANNON - Deputy Chief Registrar .....

Done in Abuja, this 29 day of September 2021 in English and translated into French and Portuguese.